

**City of Carson City
Agenda Report**

Date Submitted: March 5, 2014

Agenda Date Requested: March 20, 2014

Time Requested: 15 minutes

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract No. 1314-132A Pursuant to NRS 332.115(1)(b) and NRS 625.530 with KG Walters/Q&D A Joint Venture, to provide CMAR Pre-Construction Services for the Wastewater Reclamation Plant (WRP) Improvements through April 1, 2017 for a not to exceed amount of \$293,500.00 to be funded from the Capital Projects/Construction Account in the Sewer Fund as provided FY 2013/2014. *(Kim Belt)*

Staff Summary: This contract is to provide Construction Manager at Risk Services for the Wastewater Reclamation Plant (WRP) Improvement Project, which includes, but is not limited to: participation in regularly scheduled design progress review meetings; develop strategies for phasing the improvements; assistance in identifying and reconciling differences between Engineers and CMAR's cost estimate; develop constructability and value engineering suggestions at each phase of design; facilitate Long-Lead procurement studies; develop potential bidders lists; develop an open book GMP Proposal based on bids obtained; and develop of final CMAR constructability and value engineering suggestions (based on 100% Construction Documents). The firm KG Walters/Q&D A Joint Venture was selected via RFP #1314-132 – Request for Proposals for Construction Manager at Risk (CMAR).

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1314-132A Pursuant to NRS 332.115(1)(b) and NRS 625.530 with KG Walters/Q&D A Joint Venture, to provide CMAR Pre-Construction Services for the Wastewater Reclamation Plant (WRP) Improvements through April 1, 2017 for a not to exceed amount of \$293,500.00 to be funded from the Capital Projects/Construction Account in the Sewer Fund as provided FY 2013/2014. *(Kim Belt)*

Explanation for Recommended Board Action: Pursuant to **NRS 332.115(1)(b):** (1) Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services and **NRS 625.530**, contracts for the services of a professional engineer, professional land surveyor or registered architect;

that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of service to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding.

Applicable Statute, Code, Rule or Policy: NRS 332.115(1)(b) and NRS 625.530

Fiscal Impact: \$293,500.00

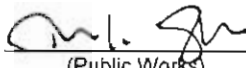
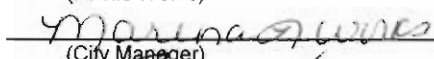

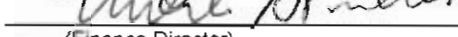
Explanation of Impact: Amount of contract.

Funding Source: Capital Accounts/Construction Account-515-0000-434-70-40 in the Sewer Fund as provided in FY 2013/2014. There is currently a balance of \$2,443,948.33 in the Sewer Fund Capital Projects/Construction Account for the project.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1314-132A and Exhibit A.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:		Date:	<u>3/11/14</u>
	(Public Works)		
		Date:	<u>3/11/14</u>
	(City Manager)		
		Date:	<u>3/11/14</u>
	(District Attorney)		
		Date:	<u>3/11/14</u>
	(Finance Director)		

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

THIS CONTRACT, made and entered into this 20th day of March, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and KG Walters/Q&D A Joint Venture hereinafter referred to as the "**CMAR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CMAR** for **CONTRACT No. 1314-132A CMAR Pre-Construction Agreement for Wastewater Reclamation Plant (WRP) Improvements** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from April 1, 2014, subject to Carson City Board of Supervisors' approval (anticipated to be March 20, 2014) to April 1, 2017, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

For P&C Use Only
CCBL expires _____
GL expires _____
AL expires _____
PL expires _____
WC expires _____

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

3 NOTICE:

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

3.2 Notice to **CMAR** shall be addressed to:

KG Walters/Q&D A Joint Venture
Walt Johnson, President
9945 North Virginia Street
Reno, Nevada 89506
775-677-7220
waltjohnson@kgwalters.com

3.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
775-283-7137 / FAX 775-887-2107
KBelt@carson.org

4 SCOPE OF WORK:

4.1 **CMAR** shall provide and perform the following services and on behalf of **CITY** hereinafter referred to as the "**SERVICES**":

1. Participation in regularly scheduled design progress review meetings with the Design Engineer, various other consultants and the Owner. The CMAR shall provide ongoing input with respect to constructability, construction cost, construction duration, sequence of construction, and construction means and methods.
2. CMAR will help develop strategies for phasing the improvements with the available funding and the continuous operation of the facility.
3. Development of review comments, suggestions, and cost estimates at each of the stipulated phases of design.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

4. Coordinate/participate in meetings with the Owner, Design Engineer, Utility companies, and regulatory agencies in order to expedite the design/permit process.
5. Assistance with identifying and reconciling differences between the Engineers cost estimate reviews and the CMAR's cost estimates.
6. Development of constructability and value engineering suggestions at each phase of design (30%, 60% and 90%)
7. Identify and detail for construction phasing and scheduling that will minimize interruptions to the Owners on-going operations.
8. Facilitate Long –Lead procurement studies and initiate procurement of long –lead items
9. Development of potential bidders lists and coordination of input from subcontractors with regard to each of the items previously described in the in the description of work. Assist the Owner with goals of using as many local sub-contractors as possible.
10. Distribution of documents to potential bidders, coordination of re-bid conferences and bid openings, and assistance with selection of the best bids in each category.
11. Development of an open book GMP Proposal based on bids obtained from all necessary subcontractors after reviewing and coordinating the bid results with the Owner.
12. Development of final CMAR constructability and value engineering suggestions (based on 100% Construction Documents).

4.2 **CMAR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CMAR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CMAR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder.

CONSULTANT shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CMAR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CMAR** to **CITY**.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

4.5 **CMAR** represents that neither the execution of this Contract nor the rendering of services by **CMAR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CMAR** is a party or by which **CMAR** is bound, or which would preclude **CMAR** from performing the **SERVICES** required of **CMAR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CMAR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CMAR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CMAR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

4.7 The **CITY** and the **CMAR** mutually agree that the following Contract Documents are incorporated into and made a part of this Agreement by reference:

1. **CMAR** Request For Proposals
2. **CMAR**'s response to the **CMAR** Request For Proposals dated January 21, 2014

4.8 Special Terms and Conditions for Engineers, Architects, and Land Surveyors:

4.9 Use of **CMAR'S** Drawings, Specifications and Other Documents:

4.9.1.1 Any drawings, reports, studies, photographs, negatives, or other documents prepared by the **CMAR** in the performance of his obligations under this Agreement shall be the exclusive property of the **CITY** and all such materials shall be remitted to the **CITY** by the **CMAR** upon completion, termination, or cancellation of this Agreement. The **CMAR** shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the **CMAR**'s obligations under this Agreement, without the prior written consent of the **CITY**.

4.9.1.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CMAR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

4.9.1.3 The **CITY** and the **CMAR** mutually agree that the fee described herein is for Pre-Construction Services only and in no manner obligates the **CITY** to enter into a construction contract with the **CMAR**.

4.10 Cost Accounting and Audits:

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

4.10.1.1 If required by **CITY**, **CMAR** agrees to make available to **CITY** within two (2) years after the completion of the **SERVICES** under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the **SERVICES** performed under this Contract.

4.11 **CITY** Responsibilities:

4.12 **CITY** shall make available to **CMAR** all technical data that is in **CITY'S** possession, reasonably required by **CMAR** relating to the **SERVICES**.

4.13 **CITY** shall provide access to and make all provisions for **CMAR** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CMAR** to perform the **SERVICES**.

4.14 **CITY** shall examine all reports, correspondence, and other documents presented by **CMAR** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CMAR**.

4.15 It is expressly understood and agreed that all work done by **CMAR** shall be subject to inspection and acceptance by **CITY** and approval of **SERVICES** shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CMAR** of the responsibility of the **SERVICES** required under the terms of this Contract until all **SERVICES** have been completed and accepted by **CITY**.

5 CONSIDERATION:

5.1 The parties agree that **CMAR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CMAR** the required Guaranteed Maximum Price for a not to exceed maximum amount of Two Hundred Ninety Three Thousand Five Hundred Dollars and No Cents(\$293,500.00).

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **SERVICES**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **SERVICES**.

5.3 **CITY** has provided a sample invoice and **CMAR** shall submit its request for payment using said sample invoice.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

5.4 Payment by **CITY** for the **SERVICES** rendered by **CMAR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

5.5 **CITY** does not agree to reimburse **CMAR** for expenses unless otherwise specified.

6 TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CMAR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CMAR**.

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.2 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.3 Termination for Nonappropriation:

7.4 The continuation of this Contract beyond June 30, 2014 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CMAR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.5 Cause Termination for Default or Breach:

7.6 A default or breach may be declared with or without termination.

7.7 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

7.7.1.1 If **CMAR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.7.1.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CMAR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.7.1.3 If **CMAR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.7.1.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CMAR'S** ability to perform; or

7.7.1.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CMAR**, or any agent or representative of **CMAR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.7.1.6 If it is found by **CITY** that **CMAR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.8 Time to Correct:

7.9 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.10 Winding Up Affairs Upon Termination:

7.11 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.11.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.11.1.2 **CMAR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

7.11.1.3 **CMAR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.11.1.4 **CMAR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

8 REMEDIES:

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CMAR** to **CITY**.

9 LIMITED LIABILITY:

9.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CMAR**, for the fiscal year budget in existence at the time of the breach. **CMAR'S** tort liability shall not be limited.

10 FORCE MAJEURE:

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11 INDEMNIFICATION:

11.1 As required by AB 483, and NRS 338.155, **CMAR** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation,

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

reasonable attorneys' fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CMAR** or the employees or agents of the **CMAR** in the performance of the contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.4 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.6 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12 INSURANCE REQUIREMENTS:

12.1 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

12.2 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

12.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

subsequent this Contract. Any failure of CITY to timely approve shall not constitute a waiver of the condition.

12.4 Insurance Coverage:

12.5 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the latter of:

12.5.1.1 Final acceptance by **CITY** of the completion of this Contract; or

12.5.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

12.6 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

12.7 General Requirements:

12.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

12.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

12.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

12.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

12.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

12.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

12.13.1 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

12.13.2 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

12.13.2.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

12.13.2.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

12.13.2.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

12.14 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

agents to CITY or others, and shall be in addition to and not in lieu of any other remedy available to CITY under this Contract or otherwise. CITY reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.1 Minimum Limits required:

13.2 Ten Million Dollars (\$10,000,000.00) - General Aggregate

13.3 Ten Million Dollars (\$10,000,000.00) - Products & Completed Operations Aggregate

13.4 One Million Dollars (\$1,000,000.00) – Personal and Advertising Injury

13.5 Two Million Dollars (\$2,000,000.00) - Each Occurrence

13.6 One Million Dollars (\$1,000,000.00) – Fire Damage (Any One Fire)

13.7 One Million Dollars (\$1,000,000.00) – Medical Expense (Any One Person)

13.8 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

14 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

14.1 Minimum Limit required:

14.2 Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage

14.3 Coverage shall be for “any auto”, including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15 PROFESSIONAL LIABILITY INSURANCE:

15.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

15.2 Retroactive date: Prior to commencement of the performance of this Contract

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

15.3 Discovery period: Three (3) years after termination date of this Contract.

15.4 A certified copy of this policy may be required.

16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

16.1 **CONSULTANT** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

16.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

17 INDEPENDENT CONTRACTOR:

17.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subsection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

17.2 It is mutually agreed that **CMAR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CMAR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

17.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CMAR** or any other party.

17.4 **CMAR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CMAR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

17.5 Neither **CMAR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

18 **BUSINESS LICENSE:**

18.1 **CMAR** shall not commence work before **CMAR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

18.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

19 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

19.1 **CMAR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CMAR** to provide the goods or services of this Contract. **CMAR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, finer, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CMAR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CMAR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

20 **WAIVER OF BREACH:**

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21 **SEVERABILITY:**

21.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

22 ASSIGNMENT/DELEGATION:

22.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CMAR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CMAR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CMAR** upon completion, termination, or cancellation of this Contract. **CMAR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CMAR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

23.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CMAR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

23.3 **CMAR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CMAR**.

24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CMAR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CMAR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CMAR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

25 **CONFIDENTIALITY:**

25.1 **CMAR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CMAR** to the extent that such information is confidential by law or otherwise required by this Contract.

26 **FEDERAL FUNDING:**

26.1 In the event federal funds are used for payment of all or part of this Contract:

26.2 **CMAR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

26.3 **CMAR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

26.4 **CMAR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

27 **LOBBYING:**

27.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

27.2 Any federal, state, county or local agency, legislature, commission, counsel or board;

27.3 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

27.4 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

28 **GENERAL WARRANTY:**

28.1 **CMAR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

29 **PROPER AUTHORITY:**

29.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CMAR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CMAR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CMAR**.

30 **ALTERNATIVE DISPUTE RESOLUTION:**

30.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CMAR** cannot otherwise be settled, **CITY** and **CMAR** agree that, before judicial action may be initiated, **CITY** and **CMAR** will submit the dispute to non-binding mediation. **CITY** shall present **CMAR** with a list of three potential mediators. **CMAR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

31 **GOVERNING LAW; JURISDICTION:**

31.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CMAR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

32 ENTIRE CONTRACT AND MODIFICATION:

32.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)
Contract No. 1314-132A
CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

33 ACKNOWLEDGMENT AND EXECUTION:

33.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

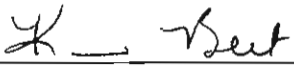
CARSON CITY

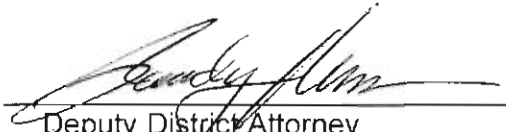
Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Kim Belt

By: 
Deputy District Attorney

DATED 3/11/14

DATED 3/11/14

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

By:  3/11/14
Darren Schulz

DATED _____

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

Walt Johnson deposes and says: That he/she is the **CMAR** or authorized agent of the **CMAR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

CMAR

BY: Walt Johnson

TITLE: President

FIRM: KG Walters/Q&D A Joint Venture

CARSON CITY BUSINESS LICENSE #: 14-00004129

Address: 9945 North Virginia Street

City: Reno **State:** Nevada **Zip Code:** 89506

Telephone: 775-677-7220

E-mail Address: waltjohnson@kgwalters.com

(Signature of **CMAR**)

DATED _____.

STATE OF _____)
County of _____) **ss**

Signed and sworn (or affirmed) before me on this _____ day of _____, 2014,
by _____.

(Signature of Notary)

(Notary Stamp)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

SAMPLE INVOICE

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Public Works
 Attn: Karen White
 3505 Butti Way
 Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1314-132A

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of March 20, 2014 approved the acceptance of **CONTRACT No. 1314-132A**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 20th day of March, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 20th day of March, 2014.

CARSON CITY WASTEWATER RECLAMATION PLANT IMPROVEMENTS PROPOSAL

Response to CMAR RFP - WRP IMPROVEMENTS
RFP 1314-132
PWP# CC-2014-072

Submitting Firm:
KG Walters | Q&D, A Joint Venture
c/o KG Walters Construction
9945 N. Virginia Street
Reno, NV 89506



NCL: Q&D Construction, Inc. 8197 A & B
KG Walters Construction 17382B & 17383A



January 21, 2014

Kim Belt
Carson City Finance Department - Purchasing and Contracts
201 N. Carson Street Suite 3
Carson City, Nevada 89701

Re: CMAR Qualifications and Experience for KG Walters | Q&D - A Joint Venture
Subj: Response to CMAR RFP-WRP Improvements

To the Carson City WRP Improvement Team

The Carson City WRP Improvement CMAR project presents a unique set of challenges. In response to these challenges, KG Walters and Q&D Construction have prepared a unique team - KG Walters | Q&D - A Joint Venture. A team with unparalleled Northern Nevada experience at delivering preconstruction services, maintaining plant operations during construction, and developing long-lasting customer relationships. The strategic formation of this joint venture provides us with the opportunity to leverage our unique set of experiences to provide Carson City with a successful project that will surpass your expectations.

What is CMAR to KG Walters | Q&D? We like to think of it this way: What if you had a general contracting division to jump on each project and get it done in the manner in which you would do it for yourself? With the same urgency, dedication and fiscal responsibility as if it were your own employees?

That's CMAR. That's our team. You will not find a group of people more energetically committed to understanding the customer and their needs and reflecting them in the attitude and tone we set in our work on their behalf. KG Walters | Q&D employees are passionate problem solvers. They bring their enthusiasm, rapport, relationships and expertise to everything they do. The success of our organizations is built on the individual level, each of us promoting the same values set forth by our founders. Service. Integrity. Accountability.

KG Walters and Q&D approach every project with a CMAR mindset. We strive to minimize risk and disruption for our owners while delivering a high quality project that is maintainable and serviceable. Throughout your project, our focus on these attributes will not waiver.

Thank you again for the opportunity to present our qualifications. Please contact us at 775-677-7220 or waltjohnson@kgwalters.com if you need any more information.

Thank you,

KG Walters | Q&D, a Joint Venture

Lance Semenko
COO - Q&D Construction

Walt Johnson
President - KG Walters

CONTENTS

1	Firm Information
2	Firm Organizational Chart
3	Key Personnel Assigned to this Project
4	Project Experience in CMAR Delivery
5	Project Experience Similar Size and Scope
6	Project Implementation
Appendix 1	Resumes of Key Personnel
Appendix 2	Litigation & Dispute History
Appendix 3	Miscellaneous Submittal Requirements
Appendix 4	Insurance and Bonding Capacity
Appendix 5	Drug & Alcohol Policy
Appendix 6	Joint Venture Agreement

FIRM INFORMATION

KG Walters | Q&D - A Joint Venture

Firm Name:	KG Walters Q&D - A Joint Venture	
Firm Address:	9945 N. Virginia Street Reno, NV 89506	
Year Established:	2014	
Type of Firm:	Joint Venture	
	KG Walters	Q&D Construction
Joint Venture Partners:	KG Walters Construction 9945 N. Virginia St. Reno, NV 89506	Q&D Construction, Inc. 1050 S. 21st St. Sparks, NV 89431
Principal Personnel:	Walt Johnson President KG Walters Construction	Lance Semenko Chief Operating Officer Q&D Construction, Inc.
Years Doing Business:	40	50
Years Doing Business in Nevada:	28	50
Nevada Address Contiguous to Carson City:	9945 N. Virginia St. Reno, NV 89506	1050 S. 21st St. Sparks, NV 89431
Areas of Responsibility/Expertise:	Earthwork, Underground, Structural Concrete, Mechanical Installations	Earthwork, Underground, Structural Concrete, Paving
Number of Employees:	36	480
Nevada Contractors License:	17382 B, 17383 A	8197 AB
Website:	www.kgwalters.com	www.qdconstruction.com

More About KG Walters | Q&D - A Joint Venture

KG Walters Construction and Q&D Construction, Inc. are privately-owned companies that have constructed thousands of projects in the Reno/Sparks/Carson City area. Both companies have permanent offices in Reno/Sparks. The Carson City Wastewater Reclamation Plant Improvement Project will be constructed using leaders, managers, and field personnel that live in Carson City, Douglas County, and Washoe County.

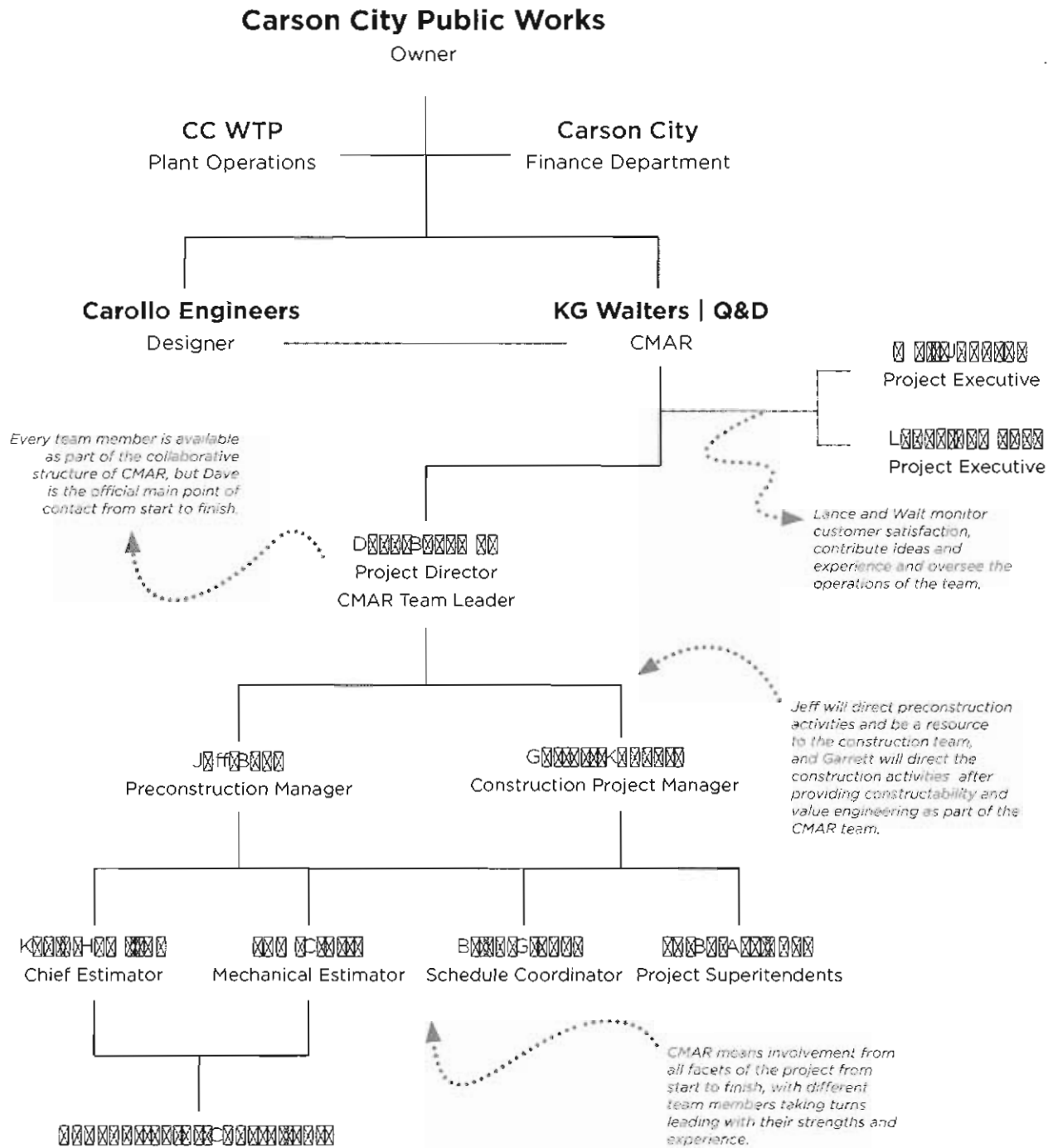
A joint venture between our firms will bring tremendous value to Carson City. KG Walters has extensive technical experience leading and constructing projects with many of the same features that are planned for these plant upgrades. KG Walters has built over eighty water treatment facilities totalling more than \$220,000,000 in Northern Nevada. Q&D will contribute a unique set of experience. Q&D has been awarded fourteen publicly-administrated CMAR projects since the approval of CMAR by the Nevada State Legislature in 2007.

One indicator of success is repeat clients. Nearly every one of KG Walters' eighty projects noted above are for repeat clients. Q&D has similar successful CMAR relationships with Nevada DOT, Nevada State Publics Works Board, Reno-Tahoe Airport Authority, and Washoe County School District. For each of these clients Q&D has been awarded at least three CMAR projects.



FIRM ORGANIZATION

Communication with all, clear points of contact



Please see Key Personnel information in the following section for narratives regarding relevant experience and benefit to the project for each key role.





KEY PERSONNEL


Experience bringing CMAR value to the client


	Dave Backman		At KG Walters:	18 Years
	Project Director / CMAR Team Leader		In Construction:	27 Years
	Value Engineering & Precon Experience:	23 Years	In Nevada / Similar Projects:	18 Years
	<p>Dave's unique combination of field, project management and precon services experience projects makes him an excellent CMAR team leader, especially for an existing facility upgrade. Dave has excellent relationships with N. Nevada treatment facility subcontractors and suppliers. Recent projects include the TMWRF Headworks and Force Main Emergency Repair in Reno and the expansion and upgrade of the South Truckee Meadows Wastewater Treatment Plant. Dave and his teams work alongside the Owner and designer to create unique solutions to successfully minimize disruption of plant operations.</p>			
	Jeff Bean		At Q&D:	11 Years
	Preconstruction Manager		In Construction:	15 Years
	VE Experience:	11 Years	In Nevada / Similar Projects:	8 Years
	CMAR Experience:	3 Years		
<p>Born and raised in Northern Nevada, Jeff Bean has an unmatched passion for complex multi-faceted projects. He looks forward to the challenge associated with planning and coordinating the details on difficult projects. Jeff's innovative approach makes him an ideal fit for the CMAR process. Under his leadership during the preconstruction process on the Carlin Tunnel and Stateline-to-Stateline Bikeway CMAR projects, his team's worked alongside the designer and Owner and reduced project costs by over \$2,000,000 while reducing impacts on the traveling public and finding ways to increase quality.</p>				
	Garrett Kooyers		At KG Walters:	10 Years
	Project Manager		In Construction:	15 Years
	Value Engineering & Precon Experience:	12 Years	In Nevada / Similar Projects:	10 Years
	<p>Garrett has developed outstanding relationships with local subs and suppliers through his experience building treatment facilities in Northern Nevada. As the main tenets of his CMAR leadership approach, Garrett involves all stakeholders in the planning phase of project. He believes that the best ideas come to the surface when all voices are heard and that a thorough and well-planned project results from frank discussion about the risks and challenges associated with the work at hand.</p>			
	Kevin Hamilton		At Q&D:	16 years
	Chief Estimator		In Construction:	39 Years
	VE Experience:	20 Years	In Nevada / Similar Projects:	35 Years
	CMAR Experience:	3 Years		
<p>Kevin's passion for estimating and planning projects is unsurpassed. Kevin, who has 35 years of experience in Northern Nevada, has worked with teams through all the variants in the local climate. He is a great resource for team members to consult with at any time during preconstruction or construction. Additionally, Kevin has led the estimating efforts on three NDOT CMAR projects all of which have used production-based estimates and included planning and coordination with local subcontractors.</p>				



	Brian Graham		At Q&D:	7 Years
	Schedule Coordinator		In Construction:	10 Years
	VE Experience:	5 Years	In Nevada / Similar Projects:	5 Years
	CMAR Experience:	3 Years		
<p>Brian's attention to detail and in-depth understanding of the estimating and field operations on CMAR projects make him the ideal schedule manager. Brian will identify issues early and help the team develop a construction plan that accounts for Northern Nevada's weather patterns. Brian will work to minimize weather-sensitive work in winter timeframes, communicate schedule risk to team-members and lead the creation of contingency plans.</p>				

	Tom Crotty		At KG Walters:	29 Years
	Mechanical Estimator		In Construction:	41 Years
	Value Engineering & Precon Experience:	25 Years	In Nevada / Similar Projects:	28 Years
<p>Tom has dedicated his career to working with treatment plants and heavy civil/mechanical projects. His attention to detail during preconstruction facilitates production based estimates and helps the team identify potential conflicts and problems. He has been involved in most, if not all, of KG Walters 80 projects completed in Northern Nevada since the mid 1980's and knows the local subcontracting community as well as the unique challenges the area provides.</p>				

	Walt Johnson		At KG Walters:	24 Years
	Co-Project Executive		In Construction:	26 Years
	Value Engineering & Precon Experience:	24 Years	In Nevada / Similar Projects:	15 Years
<p>Walt Johnson's twenty six years of construction experience at all levels of the construction process provides a solid background to lead KG Walters Construction in a very challenging segment of the industry. Walt believes that putting the right people in place with the support necessary to build a team focused on the success of each project is the key to KG Walters success and the success of the Wastewater Reclamation Plant Improvement Project.</p>				

	Lance Semenko		At Q&D:	20 Years
	Co-Project Executive		In Construction:	25 Years
	VE Experience:	20 Years	In Nevada / Similar Projects:	15 Years
	CMAR Experience:	5 Years		
<p>Lance's construction experience began as a laborer in the mid 80's for Helm's Construction in Sparks, Nevada. Over the past twenty years, his drive and passion for construction have elevated him to Chief Estimator, Department Vice President, and to currently COO. During his time leading the Heavy Civil Department and now as the leader of Q&D, Lance has led and been involved in numerous commercial and civil CMAR projects. He understands the projects and stays involved throughout preconstruction and construction.</p>				



CMAR EXPERIENCE

Reno-Tahoe International Airport Baggage Check-in

Communication and meeting commitments in an occupied facility

A 30,000 sf addition to the airport baggage area with 3 automated baggage sortation and explosive detection systems, this project was completed with no impact on the traveling public - in fact there was not a single passenger complaint. Scope also included completely remodeling the ticket lobby while keeping the airport in business as usual.



As the CM at Risk, Q&D collaborated with the airport's team during 12 months of pre-construction to find building solutions to give the airport the most for its money while eliminating impacts to travelers.

Approximate Value

\$51,000,000

Completion Date

December 2009

Location

Reno, NV

Reference

Krys Bart
Former President/CEO
RTAA
(address private/home)
775.240.7526

Designer

Gresham, Smith & Partners

Services Provided

- Conceptual Budgeting
- Budget Management
- Constructability Review
- Logistical Planning
- Precon Scheduling
- Value Engineering
- Permit Expediting
- Other Precon Services
- Construction Management

“

I am exceptionally pleased with the outcome, a project completed early and under-budget with great community and airport stakeholder support; and as important, the positive team relationships that remain in place today. It has been a pleasure to work with your dedicated, knowledgeable, professional and loyal team.”

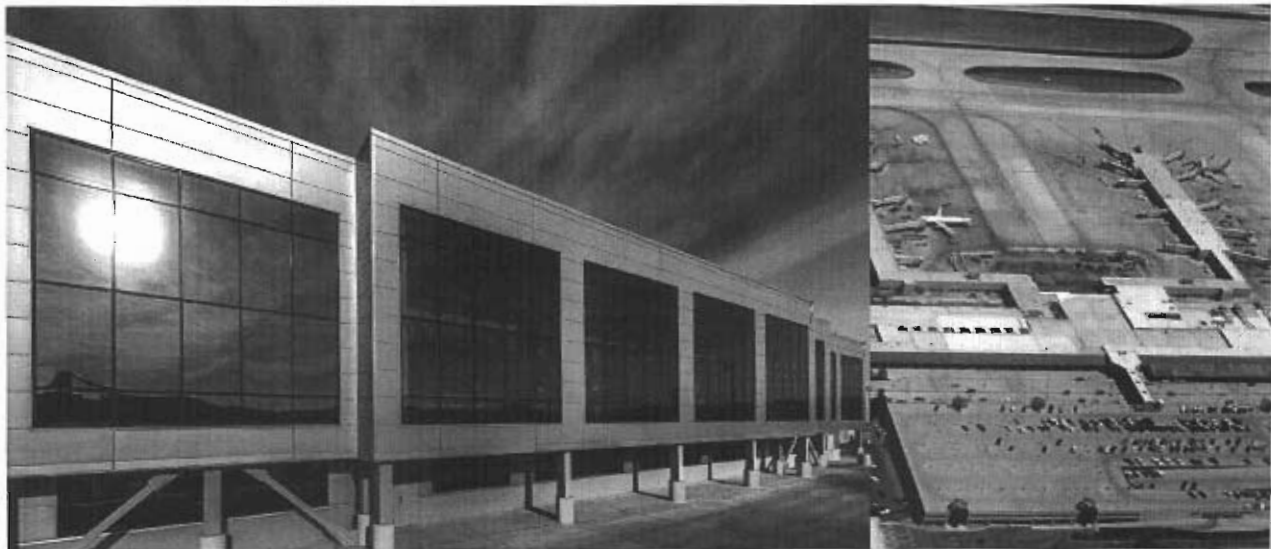
*- Krys Bart, A.A.E.,
former President
/CEO RTAA*



Reno-Tahoe International Airport Checkpoint

Precon takes real builders that can contribute technical expertise

Q&D was the CM at Risk on this overhaul and expansion of the security stations and retail areas of this busy airport. The project was phased carefully to accommodate the airport, which remained in full operation at all hours of the day and night. The newly renovated spaces include larger restaurants and retail located after passengers are through security, in addition to new light-filled views of the activities on the runways.



There were many reasons why CM at Risk was the right delivery method for this project and why the project was successful. The team planned to expand an aging building while meeting updated building codes, in the right-of-way of air traffic and ground-crew activities, in a federally-secure facility, keeping all concessions open, airlines in operation without affecting critical communication or building systems - which ran through the demolished portion of the building and under the jetway where the new expansion foundation would be built. Q&D was a part of the project from the early planning stages, identifying key stakeholder priorities and assisted refining the design with the architect to accommodate the budget and the complex phasing.

Approximate Value

\$15,090,000

Completion Date

June 2013

Location

Reno, NV

Reference

Krys Bart
Former President/CEO
RTAA, (address private/
home), 775.240.7526

Designer

Gresham, Smith & Partners

Services Provided

- Conceptual Budgeting
- Budget Management
- Constructability Review
- Logistical Planning
- Precon Scheduling
- Value Engineering
- Permit Expediting
- Other Precon Services
- Construction Management



**CMAR
PROJECT**



**EARLY
PROCUREMENT**



**VALUE
ENGINEERING**

**MAINTAINING EXISTING
OPERATIONS**

“ Having worked with many construction companies over my tenure in the Airport business, no other company has had this high level of professional integrity and delivered on my expectation for quality as Q&D. I fully endorse and recommend them to you.”

*- Krys Bart, A.A.E.
Former President / CEO RTAA*



Stateline-to-Stateline Bike Path Phase 1C CMAR

An environmentally sensitive approach to coordinate many stakeholders

Q&D helped NDOT's project manager coordinate more than seven permitting and funding agencies during preconstruction to insure that the needs of all parties were met. While providing preliminary budget estimates, our team consistently turned in prices that were below the third-party independent estimators numbers. As a result of the reasonable budget, the scope of the project was increased during preconstruction.



Approximate Value

\$1,400,000

Completion Date

November 2013

Location

Elks Point, NV

Reference

Pedro Rodriguez
Project Manager, NDOT
1263 S. Stewart Street
Carson City, NV 89712
775.888.7070

Engineer

Lumos/NDOT

Services Provided

- Conceptual Budgeting
- Budget Management
- Constructability Review
- Logistical Planning
- Precon Scheduling
- Value Engineering
- Other Precon Services
- Construction Management
- Subcontractor Recruitment & Prequalification



**CMAR
PROJECT**



**VALUE
ENGINEERING**



**FORMAL
PARTNERING**

Kingsbury Grade Reconstruction CMAR

Team deftly juggles phases and strict environmental constraints

Coordination efforts during preconstruction included planning community involvement meetings, communicating with local businesses, and generating support for an aggressive construction schedule. Construction of the project will require shift to work a total of twenty-four hours per day, 6 days per week during low traffic periods, then switching to night work during tourist season.

Q&D's reputation amongst stakeholders in the surrounding areas has allowed the project team to garner support from the South Lake Tahoe Community for exchanging a shorter overall duration of construction for extended hours on a day-to-day basis. Team innovations have saved \$2,000,000 and reduced the project risk by hundreds of thousands of dollars.



Approximate Value

\$14,500,000

Preconstruction Completion Date

January 2014

Location

South Lake Tahoe, NV

Reference

John Angel
Resident Engineer, NDOT
1263 S. Stewart Street
Carson City, NV 89712
775.720.4526

Engineer

NDOT

Services Provided

- Conceptual Budgeting
- Community Outreach Coordination and Participation
- Budget Management
- Constructability Review
- Logistical Planning
- Precon Scheduling
- Value Engineering
- Other Precon Services
- Construction Management
- Subcontractor recruitment & Prequalification
- Onsite evaluations during preconstruction



CMAR PROJECT



VALUE ENGINEERING



FORMAL PARTNERING



Elko-Carlin Tunnel Rehabilitation CMAR

Unusual, complex, many phases - perfect for CMAR



Q&D is the CMAR leading the rehabilitation of two tunnels, eight bridges and sections of interstate in northeastern Nevada for NDOT. In order to ensure accurate and economical designs of the tunnel traffic management and control system, Q&D used subcontractor consultants during preconstruction for budgeting, VE opportunities, and constructability review. To expedite the start of construction, the team managed early procurement items.

With input Q&D, the design team reconsidered early concepts that had been set aside for a savings of approximately \$2,000,000. Q&D's understanding of the complexities of the Northern Nevada climate, garnered over fifty years working in the region, allowed the project bridge decks to be placed in cold-weather conditions. Each challenging concrete pour was made without incident and Q&D delivered a high quality end product.



Approximate Value

\$23,000,000

**Preconstruction Completion
Construction Completion**

May 2014 / September 2015

Location

Carlin, NV

Reference

Dale Keller
Project Manager, NDOT
1263 S. Stewart Street
Carson City, NV 89712
775.888.7603

Engineer

NDOT / HDR

Services Provided

- Conceptual Budgeting
- Budget Management
- Constructability Review
- Logistical Planning
- Precon Scheduling
- Value Engineering
- Other Precon Services
- Pre-procurement / early procurement
- Construction Management

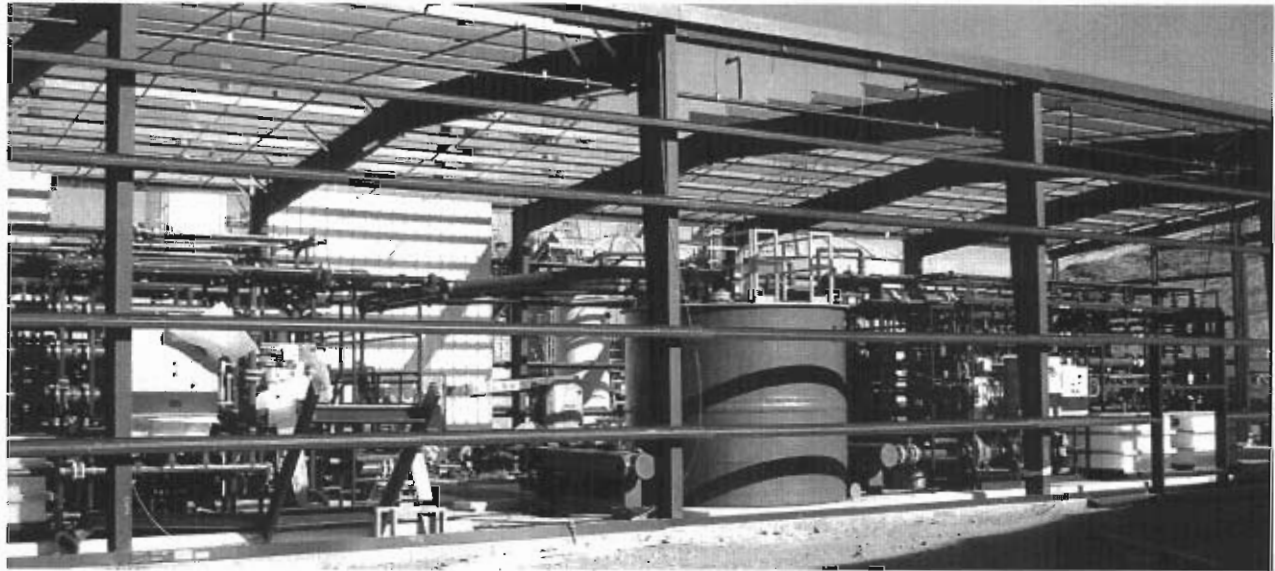


SIMILAR EXPERIENCE

Tracy Power Plant Wastewater Treatment Facility

Design Build / Preconstruction

KG Walters teamed with EcoLogic and Siemens to deliver a reverse osmosis membrane filtration wastewater treatment plant for cooling tower water treatment and scaling prevention. The project was delivered under a tight timeline to avoid delays to a \$400,000,000 expansion/upgrade to the existing power generating facilities, under construction concurrently on the same project site. During construction, the project team worked closely with plant operators and other contractors to minimize the impact of the project and ensure that power generation was not disrupted.



Approximate Value

\$8,200,000

Completion Date

September 2007

Location

Tracy, NV

Reference

JB McKinney
 NV Energy
 PO Box 10100
 Reno, NV 89520
 702.493.6225

Engineer

Ecologic / Siemens

Services Provided

- Conceptual Budgeting
- Budget Management
- Constructability Review
- Logistical Planning
- Precon Scheduling
- Value Engineering
- Other Precon Services
- Pre-procurement / early procurement
- Construction Management



Truckee Meadows Water Reclamation Emergency Repair

Schedule driven, complex work in an operating plant environment



When the 50-foot-deep headworks pump station discharge piping manifold failed at the Truckee Meadows Water Reclamation Facility (TMWRF) in Reno, the operators immediately called KG Walters and Q&D to dig in and help the operations management keep the plant running. The team performed critical repairs in the heart of the plant while maintaining business-as-usual operations. This approach was successful due to clear communication amongst the project team members and careful pre-planning.

The repairs were designed with input from KG Walters' experienced team of treatment plant constructors. KG Walters and Q&D worked with the operators to develop temporary systems and keep the plant operating within permit tolerances while repairs were completed on an accelerated schedule in order to minimize risks and costs associated with the bypass that was temporarily carrying all of the plant inflows.

Approximate Value

\$3,500,000 (Combined)

Substantial Completion Date

December 2013

Location

Reno, NV

Reference

Michael Drinkwater
Truckee Meadows Water
Reclamation Facility
PO Box 1900
Reno, NV 89505
775.677.6894.

Engineer

Brown Caldwell / Stantec



Services Provided

- Value Engineering
- Budget Management
- Design Assist
- Logistical Planning
- Accelerated Procurement
- Construction Management



**VALUE
ENGINEERING**



**EARLY
PROCUREMENT**



**MAINTAINING EXISTING
OPERATIONS**

South Truckee Meadows Water Reclamation Facility

Award-winning plant expansion is business-as-usual

The expansion of the South Truckee Meadows Water Reclamation Facility included construction of a new oxidation ditch, fine-bubble-diffused aeration & blowers, two secondary clarifiers, RAS/WAS pump station, tertiary filters, chlorine contact tank, chemical building, headworks improvements, piping, electrical and new SCADA. All systems were constructed while maintaining normal plant operations. KG Walters developed a value engineering solution that eliminated the need for a temporary bypass, instead using a temporary screening facility. This reduced project costs and the owner subsequently used the additional funds to construct two new clarifiers and make modifications to the sludge pump station. KG Walters' received a Build America award and a Pinnacle Award for the project based on their innovative and cost-effective ideas.



Approximate Value

\$20,800,000

Completion Date

November 2002

Location

Reno, NV

Reference

Rick Warner
 Washoe County
 4930 Energy Way
 Reno, NV 89502
 775.954-4621

Engineer

Carollo

Services Provided

- Conceptual Budgeting
- Budget Management
- Constructability Review
- Logistical Planning
- Precon Scheduling
- Value Engineering
- Other Precon Services
- Pre-procurement / early procurement
- Construction Management

 **VALUE ENGINEERING**

 **EARLY PROCUREMENT**

MAINTAINING EXISTING OPERATIONS

 **FORMAL PARTNERING**



Carson City Sludge Dewatering

Construction of the sludge dewatering facility, anaerobic digester, DAF Thickener and other miscellaneous improvements required the construction of significant structural concrete elements. During a portion of these operations, temperatures hovered near zero degrees. KG Walters refused to allow the weather to stop progress. By utilizing cold-weather placement and curing techniques learned through years of experience working in Northern Nevada, KG Walters kept the schedule and their commitments to finish the project on time.



Approximate Value

\$4,800,000

Completion Date

September 2000

Location

Carson City, NV

Reference

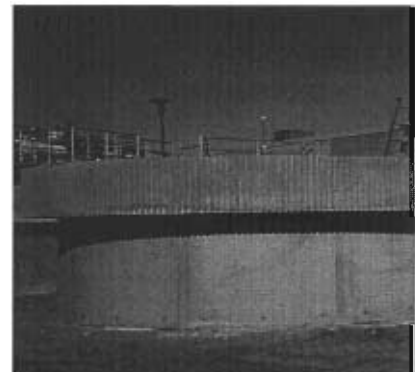
Kelvin Ikehara
Carson City
Former Plant Superintendent
775.720.7788

Engineer

Carollo

Services Provided

- Value Engineering
- Constructability Review
- Logistical Planning
- Precon Scheduling
- Other Precon Services
- Pre-procurement / Early Procurement
- Construction Management



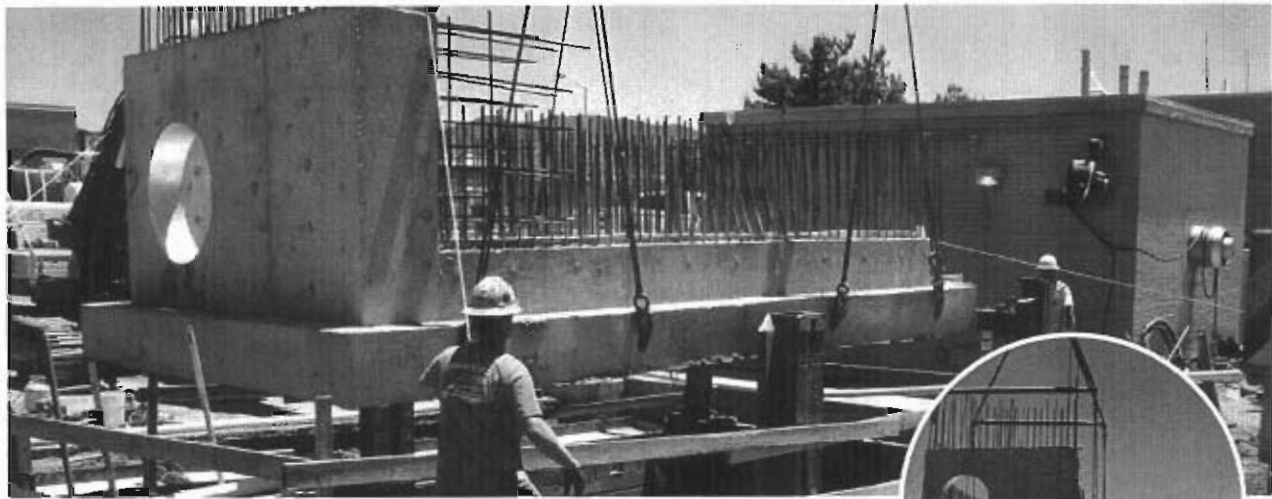
**EARLY
PROCUREMENT**

**MAINTAINING EXISTING
OPERATIONS**



Carson City Headworks Improvements

Innovations reduce risk and save time



Q&D worked extensively with designers and plant operators between contract award and starting construction to gain approval of several innovative ideas. These ideas included the following

- Use of polymer soil injection techniques
- Precasting portions of the screening structure
- Relocating the junction box
- Installing a gravity bypass line during headworks construction

Each of these ideas focused on reducing risk and minimizing the impact to the existing facilities all while providing an equivalent or better end product.

Approximate Value

\$2,100,000

Completion Date

March 2012

Location

Carson City, NV

Reference

Dave Michaut
Carson City Construction
Manager / Inspector
(retired/consultant, address
private)
775.220.6262

Engineer

Carollo

Services Provided

- Constructability Review
- Logistical Planning
- Scheduling
- Value Engineering
- Construction Management
- Groundwater Management



**VALUE
ENGINEERING**

**MAINTAINING EXISTING
OPERATIONS**



PROJECT IMPLEMENTATION

Open lines of communication and cooperation

Key components of KG Walters | Q&D's CMAR approach are collaboration, innovation and applying the information our team members hear and learn about your process to the project for the most successful outcome. The most successful outcome for KG Walters | Q&D is a positive project team that has created relationships that will continue past the project completion. It is reflected in a facility that achieves all your needs and requirements for your budget and both now and in the future.

Describe your approach to performing preconstruction services.

Preconstruction is a service offered by both KG Walters and Q&D whether it is through a formal process or simply part of the way our companies do business- early planning, cost feedback, logistical planning, means and methods analysis, life-cycle cost analysis and more. These services benefit our clients by giving them important early decision-making tools based on our expertise which moves their project forward.

A CMAR is:



Collaborative

Both KG Walters and Q&D have a long history of approaching projects in a team-oriented manner, having a customary approach that includes preconstruction and negotiated work for private clients.

Construction codes, engineering science, green-building techniques, construction management education and computers have elevated the construction industry to a profession where knowledge and ability are major selection factors for Owners and CM at Risk is a well-established project delivery method.

What's new and exciting about CM at Risk project delivery today is that it has moved from the private sector, where preconstruction and guaranteed-maximum price contracts developed from common-sense attitudes about partnership and cooperation, into the public sector, developing around a set of guidelines established by states to enable public agencies to take advantage of the benefits of open-book, negotiated work and preconstruction.



Innovative

CMAR isn't just about being there for our clients to answer questions during preconstruction. It is about knowing the right questions to ask and guiding your project to your desired outcome.

There are multiple ways to approach performance of preconstruction services depending on the customer's needs and what level of involvement they require and wish KG Walters | Q&D to provide. In many cases we provide full team leadership, directing the process, even representing the Owner. In other cases we take a secondary role, providing only some of our available services and serving in a more advisory role. In every case we are vocal about what is best for the customer; we provide reliable documentation and analysis tools to help the team make the best decisions, we are professional, courteous and thoughtful in our actions on behalf of the project, we promote a team atmosphere and we do what we say we will do.



Intuitive

Project teams push the envelope of building technology while clients are also pushing the boundaries in their fields and industries. CMAR is the right approach for projects that need to take leaps forward.

THE CMAR CODE OF CONDUCT

- Keep everyone safe.
- Be vocal on behalf of the customer's needs.
- Lead by example - represent the entire team in your everyday dealings.
- Promote a team atmosphere - involve everyone.
- Listen to what others are telling you.
- Do what you say you are going to do.
- Provide the right tools to make the best decisions.
- Collaborate for unique and creative solutions.



Describe your approach to performing preconstruction services

Preconstruction is at the heart of the CM at Risk method of project delivery – it is what differentiates CMAR from design-bid-build (also called “hard-bid”) projects. We prefer the CMAR method of project delivery because it embodies the mindsets of our people and the core values of our company – Service, Integrity and Accountability. It means that everyone on the project has the same mindset – TEAMWORK.

The following are just some of the detailed steps in our preconstruction approach to make your WRP Improvement Project run smoothly with the best results:

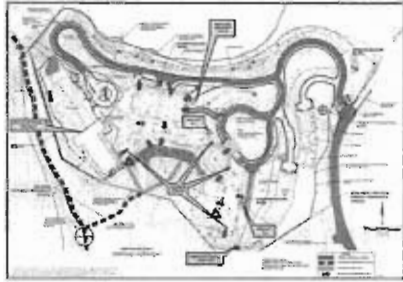
Budget Evaluation and Validation

- Meet to review budget goals, and what is included in the published budgets.
- Work with the project team to identify priority work – ask “what must happen?”
- Align expectations. Include City officials and affected plant staff when appropriate. Reconfirm expectations often throughout preconstruction and construction.
- Prepare in-house production based estimates to validate budgets.
- Engage in value engineering to work to minimize costs.
- Promote teamwork with the design team.
- Utilize the expertise of local subcontractors when possible to ensure accurate budges.

Chart: The Qualities of a CMAR

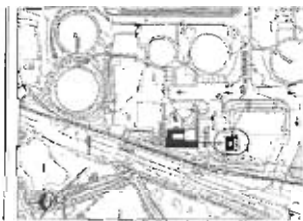
Service	Description	KG Walters Q&D Is
Conceptual Budgeting	Using early design concepts to prepare a budget that reflects the project in detail.	CREATIVE
Value Engineering	Finding unique solutions to achieve the same outcome for less cost and starting that process early enough in the process to provide real value.	IMAGINATIVE
Schedule Planning	Developing a critical-path-method (CPM) schedule to represent the sequence of the project, accounting for constraints such as design, procurement, manpower and weather.	THOUGHTFUL
Constructability Review	Reviewing plans and specs to cull out efficiencies in the work, head-off coordination issues and present alternative details in a collaborative setting.	KNOWLEDGEABLE
Ongoing Budget Management	Tracking the budget against the design regularly, providing decision-making cost studies and variance reporting to guide the project.	LISTENERS
Logistical Planning	Evaluating the site constraints and the impacts of construction on surrounding areas and making tangible plans to mitigate or work around them.	DETAIL-ORIENTED
Additional Site Investigation	Accompanying the designer, owner and subconsultants to further evaluate the site or facility beyond as-built information and utility company markings.	PROACTIVE
Other Valuable Services	Other services include market research, LEED® project integration and submittal management, cost-benefit analysis, permit expediting, diligence reporting...what else can we help you with?	HELPFUL





A Detailed and Clear Plan for Communication

The detailed logistics plan above was used on the construction of this complex site to communicate details to subcontractors and workers accessing the site. As the CMAR, KG Walters | Q&D will prepare a similar plan with for the WRP Improvement project with input and approval from the team members.



On Screen Take-Off

KG Walters | Q&D uses on screen takeoff to determine estimate quantities and respond nimbly to alternative strategies and value engineering options.

Constructability Reviews

- Familiarize ourselves with the equipment to be used.
- When feasible and valuable, KG Walters | Q&D will utilize relationships with local consultants to discuss the project and gain from their knowledge and experience to ensure a successful project for all parties.
- The early access provided by the preconstruction approach means we can strategize early around any long lead items or complex installations.
- Make sure products selected are the best in terms of warranty, low-maintenance cost and effort, and vendor follow-through. The plant has to stand the test of time and be cost-effective to maintain over time.
- Identify potential budget alternates and unit costs for bidding purposes, even for projects estimated within budget, to be flexible with shifting budget priorities and site needs.
- Perform site investigations to assist the designers with confirmation of existing conditions and measurements. Return the results to the team in the form of marked-up drawings for use in updating bid sets of plans prior to bidding. Include local subcontractors to add additional expertise when feasible.

Construction Scheduling and Logistics

- Create a master preconstruction schedule including all design deliverables and get buy-in from the team. Keep it up to date. Make it available to the team regularly.
- Identify components that are ideal for early procurement.
- Review staging with the client. Create maps and prioritize each zone of work. Tie staging to the schedule.
- Consider Budget Constraints, funding and cash flow while preparing the schedule to meet Carson City's financing goals.

Subcontractor Prequalification

- Identify subcontracted scopes of work.
- Advertise for subcontractors prequalification per NRS.
- Communicate with local subcontractors to ensure involvement and interest.
- Ensure enough qualified local subs will prepare proposals to generate competition and provide Carson City with the best value.

Guaranteed Maximum Price

- Prepare instructions for bidders to communicate the rules of the road to the subcontractors. It will be especially important to include each phase's specific rules.
- Bid out plans and specs.
- Include a copy of the schedule and phasing plans to ensure subcontractors are responsible for these in their bid.

Site Staging Planning

- Facilitate early planning meetings with Carson City Facilities, staff, and on-site personnel to confirm work and schedule.
- Create site-specific communication plans and procedures. Include hierarchy, decision makers, notification protocols, and contact information for each project. Share with the teams. Post on site.
- Prepare a detailed emergency communications plan to ensure the team knows how to respond to and inform others of

emergency situations.

- Implement and maintain security and drug screening protocol across all projects per Carson City standards.
- Follow-up pre-mobilization meetings to confirm communication and procedural tasks.

Describe how you would typically involve subcontractors in the Preconstruction process and obtain subcontractor bids in a CMAR process.

Preconstruction and Subcontractors

We understand our role as CMAR to lead the subcontractor selection and assure value and fair pricing for the Owner throughout the entire process. Subcontractors are also our partners in all stages of planning and construction. We involve them in estimating, scheduling, and logistics planning on projects in order to further vet our strategies and costs.

For negotiated GMP and CMAR projects we use a process that is built from our strong and positive preconstruction approach.

These steps provide us with the foundation for the best pricing from the subcontractor community and with firm subcontract terms that reduce change orders in the field.

Obtaining Bids

- Advertisement

Developing subcontractor interest early in the project is important. It allows subcontractors to plan ahead for the bid so they have time when the bid period arrives. KG Walters | Q&D will hold outreach sessions and follow-up meetings to make ourselves available to subcontractors and encourage the maximum participation. This will fuel competition and shave additional dollars off the subcontracted costs on the project.

- Qualification

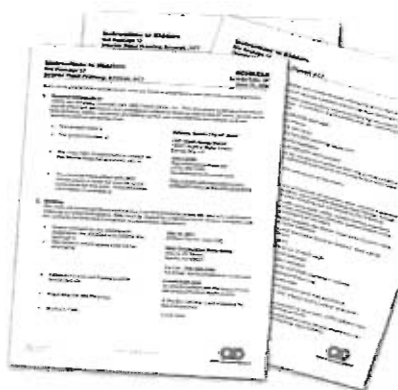
KG Walters | Q&D's subcontractor qualification process will ensure that subcontractors bidding the project are of sound fiscal status, are properly licensed, have a history of working safely, and have the manpower available to complete the project within our schedule's parameters. Bidders understand they are bidding against their peers, and the project attracts more bidders who can perform the work within the quality and schedule expectations of the team.

- Prepare Bid Packages and Other Tools

KG Walters | Q&D maximizes the usefulness of the information garnered during the team's pre-planning and cost evaluation activities by collating it into concise bid exhibits and presenting it as part of the bid documents along with the plans and specifications.

KG Walters | Q&D will prepare bid packages that include preconstruction deliverables such as schedule, logistics, and mandatory specifications, as well as client-specific rules for working at each site. Prioritizing these packages with the City's and design-team's input will allow us to cross-reference the pricing against the schedule to identify areas where locking in unit costs can help get the project the best pricing. Coordinating bid forms will help us track alternates and ensure subcontractors comply with bid packages and instructions.

- Meet and Review Scopes with Bidders



Bid Package Detail

KG Walters | Q&D prepares detailed scopes of work for bidding purposes so that subcontractors understand logistical items like phasing and schedule, and also have an outline of what scope to provide with their bids. This is KEY to getting complete and accurate bids and insuring the initial price is the final price!



Bid Tab Analysis

Q&D carefully reviews the subcontractor's bids against the expected scope to coordinate solid, reliable GMP pricing.

KG Walters | Q&D will hold a pre-proposal meeting, at which time we will go over the specific bid instructions, define expectations, and handle questions in-person.

- Detailed Bid Review

A subcontractor bid analysis and comparison report will be made available along with the bids to the Owner in accordance with KG Walters | Q&D's open-book policy.

Bid packages, bid forms, and bid leveling worksheets are key to getting the best results on bid day and to selecting the subcontractor that submits the best proposal. We clearly outline the scope so that bidders know what to bid, we check the bids against the scope and we interview the apparent-low bidder in person in to further verify the pricing and scope.

- Subcontractor Pre-Construction Meetings

Each subcontractor meets with the Superintendent and Project Manager to verify that his staff assigned to the project has had the project properly communicated to them. This meeting will include detailed review of all bid documents, schedules, access requirements, work hours, noise restrictions, safety commitments, drug testing compliance, and specific customer rules for the project being awarded. Consequently, subcontractor personnel report to the superintendent at their jobsites well-informed, with the correct documentation, and having fulfilled all pre-job requirements.

Describe your approach to performing construction administration and construction management

Every effort of construction administration and management centers on keeping the team informed with accurate and timely information. Information availability and flow assures smooth progress in the field and that decision points and solutions meet. Construction administration and management is driven by effective communication through regular project meetings where we discuss performance of Safety, Schedule, Budget, Submittals and RFI's. We come together to facilitate the solution of problems, to identify responsibility and date for resolutions and to assure everyone is in-step with the progress of the project. When it comes to project documents, we utilize Submittal Exchange, a powerful on-line collaboration service which stores, logs, tracks and provides access to all project documents from any team-member's computer or tablet. Owners, Architects and Subcontractors have all positively supported our direction with on-line document control because it improves team communication, efficiency and accuracy.

Specifically, with more than 90 years combined experience, KG Walters | Q&D have developed straight-forward and professional approaches to construction administration and management. We have a thorough and detailed Procedures Manual available to all our Construction Teams on-line; from Project Start-Up Checklists to Recommended Meetings and Suggested Agendas, Schedule Audit Checklists, Safety Inspections all the way through Closeout Checklists and Procedures. We know how to get from Point A to Point B efficiently, safely and connected as a team. With all that being said, we take a project-specific approach with each Owner; melding your priorities with our standard operating procedures during preconstruction and extending that through construction.



Describe your approach to controlling the project construction budget and schedule.

KG Walters | Q&D is meticulous at both cost and schedule control and will be your partner in this effort by providing cost and schedule detail at all stages of the project so that you can make informed decisions about your project. We use the following steps to control budget and schedule from start to finish on every project:

Controlling Budget

- Early alignment of expectations.
- Detailed quantity-based, production derived estimates.
- Promote partnership with the design team.
- Providing appropriate contingencies.
- Reviewing design elements relative to constructability.
- Providing competitive bid market coverage.
- Providing clear bid scopes.
- Providing accurate documents reflective of the approach.
- Offering alternatives to achieve desired end-results.
- Keeping the project on schedule during pre-construction and construction.
- Accurate project cost available up-to-the-day via Heavy Job and KG Walters | Q&D accounting software.
- Continuous cost projection analysis during construction.

Controlling Schedule

- Schedule everything and show how design, budgeting, bidding, award, procurement and construction fit together. We do mean everything.
- Assign responsibilities for each deliverable in pre-construction and follow through.
- Get subcontractor buy-in on durations.
- Build a realistic schedule.
- Include the schedule as a bid document and attach the bid schedule to the subcontracts.
- Review the schedule with subcontractors in pre-job meetings.
- Review the schedule with subcontractors in jobsite subcontractor meetings.
- Update the schedule weekly from project inception to punchlist completion.



KG Walters | Q&D believes in using technology to thoughtfully improve project delivery. We use a proprietary software as both a document repository for any project related correspondence, and a document management tool. Any team member can log in, review status, see documents, and authorized users can utilize it to make approvals and transmit items. It manages RFI's, submittals, ASI's, Substitution Requests...anything that needs to be tracked and logged. It is even customizable, and can track company-specific documentation.



Describe your approach to performing quality assurance/quality control during construction.

Many components of the construction process affect the quality of the final product. In order to have a successful program it is important to recognize the impact of each of these components on quality, and to incorporate them into a cohesive program.

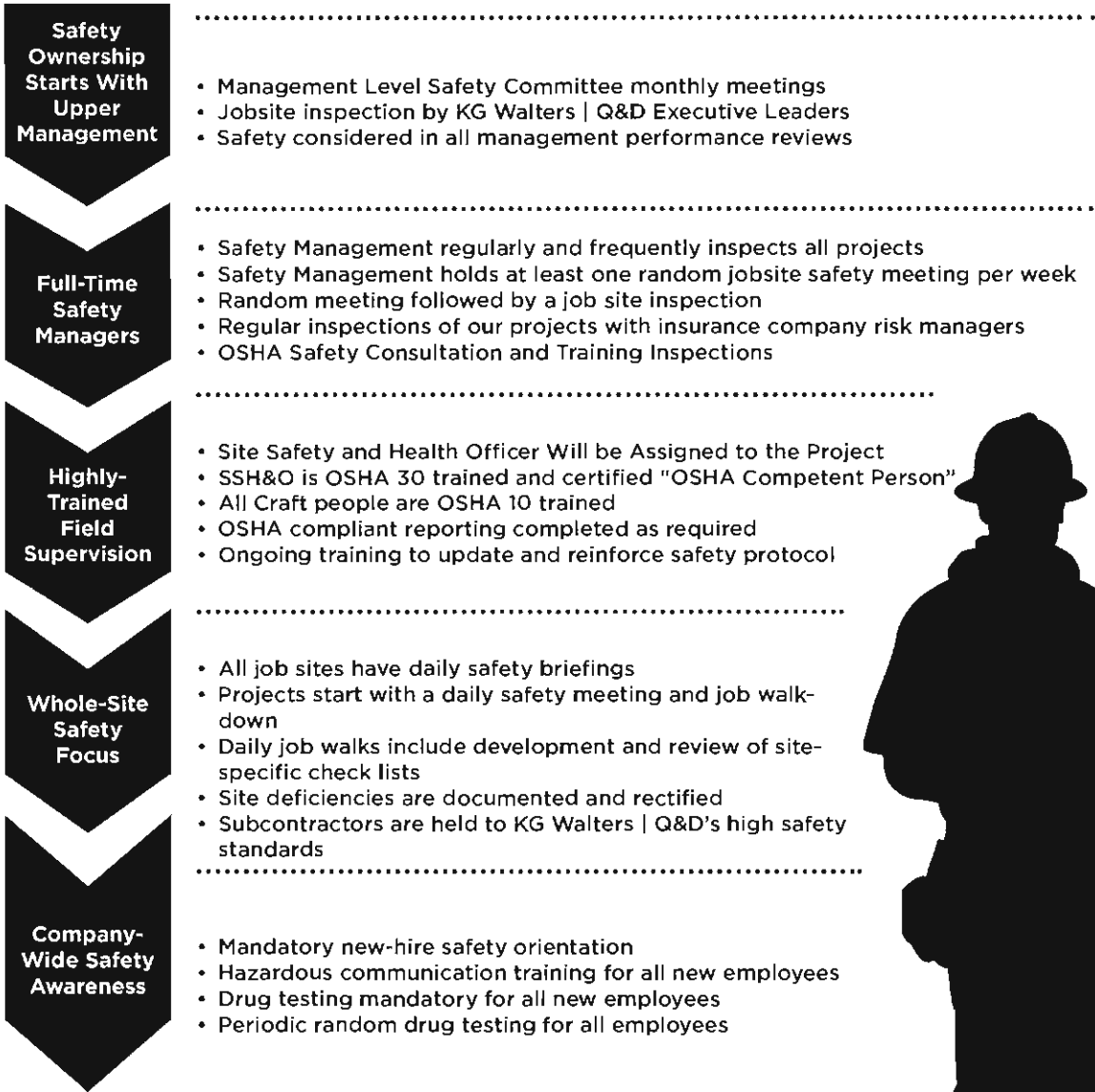
- Development of Plans and Specifications: Aid the designer in preparing documents that assist the team in communicating job-specific requirements to subcontractors and workers in the field. This reduces confusion, makes the bid process go smoothly, and reduces field errors.
- Clearly Defined Expectations in Subcontract Bid Docs: Supplement the documents with bid instructions that clearly communicate the procedural requirements, jobsite rules, and amenities so there are no scope gaps.
- Submittal Management: Track and confirm samples and product data for all materials intended for use on the jobsite. Work backwards from the time a delivery is required on the project, to ensure that the submittal is timed for approval well before the start of the manufacturing window.
- RFI Management: Ask questions informally but follow up with confirmation in writing to make sure the information gets documented and distributed to subcontractors and followed-through in the field.
- Expediting: Once a submittal is approved, track the order and the expected delivery. Contact the supplier directly when appropriate to confirm. Make sure the manufacturer clearly understands the delivery date requirements. Communicate with the delivery company to ensure access routes, hours, and other protocols are properly followed. Check often until the delivery is made. Review the delivery when it arrives for compliance with the specification and approved submittal, and inspect it.
- Scheduling: Define an orderly and timely submittal process. Track material and equipment procurement, including Owner supplied items, on-site installation durations and sequences. Subcontractors must be given the proper time and space to provide a quality product.
- Individual Subcontractor Pre-Construction Meetings: Review all job specifications and delivery requirements, in addition to rules, regulations, etc.
- Pre-Installation Meetings: For items with tight tolerances, special requirements, and complex sequencing, we schedule pre-installation meetings to go over the work prior to installation.
- Special Inspections: Document and follow-up on special inspections. Integrate them into the project schedule.
- M/E/P Commissioning: Develop the commissioning plan early on in the project. Make sure the subcontractors have included their participation in the process in their bids.
- Quality Control Checklists / Punchlist: Develop, maintain, and follow through to completion our job-specific quality control checklists. When we inspect, comment, repair, and continue activities in sequence instead of waiting until the final punchlist for repairs, we reduce return trips and logistics involved with getting workers site access. Our punchlists are pre-punched, meaning we have inspected and repaired any items before calling out the designers and the Owner for their inspection. Any remaining items are followed up on quickly and energetically.



Quality Control and Punchlists
 KG Walters | Q&D uses mobile-ready software to mark plans for quality control reviews, track non-confirming work through to resolution and also develop pre-punchlists and punchlists - all from our ipads in the field.

Describe your approach to administering a safety program.

KG Walters | Q&D Safety Plan Executive Summary
A "Top to Bottom" Approach



KG Walters | Q&D Experience Modification Ratio (EMR)
Last three years

Company	2014	2013	2012
KG Walters Construction	0.87	0.87	1.15
Q&D Construction, Inc.	0.78	0.67	0.73

Describe your approach to achieving project close-out (commissioning, punch-list, and warranty work).



Online Warranty Tracking
 KG Walters | Q&D will use Submittal Exchange to receive, track and respond to warranty requests. Clients can log in at any time and view the status of their warranty requests.

Our approach promotes early closeout and our promise to promptly turn over the closeout documents at substantial completion.

- Start Early: Close-out starts as early as bid package development. Closeout instructions are part of the bid instructions.

The instructions will also include a copy of the start-up and commissioning plan. Key components of the plan will include:

- Factory testing and / or certification requirements
- O&M Manual requirements
- Verification of electrical readiness
- Training of City staff
- Loop testing and tuning
- Instrumentation calibration and adjustment
- Operation readiness test
- Functional acceptance test
- Regulatory agency approvals
- 30-day acceptance test
- Make a Log and Track Closeout Activities: By 60% completion of the first phase of construction, we will have a comprehensive log which tracks all required closeout items. Items include warranties, O&M manuals, as-built drawings, spare parts, required training, and more. Responsibility for each item is assigned to a subcontractor, along with a due date.
- Meet and Confirm Prior to Punchlist: A meeting will be held at 85% completion to review the closeout log with the Owner and the designers to confirm that all requirements are being tracked. This will focus and energize the team for a strong finish.
- Swift Resolution to Open Items: Punchlist issues are brought up early and tracked to completion. Items are communicated to the appropriate subcontractors via list-tracking and correction is verified and signed-off. Prior to the official punchlist review, KG Walters | Q&D will do a pre-punch so that everyone's time is used efficiently.
- Useful and Lasting O&M Information: O&M components, tracked in the closeout log, will be gathered, ordered, and presented in accordance with the requirements. The O&M manual should reflect the care and detail that we put into the construction of the project and that it should be a useful and helpful guide to maintenance and product information for your new facility.
- Warranty Work: After the final closeout is signed off, we don't ride off into the sunset. We will have a closeout meeting with you to agree on the best plan for administrating warranty work and show you where the warranty and contact information is located in the O&M manual. We also will perform a Warranty Walk - held 1 month before the expiration of the initial labor warranty period, which is typically 1 year. At 11 months, we will schedule a walk-through and review all spaces. If we find any issues that need repair under the warranty, we will schedule that work and follow-through to make sure it is completed to the customer's satisfaction.

Describe your approach to change mitigation with subcontractors

Change mitigation with subcontractors starts with preconstruction. Prior to preparing and submitting a GMP, our team will know the plant as well as Carson City's staff. If expectations are clear and scopes are fully analyzed prior to submitting a GMP, there shouldn't be any changes to mitigate. The following steps that are included in preconstruction are key to avoiding subcontractor changes.

- Contact and insure that subcontractors with prior experience with Q&D and KG Walters are prequalified. Both companies have strong relationships with local subcontractors.
- Develop clear and thorough subcontractor bid packages with well-defined scopes and specifications
- Prepare and lead a thorough and informative mandatory subcontractor pre-bid meeting. Communicate the expectations of the project team. Provide an overview of the whole project. Record the meeting and provide copies of the recording prior to the bid date for all subcontractors to review.

These steps are critical to avoiding subcontractor changes. However, issues can still arise. Once again, pre-construction keeps these changes from adversely affecting the project.

- During preconstruction, the team will work diligently to identify areas of risk. Whenever possible, the risk will be mitigated through extensive research, planning, and coordination. However, sometimes the risk can't be fully mitigated. In those instances, the team will try to predict the impacts of these risks and address them with contingencies. The contingencies can be schedule related, alternate construction methods, or value based.
 - Contingency terms are included in the contract documents between the CMAR and the owner
 - The CMAR cannot exercise the contingencies without approval from the ownership team.

A thorough preconstruction process will minimize subcontractor changes. However, our team also understands the "At Risk" portion of the contract. In instances where a subcontractor requests a valid and deserved change, and it wasn't identified as a potential issue with a contingency in preconstruction, KG Walters | Q&D will mitigate the change directly with the subcontractor without involving Carson City. We take preconstruction seriously. We understand why Owners use CMAR delivery methods, and we are confident in our abilities to meet all of the owner's project goals.

Describe your approach to change mitigation pertaining to the GMP Contract for additional time, cost and general conditions

KG Walters | Q&D understands the scheduling / financing obstacles and constraints for the project. Early during preconstruction, we will work to identify construction sequencing which minimizes overhead, and maximizes crew productions and efficiencies. The project has a fairly extended time frame, as a result, the team needs to look for opportunities to reduce overhead whenever possible.

If changes arise that have the potential to affect the project schedule, our team will look for win-win solutions. The planned pre-construction period is more than ample. KG Walters | Q&D will have a solid plan in place before the first shovel touches the ground. While unforeseen circumstances will arise, our companies have more than seventy-five years working in Northern Nevada and our team members have nearly 200 years of combined experience with almost 70% of that experience in Northern Nevada. We will rely on this experience to find the win-win situation.

If a situation arises that will cause the project to incur additional overhead and time related expenses. It will be handled in a manner very similar to the process outlined for subcontractor change mitigation. If the potential for the change was addressed with a contingency during preconstruction, KG Walters | Q&D will work with the City to determine the appropriate value for the changes.

If the situation wasn't identified as a potential risk, KG Walters | Q&D cannot reasonably expect Carson City to participate in additional costs associated with the issue.

Discuss your approach to mitigating adverse weather conditions and the potential costs/delays that might arise due to weather

Adverse weather is a common occurrence in Northern Nevada. Our experiences have taught us that when the region is lined up with the jet stream it can get very difficult to continue working. Carson City is also in a unique area that can also experience lake effect snow from Lake Tahoe when other areas in the region don't even receive a trace of snow. As a result, we will develop a schedule during preconstruction that minimizes the potential to be affected by winter conditions. While that won't always be feasible, the efforts will be made. During GMP preparation, KG Walters | Q&D will request a snow removal / weather management contingency for items like heating, cold weather protection, and snow removal. Since planning can only mitigate this risk to an extent and the rest is out of everyone's control, we believe a contingency is the best tool to manage the risk. Contingency funds will not be expended without concurrence with the City. Additionally, any unused funds will be returned to the City.

Explain what duties are being completed out of the office in counties contiguous to Carson City

KG Walters Construction and Q&D Construction both maintain full-time permanent offices in Washoe County. All management activities will be performed from these offices. Additionally, our companies both pride themselves on performing significant amounts of self-performed work. Components of this project that will be constructed by KG Walters | Q&D include excavation, underground utilities installation, above and below grade pipe installation, structural concrete, roof framing (if building work is included), and mechanical systems installation. All of these activities will be managed by Northern Nevadans and constructed by employees that live in Lyon County, Douglas County, Washoe County, Storey County, or Carson City.



APPENDIX 1

Resumes of Key Personnel





Resume

WALT JOHNSON
Project Executive

26 Years of Industry Experience

24 Years on the KG Walters Team

Education

BS Construction Management
Minor in Business Administration
California State University, Chico

Strengths



Leader



Communicator



WWTP Expert



Knowledge

Walt's Role on This Project

Walt's role will be to ensure customer satisfaction through constant monitoring of the CMAR process. The project team will utilize his extensive experience throughout all phases of the project.

More About Walt

Walt began his career in construction working summers as a loader operator and working during the school year as a labor and carpenter. After graduation, Walt started his professional career with Paul A. Laurence Company as an Office Engineer on a \$46,000,000 wastewater treatment plant in Oxnard, CA. Walt then joined KG Walters as a Project Engineer/Superintendent on a \$6,000,000 wastewater treatment plant expansion in Sonoma, CA. From there Walt worked his way up at KG Walters and was promoted to President and CEO in 2001. His 26 years of construction experience working in all levels of the construction process provides a solid background to lead KG Walters Construction as it grows and changes in this challenging industry. Walt believes that putting the right people in place with the support necessary to build a team focused on the success of each project is the key to KG Walters' success.

Key Project Experience

City of Fernley Water Treatment Facility, Fernley, NV. This \$40,000,000 project was a new 20 MGD microfiltration WTP facility using Pall Filtration Equipment.

Tracy Power Plant Wastewater Treatment System, McCarran, NV.

This \$8,200,000 project was a Design/Build zero liquid discharge, high efficiency reverse osmosis, membrane filtration WWTP for the new power generation facility.

Minden Gardnerville Sanitation District Anaerobic Digester Project, Minden NV. This was a new anaerobic digester and the rehabilitation of an existing digester, totalling \$4,400,000.

South Truckee Meadows Water Reclamation Facility Expansion, Reno, NV. This \$20,700,000 project was an expansion of an existing water reclamation facility including a new oxidation ditch, aeration blowers, two secondary clarifiers, RAS/WAS pump station, tertiary filters, chlorine contact tank, chemical building, headworks improvements and modifications to existing facilities all which were coordinated to keep the existing treatment process working without interruptions.





23 Years of Industry Experience

19 Years on the Q&D Team

Education

BS Business Management
University of Nevada, Reno

Industry Activity

- NV AGC Board of Directors
- Committee for Excellence in Education
- Reno-Sparks Chamber of Commerce Board of Directors
- REno-Tahoe Winter Games Coalition
- Boys and Girls Club of Truckee Meadows Board

Resume

LANCE SEMENKO
Project Executive

Strengths



Leader



Communicator



CMAR Expertise



Logical Thinker

Lance's Role on This Project

Lance will oversee the project team and ensure that all members are working as a team and making the joint venture a success.

More About Lance

Lance will lead consensus-building among stakeholders for the project. He will review constructability and project strategy for the team, giving them input and guidance on logistics, constructability and value-engineering. Throughout the project he will ensure goals for safety, quality, budget and schedule are met.

Lance's management style is collaborative. While projects each have clear team leaders and managers, his department personnel each have detailed understanding of the technical challenges facing every project on the books, and they participate in estimating, constructability, value engineering, logistical planning and provide other feedback. This ensures that every project gets the benefit of the collective experience of Q&D, and that all team members learn and expand their construction knowledge.

Lance began his construction career at Helms Construction in 1978 as a laborer and worked his way up to project manager building RTC projects for them. At Q&D he started as an estimator/project manager on negotiated projects that included preconstruction services for projects like IGT campus and the Somerset Development. He has led much of the complex and high-dollar construction at Q&D including work for NDOT.

No stranger to challenging schedules he worked together with the developer at Legend's at Sparks Marina to value engineer the sitework and infrastructure on the \$100,000,000 shopping destination to ensure completion of pads and roads in time for key tenants on the CM at Risk project. Most recently as Sr. VP of Q&D's General Engineering department, he guided all the infrastructure work at Northstar for the Ritz-Carlton Highlands Lodge, a CM at Risk project that included \$75-million in road construction and foundation work built at elevation, on tight timelines, and under EPA and TRPA regulation.

Lance is the leader of the Q&D safety review board, regularly updating safety practices and policies.





Resume

JEFF BEAN

Preconstruction Manager

Strengths

Jeff's Role on This Project

- 14** Years of Industry Experience
- 11** Years Constructability Experience
- 10** Years on the Q&D Team



Leader



Communicator



CMAR Expert



Knowledge

Jeff is on-board to advise the team with regard to all horizontal construction work on the project, including underground utilities, structural concrete, maintaining plant operations, and safety. He will be "hands-on" during pre-construction, participating in estimating, constructability, logistical planning and partnering. Jeff will help the pre-construction team transition to construction and continue to be a resource for the project team throughout the construction process.

Education

BS Civil Engineering, University of Nevada, Reno; Masters in Business Administration, University of Nevada, Reno

Key Project Experience

Virginia Street Reconstruction Work, Reno, NV. Jeff guided the team on this \$2,400,000 reconstruction of a portion of the Reno downtown casino corridor. The project includes new sidewalk, pedestrian access ramp upgrades, installation of trees and street lighting, and traffic signal improvements.

Golden Eagle Regional Park, Sparks, NV. Jeff was instrumental in guiding the technical aspects of the largest turf installation in the country, and assisted the design team in identifying 3.2% value engineering savings after the start date on the \$22,000,000 award-winning project.

Clear Acre Lane & McCarran Blvd. Improvements, Reno, NV. In a \$34,900,000 joint-venture, Jeff managed construction of two bridges. When a supplier failed, Jeff orchestrated a beam casting plant to get the project back on schedule.

Highlands View Road, Northstar at Tahoe, Truckee, CA. Jeff guided much of the challenging \$38,000,000 scope of work for Highlands View Road, an award-winning project.

Moana Lane Extension, Reno, NV. Jeff helped the team manage this \$13,000,000 project. It featured a diverse scope of work extending Moana Lane into Longley and connecting the Double Diamond community.

Floriston Bridge Replacement, Floriston, CA. Jeff managed this \$1,800,000 reconstruction of a cast-in-place box girder bridge over the Truckee River.

V&T Railroad Phase 2C & 3A, Carson City, NV. Jeff was the project manager on over 6 miles of historic railway reconstruction that included a bridge installation over US 50, scaled slopes, relocation of utilities, and excavations in excess of 30-feet.

I-80 Reconstruction Painted Rock to Fernley, NV. Jeff reached out to the Owner rep, DCS, to ensure that though they were brought on late, they had the information and tools to hit the ground running. Together the team shaved 100 days off the schedule reevaluating the work constraints.





27 Years of Industry Experience

18 Years on the KG Walters Team

Education

BA in Behavioral Science, Concordia College, Portland Oregon

Industry Activity

- University of Nevada, Reno College of Engineering Advisory Board
- Constructability/Cost Consultant for Nolte-Vertical Five Consulting Engineers
- Collective Bargaining negotiator- AGC NV Chapter
- Lobbyist- AGC, 2011 NV Legislative Session
- 2011 President- NV Chapter, Associated General Contractors of America

Key Project Experience

City of Fernley Water Treatment Facility, Fernley, NV. This \$40,000,000 project was a new 20 MGD microfiltration WTP facility using Pall Filtration Equipment. Dave was the project manager on this project.

Tracy Power Plant Wastewater Treatment System, McCarran, NV.

This \$8,200,000 project was a Design/Build zero liquid discharge, high efficiency reverse osmosis, membrane filtration WWTP for the new power generation facility. Dave was the project manager on this project.

South Truckee Meadows Water Reclamation Facility Expansion, Reno, NV. This \$20,700,000 project was an expansion of an existing water reclamation facility including a new oxidation ditch, aeration blowers, two secondary clarifiers, RAS/WAS pump station, tertiary filters, chlorine contact tank, chemical building, headworks improvements and modifications to existing facilities all which were coordinated to keep the existing treatment process working without interruptions.

Sacramento Regional Wastewater Treatment Plant, Elk Grove, CA. \$8,915,134

Resume

DAVE BACKMAN
Project Director

Strengths

- Leader**
- Communicator**
- WWTP Expert**
- Knowledge**

Dave's Role on This Project

Dave will be involved during both the preconstruction and construction phases of this project. Dave's role for this project will be coordinating the CMAR team to make sure information is properly communicated. Assuring that all lessons learned during preconstruction are transferred to the construction phase will guarantee the CMAR process is successful for this project.

More About Dave

Dave started in construction in 1985 as a carpenter, then quickly became a foreman and moved on to project management. He had long admired KG Walters Construction as a respected, tough competitor, and in 1995, he joined the KG Walters team as a project superintendent. He was promoted to the position of Senior Vice President in 2001. Dave handles all aspects of field supervision and workplace safety in addition to his duties of project management.

Dave has been the project manager and prime mover on many of KG Walters' Nevada projects including a new \$40 million water treatment facility in Fernley and a \$20 million wastewater treatment plant expansion in Reno. Dave draws on his diverse work and educational backgrounds to manage a range of personnel and activities on his projects.





Resume

KEVIN HAMILTON
Chief Estimator

Strengths

Kevin's Role on This Project

33 Years of Industry Experience

14 Years on the Q&D Team

Education

BS Civil Engineering, University of Minnesota

-  **CMAR Expertise**
-  **Logical Thinker**
-  **Knowledge**

Kevin will lead the estimating for the project. Kevin's experience ranges from bridge rehabilitations to road reconstruction to headworks construction. He will contact major subcontractors and suppliers throughout the preconstruction process for plan and specification reviews and budgets.

Key Project Experience

Kingsbury Grade Reconstruction CMAR, Kings Beach, CA. Kevin's understanding of local weather conditions for the Truckee Meadows and Lake Tahoe area are indispensable as he estimates construction methods and timeframes for concrete paving and erosion control structures on this \$14,500,000 reconstruction project.

Stateline-to-Stateline Bike Path Phase 1C CMAR, NV. Kevin was the chief estimator on this \$1,400,000 CMAR project for NDOT to add and improve bicycle and pedestrian access around the Nevada side of Lake Tahoe.

Carlin Tunnels Rehabilitation CMAR, Elko County, NV. Kevin was the chief estimator on this \$23,000,000 CMAR project which included rehabilitation of two tunnels, eight bridges and sections of interstate in northeastern Nevada for NDOT. Kevin's knowledge of how to construct concrete in winter conditions were key to creating an accurate project budget.

Lemmon Drive, Lemmon Valley, NV. Kevin oversaw estimating and also managed this project, a \$3,600,000 widening and Reconstruction of Lemmon Valley and Sky Vista intersection. Traffic safety and coordination were needed for this busy intersection due to phased construction.

McCarran Widening, Reno, NV. Kevin was the estimator on this \$8,600,000 project that included widening the roadway, installing new utilities, grading and erosion control, traffic signals and curbs and gutters on this 1.5-mile stretch of arterial bordered on all sides by retail businesses.

USA Parkway Interchange, Sparks, NV. Kevin delivered this \$14,205,000 highway project in April 2008. It features two bridge structures with 11 pre-cast beams that are 148-feet long to span the river and 38 additional pre-cast beams.

Clear Acre Lane & McCarran Boulevard Improvements, Reno, NV. Kevin oversaw estimating and project management for this complete reconstruction of two interchanges at McCarran and Clear Acre Blvd. The project, a joint venture worth \$34,900,000, also included 36,000 sf of concrete retaining walls.

Walker River Bridge Replacement at Schurz, NV. This \$2,836,595 job delivered in August 2005 included installation of water and sewer, including two each 140-foot bores 14 feet under the Walker River and reconstructing existing bridge and roadway.

Moana Lane Extension, Reno, NV. Kevin was estimator and project manager on this \$13,500,000 award-winning job that extends Moana Lane into Longley and connecting the Double Diamond community.





41 Years of Industry Experience

29 Years on the KG Walters Team

Education

BS Mechanical Engineer, University of Santa Clara
Advanced Management Training, GC of America, Dallas TX

Registrations

Registered Professional Mechanical Engineer, License No. 21070

Resume

TOM CROTTY
Mechanical Engineer

Strengths



WWTP Expert



Logical Thinker



Knowledge

Tom's Role on This Project

Tom's extensive experience in estimating and managing mechanical work will bring insight to the project team. Accurately reflecting costs early on in the preconstruction process will allow the team to examine any potential alternatives and make certain that the final plans and specifications reflect the best value project.

More About Tom

After working on construction of water projects in the Peace Corps, Tom returned to this country and began working in onsite project management for geothermal plants, wind tunnels and wastewater treatment plants. Eventually he moved into the main office and in addition to project management added estimating to his duties. His primary estimating responsibility is the mechanical portion of the work. He was promoted to the position of Vice President in 1991 and began performing office management duties. His years of working with purchasing, submittals and preconstruction planning will be put to use by the team in the preconstruction phase of this project.

Key Project Experience

Carson City Sludge Dewatering , Carson City, NV.

Tom was involved in the mechanical estimating on this \$4,763,933 Project. He purchased the mechanical equipment and was in charge of the submittals for this portion of the project. During the start-up of the equipment he was the on site project manager.

Meadow Vista Water Treatment Plant Improvements Phase II, Meadow Vista, CA.

Tom prepared the mechanical portion of the estimate for this \$4,857,784 project. He purchased the mechanical equipment and oversaw the mechanical submittal portion of this project.

City of Fernley Water Treatment Facility, Fernley, NV.

Tom worked on the estimate on this \$39,883,185 project. After KG Walters was the successful bidder the was involved in the purchasing and submittal process for the mechanical equipment on the project. He was also involved in the start-up planning.

Tracy Power Plant Wastewater Treatment System, McCarran, NV.

This \$8,181,228 project was a design build zero discharge water treatment plant for an upgrade at the Tracy power plant. Tom was the Estimating manager tasked with working with our treatment equipment supplier and our design engineer. During the project, he was involved in the purchase of the equipment and coordinating during the preconstruction design phase.

Reno Stead Water Reclamation Facility Expansion, Reno, NV.

Tom prepared the mechanical portion of the estimate for this \$16,661,157 project. He purchased mechanical equipment for the project and was involved in the submittal process and the start-up for this project.





15 Years of Industry Experience

10 Years on the KG Walters Team

Education

BS in Construction Management
California State University,
Chico, Minor in Business
Administration

Industry Activity

AGC Nevada Safety Committee,
Leadership Council and Affairs
Committee member

Resume

GARRETT KOOYERS

Construction Project Manager

Strengths

Garrett's Role on This Project



Leader



Communicator



WWTP Expert

Garrett will be involved on an as needed basis during preconstruction. As the project moves towards the construction phase, Garrett will work Schedule Coordinator to develop a project schedule that is accurate and achievable.

More About Garrett

Garrett worked as a carpenter for a residential contractor in the San Francisco Bay Area for five years and completed two internship summers with Independent Construction in Concord, California on housing tract developments. Garrett signed on with K.G. Walters after graduation as a Project Engineer on treatment plant projects. In 2007 he became a Superintendent/ Project Manager on water treatment facilities up to \$40 million including the City of Fernley Water Treatment Facility. Currently he is estimating projects and managing work in Northern Nevada.

Key Project Experience

South Truckee Meadows Water Reclamation Facility 2012 Rehab & Enhancement Project, Reno, NV. New screenings buildings with more efficient screening and compaction equipment to replace undersized equipment. Designed a concrete roof shoring system. Coordination of tie in sequencing with existing plant operations was critical to eliminate shut down durations. Garrett was the project manager on this \$2,562,000 project.

Spooner Pump Station, Incline Village, NV. Increase size outdated and undersized pumping systems and large standby generator. Worked with seven separate regulatory agencies to ensure the project located on the shores of Lake Tahoe and Highway 28 didn't impact lake or construction schedule. Proximity to lake and highway presented challenging safety concerns, site storage and working area. Garrett was the project manager on this \$2,518,183 project.

Jobs Peak Ranch Water System Improvements, Gardnerville, NV. Increased the local communities PH through the use of aeration without chemicals. Supervision of field excavation, concrete and mechanical crews. Garrett was the project manager on this \$1,164,817 project.

City of Fernley Water Treatment Facility, Fernley, NV. Largest and most advanced water treatment system in northern Nevada. A 20 mgd arsenic treatment facility. Schedule was successfully accelerated by three months for owner to avoid regulatory fines. Garrett was the project manager on this \$39,883,185 project.

Tracy Power Plant Wastewater Treatment System, McCarran, NV. One of the most challenging projects he has worked on due to the fast-track design/build requirements. Created modifications to system during commissioning as influent water characteristics changed. Coordinated and scheduled system connections. Garrett was the project manager on this \$8,181,228 project.





BRIAN GRAHAM
Schedule Manager

Resume

11 Years of Industry Experience

7 Years on the Q&D Team

Education

Attending University of Nevada, Reno for BS Business Administration

Strengths



CMAR Expertise



WWTP Expert



Knowledge



Logical Thinker

Brian's Role on This Project

Brian is responsible for managing all aspects of his projects, from submittals and procurement, to field implementation and closeout. His favorite aspect of engineering projects is collaborating with teams on the most efficient and low-impact approach to logistical challenges. Brian manages his projects with the client's best interests in mind - keeping the public safe while running an effective project.

Key Project Experience

Kingsbury Grade Reconstruction CMAR, Kings Beach, CA. Brian's experience with managing complex, phased road and plant projects is benefiting the CMAR team working on these improvements to erosion control, roadways and drainage along major highways adjacent to Lake Tahoe. Brian is the preconstruction manager, guiding the project through schedule planning and bidding. The project is worth approximately \$14,500,000.

Stateline-to-Stateline Bike Path Phase 1C CMAR, NV. Brian led the precon and construction management of this \$1,400,000 CMAR project to add and improve bicycle and pedestrian access around the Nevada side of Lake Tahoe.

Glendale Water Treatment Intake Improvement, Sparks, NV. Successful construction of this complex project required coordination with two environmental consultants, the Army Corp of Engineers, and numerous local and regional government agencies to divert the one of the most heavily regulated rivers on the west coast. Brian and his team worked seamlessly with all entities to ensure the project was successful for everyone. The project won ENR's SW Contractor Best of 2012 Award in the Civil category.

Silver Springs Water Treatment Plant, Silver Springs, NV. Brian led our team through the final stages of construction on this \$2,282,000 water filtration facility that features 4,000 sf of metal building, 6 skid-mounted arsenic filters, and controls.

Herlong Transmission Mains and Pump Station, Herlong, CA. Brian oversaw all aspects of estimating and construction on this Herlong PUD facility that included 13,000 lineal feet of water transmission main, a 510,000 gallon welded-steel tank and a booster pump station.

TMWA 2009 Main Replacement, Reno, NV. Brian led the estimating and project management teams on this \$4,609,000 project to replace 12,000 feet of water main and services. The work included two river crossings that replaced transmission mains under the Truckee River.

RTC Greg Street Rehab Phase I, Sparks, NV. As estimator and project manager for this \$2,085,000 roadway reconstruction project, Brian oversaw curb and gutter repairs, storm-drain improvements, CTB and paving work.

City of Reno Sewer Rehab, Reno NV. Working in various locations around Reno to replace 15,000 feet of sewer main, Brian's team deftly handled excavations for lines up to 22-feet deep while maintaining business as usual for the surrounding businesses and residents on this \$3,927,000 project.



APPENDIX 2

Litigation and Dispute History

- *List all projects that have had litigation or disputes within the last 5 years*

KG Walters: Moody Lane Water Reclamation Facility

Q&D: Misc Chapter 40 Claims

- *Have liquidated damages been assessed against your firm? If so, describe when, where, and why.*

KG Walters: No

Q&D: No

- *Has there been a termination for cause from a contract before completion? If so, describe when, where, and why.*

KG Walters: No

Q&D: No

- *Has your firm been declared to be in default on any contract (whether bonded or not bonded)?*

KG Walters: No

Q&D: No

- *Has any type of settlement been paid by your firm or to your firm in excess of \$25,000? If so, describe when, where, and why.*

Q&D has been involved in Chapter 40 claims (NRS Chapter 40 is the law regarding construction defects in residential building), for which we were the subcontractor. These claims were settled to reduce legal fees. For instance, we performed the site grading as a subcontractor at a major housing development and were named in a Chapter 40 claim over roof leaks.

Q&D has **never been found at fault** for construction defects or settled a legitimate claim. We warranty our work and, though rarely required, repair it to the satisfaction of our customer if an issue arises.

KG Walters: A non-performing subcontractor was terminated from the Moody Lane Water Reclamation Facility Project in 2008. After moving through the arbitration process, the dispute was settled in 2010.

- *Has there been a judgment rendered for breach of contract other than a breach for legitimate cause? If so, describe when, where, and why.*

KG Walters: No

Q&D: No

- *If a judgment has been entered and a case has been appealed, provide the general facts of the case and the basis of the appeal.*

Not applicable.

- Neither Q&D nor KG Walters has been found liable for breach of contract with respect to a previous project during the five years preceding the date of advertisement for the Carson City Water Reclamation Plant Improvement Project
- Neither Q&D nor KG Walters has been disqualified from a contract pursuant to NRS 338.017, 338.13895, 338.1475, or 408.333.



APPENDIX 3

Miscellaneous Submittal Requirements

Include a copy of the firm's current Certificate of Eligibility

Please see KG Walters | Q&D's Certificate of Eligibility. KG Walters | Q&D requests to receive preference as a Nevada contractor and will certify our compliance with any applicable NRS requirements.



NEVADA STATE CONTRACTORS BOARD

1970 GATEWAY DRIVE, SUITE 100, SPENCER, NEVADA 89421 (702) 881-1414 FAX: (702) 881-1471 INVESTIGATIONS (702) 881-1110
2710 CORPORATE CIRCLE, SUITE 300, HENDERSON, NEVADA 89014 (702) 881-1022 FAX: (702) 485-1142 INVESTIGATIONS (702) 881-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-20-0024

Q & D CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 8197B ORIGINAL ISSUE DATE: 08/28/1996 BUSINESS TYPE: CORPORATION CLASSIFICATION: A - GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON SEPTEMBER 1, 2013 AND EXPIRES ON AUGUST 31, 2014 UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 8/15/2013
FOR MARGI GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



NEVADA STATE CONTRACTORS BOARD

1970 GATEWAY DRIVE, SUITE 100, SPENCER, NEVADA 89421 (702) 881-1414 FAX: (702) 881-1471 INVESTIGATIONS (702) 881-1110
2710 CORPORATE CIRCLE, SUITE 300, HENDERSON, NEVADA 89014 (702) 881-1022 FAX: (702) 485-1142 INVESTIGATIONS (702) 881-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-20-0019

Q & D CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 8197A ORIGINAL ISSUE DATE: 04/11/1987 BUSINESS TYPE: CORPORATION CLASSIFICATION: B - GENERAL BUILDING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON MAY 1, 2013 AND EXPIRES ON APRIL 30, 2014, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 5/09/2013
FOR MARGI GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.





NEVADA STATE CONTRACTORS' BOARD

5075 SHERWAY DRIVE, SUITE 100, RENO, NEVADA 89521 (775) 333-1341 FAX (775) 388-1327 INVESTIGATIONS (775) 333-1348
220 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA 89014 (702) 486-1122 FAX (702) 486-1138 INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-03-14-0108

K G WALTERS CONSTRUCTION CO., INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 17383 ORIGINAL ISSUE DATE: 04/26/1980 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON MAY 1, 2013 AND EXPIRES ON APRIL 30, 2014, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 4/29/2013
FOR MARGI GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

The applicant shall include a copy of the Preferential Bidder Statute Affidavit.

The JV partners of KG Walters | Q&D have each executed the Local Preference Affidavit and each is included herewith.

Local Preference Affidavit
(This form is required to receive a preference in bidding)

I, Walt Johnson, on behalf of the Contractor, K.G. Walters Construction Co., Inc., swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. 1314-132, Project Name Carson City WRP CMAR RFP, certify that the following requirement will be adhered to, documented and attached on completion of the contract. Upon submission of this affidavit on behalf of K.G. Walters Construction Co., Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338, XXX*:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the construction professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 144 on April 27, 2011, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.

By: Walt Johnson
Title: President

Signature: [Handwritten Signature]
Date: 1/14/2014

Signed and sworn to (or affirmed) before me on this 14 day of January, 2014, by Walt Johnson (name of person making statement).

State of Nevada)
)ss.
County of Washoe)
Sarah J. Vanemmerik STAMP AND SEAL
Notary Signature



Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, LANCE SEMENKO, on behalf of the Contractor, QSD CONSTRUCTION, swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. REP 1314-132, Project Name WRP IMPROVEMENTS, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of QSD CONSTRUCTION, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the construction professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

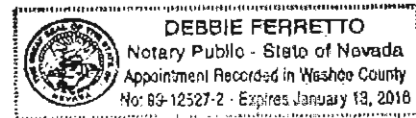
***Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 144 on April 27, 2011, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: LANCE SEMENKO
 Title: CHIEF OPERATING OFFICER
 Signature: [Signature]
 Date: JANUARY 17th 2014

Signed and sworn to (or affirmed) before me on this 17th day of January, 2014, by _____ (name of person making statement).

State of NEVADA
)ss.
 County of WASHOE

[Signature] STAMP AND SEAL
 Notary Signature



The applicant shall include a copy of his current Nevada Contractor's License.

Please see copies of KG Walters and Q&D Construction licenses below.

QUALIFICATIONS



Wastewater Reclamation Plant Improvements, Carson City RFP No. 1314-132
January 21, 2014



The applicant shall include the Safety Programs established and the safety records accumulated by the firm.

Please see enclosed single printed copy of the safety manual. A single copy is included per Addendum 1.

KG Walters | Q&D Experience Modification Ratio (EMR) Last three years

Company	2014	2013	2012
KG Walters Construction	0.87	0.87	1.15
Q&D Construction, Inc.	0.78	0.67	0.73



APPENDIX 4

Insurance and Bonding Capacity

- Present evidence of ability to obtain all insurance as stipulated in the sample CMAR General Conditions of the Project.* KG Walters | Q&D will provide all insurance applicable to our role as a general contractor and construction manager in the General Conditions of the contract. Please see enclosed sample certificate for GLI, automobile and Worker's comp insurance to demonstrate our typical policy limits. If awarded the project, a specific policy adjustment will be made to comply with the precise requirements and additional insureds.
- Submit evidence of the financial capability of your bonding company.* Please see the information included in this section.
- Is your bonding company listed by the United States Treasury?* Yes.
- Submit written certification or other appropriate evidence from your bonding company confirming that your firm will have bonding capacity if this project, estimated at the value listed in Article 1 of this Request for Qualifications, is added to your current and anticipated workload.* Please see enclosed bonding letter.
- Submit evidence that your firm is covered by workers compensation insurance.* Please see enclosed sample insurance certificate.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services, Inc. dba:ISU-L/P Insurance Services 6275 Neil Road, 3rd Floor Reno NV 89511	CONTACT NAME: Mary Hearron	
	PHONE (A/C, No, Ext): (775) 996-6000 FAX (A/C, No): (775) 473-9288 E-MAIL ADDRESS: mary.hearron@lpins.net	
INSURED KG Walters Q&D A Joint Venture P.O. Box 10865 Reno NV 89510	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A National Fire Insurance Co of	20478
	INSURER B Continental Insurance Company	35289
	INSURER C Star Indemnity & Liability	38313
	INSURER D Old Republic General Ins Corp	24139
	INSURER E Allied World Assurance	19489
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1411717697 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			A.M. Best Rating: A XV 4034264844	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			A.M. Best Rating: A XV 4034264861	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist Bi-single \$ 1,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS						
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			A.M. Best Rating: A XIV 1000020567	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	OCCUR CLAIMS-MADE						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A1CW94121205 (AZ/CA/CO/ID/MT/NV/NM/OR MO/TX/UT/VA/WI) A.M. Best Rating: A IX	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	N/A						
E	2ND LAYER EXCESS LIABILITY			03087470	1/1/2014	1/1/2015	EACH OCCURRENCE 15,000,000 AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Wastewater Reclamation Plant (WRP) Improvements - RFP1314-132
Evidence of Coverage

CERTIFICATE HOLDER Carson City Public Works 201 North Carson Street Suite 3 Carson City, NV 89701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mary Hearron/MARY

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.



KG Walters | Q&D - A Joint Venture
NCL: 17382B & 17383A (KG Walters) and 8197A&B (Q&D Construction)
Page A4-2

QUALIFICATIONS

Wastewater Reclamation Plant Improvements, Carson City RFP No. 1314-132 January 21, 2014



January 17, 2014

Carson City Public Works
201 North Carson Street, Suite 3
Carson City, NV 89701

RE: KG Walters/Q&D a Joint Venture
Pre-Qualification
Wastewater Reclamation Plant (WRP) Improvements

To Whom It May Concern:

We are writing to you at the request of Q & D Construction, Inc. on behalf of the KG Walters/Q&D Joint Venture for purposes of pre-qualification. It is our understanding that KG Walters/Q&D Construction, Joint Venture will submit a proposal to Carson City for the Carson City Wastewater Reclamation Plant (WRP) Improvements.

It is the intent of Western Surety Company and Hartford Fire Insurance Company to act as co-sureties for the referenced project on behalf of the KG Walters/Q & D Joint Venture. Western Surety Company is an admitted surety in the State of Nevada and authorized to issue surety bonds in all 50 states. Western Surety is rated A XII by A. M. Best and is an approved surety on Federal Bonds under title 31 of the US Code per U.S. Treasury Circular 570. Hartford Fire Insurance is also an admitted surety in the State of Nevada and authorized to issue surety bonds in all 50 states. Hartford Fire Insurance Company is rated A XV by A. M. Best and is an approved surety on Federal Bonds under title 31 of the U S Code per U. S. Treasury Circular 570.

We have handled Q & D Construction, Inc. since 2004 and have approved bonds for them up to \$100,000,000 single project and \$200,000,000 aggregate programs. The estimated value of \$29,000,000 (as listed in Article 1) will fit into the current and anticipated work load. We continue to be confident of the abilities of Q & D Construction, Inc. and highly recommend them to you.

Hartford Fire Insurance Company has been the surety for K. G. Walters for 17 years and have approved bonds for them up to \$40,000,000 single and \$75,000,000 aggregate. The estimated value will fit into the current and anticipated work load.

This letter is not to be construed as an agreement to provide surety bonds for any particular project but is offered as an indication of our past experience and confidence in this firm. This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference as requested by our client. However, if a contract for the project is awarded to KG Walters/Q & D Joint Venture, it is our present intention to provide performance and labor and material bonds as required by the contract.

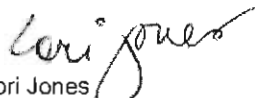
Insurance - Solutions - Results **L/P Insurance Services, Inc.**
6275 Neil Road, 3rd Floor, Reno, Nevada 89511 (775) 996-6000



KG Walters (Q&D - A Joint Venture)
NCL: 17382B & 17383A (KG Walters) and 8197A&B (Q&D Construction)
Page A4-3

Should you have any questions or need further information, please do not hesitate to contact me. My direct line is 775-996-6037 and my e-mail address is: Lori.Jones@lpins.net. My Power of Attorney is attached.

Sincerely,



Lori Jones
Attorney-In-Fact
Western Surety Company
Hartford Fire Insurance Company

Insurance - Solutions - Results L/P Insurance Services, Inc.
6275 Neil Road, 3rd Floor, Reno, Nevada 89511 (775) 996-6000



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 or fax: 880-757-5835
Agency Code: 53-601522

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Lori J. Jones, Teri L. Wood, Carolyn Hazuka
of
Reno, NV

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadovsky

Scott Sadovsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Scott E. Paszka

Scott E. Paszka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 1-17-14
Signed and sealed at the City of Hartford.



Gary W. Slumper

Gary W. Slumper, Assistant Vice President

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Lori Jones, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2011.

WESTERN SURETY COMPANY



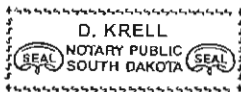
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota } ss
County of Minnehaha }

On this 17th day of October, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of November, 2014.

WESTERN SURETY COMPANY



L. Nelson

L. Nelson, Assistant Secretary

Form F4280-09-06

Ratings & Criteria Center

Regional Centers: Asia Pacific | Canada | Europe, Middle East and Africa | Latin America | MENA & SCA

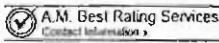
Welcome Back Lori Jones My Member Center | Log Out
Home | About Us | Contact Us | Sitemap

Ratings & Criteria

- Home
- Credit Rating Releases
- Methodology
- Best's Credit Ratings
 - Financial Strength Rating
 - Issue Credit Rating
 - Debt Rating
 - Advanced Search
- About Best's Credit Ratings
 - Get a Credit Rating
 - Best's Special Reports
 - Add Best's Credit Ratings Search To Your Site
 - BestMark for Secure-Rate Insurers
 - Contact an Analyst
 - Awards and Recognitions

News & Analysis

- Products & Services
- Industry Information
- Corporate
- Regulatory Affairs
- Support & Resources
- Conferences and Events



New Search: Search

Print this page (2)

Western Surety Company

A.M. Best #: 000974 NAIC #: 13188 FEIN #: 480264900
 Address: 103 South Wabash Avenue Floor 22
 Chicago, IL 60604
 United States
 Web: www.cnasurety.com
 Phone: 606-306-0850
 Fax: 606-306-7410

Assigning to Financial Strength Rating companies that have in our opinion, an excellent ability to meet their ongoing insurance obligations

Based on A.M. Best's analysis, 000974 - CNA Financial Corporation is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

View all of the companies assigned this rating as a part of an AMB Rating Unit.

Financial Strength Rating [View Definition](#)
 Rating: A (Excellent)
 Financial Size Category: XM (\$1 Billion to \$1.25 Billion)
 Outlook: Stable
 Action: Affirmed
 Effective Date: December 18, 2013
 Initial Rating Date: June 30, 1922

Best's Credit Rating Analyst
 Office: A.M. Best Company - Oldwick NJ
 Senior Financial Analyst: Brian O'Leary
 Assistant Vice President: Jennifer Marshall, CPCU, ARM

Long-Term Issuer Credit Rating [View Definition](#)
 Long-Term: a
 Outlook: Stable
 Action: Affirmed
 Effective Date: December 18, 2013
 Initial Rating Date: June 21, 2005

Disclosure Information
[View A.M. Best's Rating Disclosure Statement](#)
 A.M. Best Affirms Ratings of Western Surety Company and its Subsidiaries
 Date: December 18, 2013

Denotes Under Review Rating Status

Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
018214	Western Surety Group (SG) Rating Unit	Represents the A.M. Best Consolidated Financials for the Property/Casualty business of this legal entity.

Reports and News

Visit Best's News and Analysis site for the latest news and press releases for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 12/18/2013 (represents the latest significant change)

Historical Reports are available in **AMB Credit Report - Insurance Professional Archive**.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

- Data Status:** 2013 Best's Statement File - P/C, US Contains data compiled as of 12/21/2013 (Quality Cross Checked)
- Single Company** - five years of financial data specifically on this company
- Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select
- Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked)

Financial and Analytical Products

- Best's Insurance Report - Online - P/C, US & Canada
- Best's Key Rating Guide - P/C, US & Canada
- Best's Statement File - P/C, US
- Best's Executive Summary Report - Composite - Property/Casualty
- Best's Executive Summary Report - Comparison - Property/Casualty
- Best's Statement File - Global

<http://www3.ambest.com/ratings/entities/CompanyProfile.aspx?ambnum=974&URatingId...> 1/17/2014



[Best's State Line - P/C, US](#)
[Best's Regulatory Center Market Share Reports](#)
[Best's Corporate Changes and Relationships - P/C, US/CN](#)
[Best's Insurance Expense Liability \(IEG\) - P/C, US](#)
[Best's Schedule P \(Loss Reserves\) - P/C, US](#)
[Best's Regulatory Center](#)
[Best's Schedule D \(Corporate Bonds\) - US](#)
[Best's Schedule D \(Common Stocks\) - US](#)
[Best's Schedule D \(Municipal Bonds\) - US](#)
[Best's Schedule I \(Reinsurance\) - P/C, US](#)
[Best's Schedule DA \(Short-Term Investments\) - P/C & U/R, US](#)

European Union Disclosures

A.M. Best Company and its subsidiaries are not registered as External Credit Assessment Institutions (ECAI) in the European Union (EU). Credit ratings issued by A.M. Best Company and its subsidiaries can not be used for regulatory purposes in the EU as per Directive 2005/40/EC.

Australian Disclosures

A.M. Best Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment/purchasing decisions. A.M. Best Asia-Pacific Ltd is registered as a Credit Rating Agency in Australia and holds a Financial Services Licence number 411055 under the Corporations Act of 2001.

A.M. Best Asia-Pacific Ltd credit ratings and any other related research are not intended for and must not be distributed to any person in Australia other than a wholesale client, as defined in the Corporations Act of 2001, Chapter 7. The A.M. Best websites are not intended for use by Australian users who are not defined as wholesale users.

Important Notice: Best's Ratings reflect our independent opinion, based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are neither a warranty of a company's financial strength nor its ability to meet its financial obligations, including those to policyholders. View our [entire notice](#) for complete details.

[Customer Service](#) | [Product Support](#) | [Member Center](#) | [Contact Info](#) | [Careers](#)
[About A.M. Best](#) | [Site Map](#) | [Privacy Policy](#) | [Security](#) | [Terms of Use](#) | [Legal & Licensing](#)

Copyright © 2014 A.M. Best Company, Inc. ALL RIGHTS RESERVED
 A.M. Best Worldwide Headquarters, Ambest Road, Clack, New Jersey, 08856, U.S.A.

<http://www3.ambest.com/ratings/entities/CompanyProfile.aspx?ambnum=974&URatingId...> 1/17/2014



KG Walters | Q&D - A Joint Venture
 NCL: 17382B & 17383A (KG Walters) and B197A&B (Q&D Construction)
 Page A4-B

UNDERWRITING LIMITATION b/: \$29,244,000. SURETY LICENSES c//: AZ, CO, ID, IL, IA, KS, MN, MO, MT, NE, NV, ND, OR, SD, TX, UT, WA, WI. INCORPORATED IN: Minnesota.



Western Surety Company (NAIC #13188)
 BUSINESS ADDRESS: 333 S. WABASH AVE, CHICAGO, IL 60604. PHONE: (312) 877-5000
 UNDERWRITING LIMITATION b/: \$104,446,000. SURETY LICENSES c//: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: South Dakota.

Westfield Insurance Company (NAIC #24112)
 BUSINESS ADDRESS: P. O. Box 5001, Westfield Center, OH 44251 - 5001. PHONE: (330) 887-0101. UNDERWRITING LIMITATION b/: \$85,360,000. SURETY LICENSES c//: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Westfield National Insurance Company (NAIC #24120)
 BUSINESS ADDRESS: P. O. Box 5001, Westfield Center, OH 44251 - 5001. PHONE: (330) 887-0101. UNDERWRITING LIMITATION b/: \$20,798,000. SURETY LICENSES c//: AZ, CA, CO, DE, FL, GA, IL, IN, IA, KY, MD, MI, MN, NM, NC, ND, OH, OK, PA, SC, SD, TN, TX, VA, WV, WI. INCORPORATED IN: Ohio.

Westport Insurance Corporation (NAIC #39845)
 BUSINESS ADDRESS: P.O. Box 2991, OVERLAND PARK, KS 66202 - 1391. PHONE: (913) 676-5200. UNDERWRITING LIMITATION b/: \$136,278,000. SURETY LICENSES c//: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Missouri.

X-Z [Return to top of page](#) or select a letter to jump to an item
 A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

XL Reinsurance America Inc. (NAIC #20583)
 BUSINESS ADDRESS: SEAVIEW HOUSE, 70 SEAVIEW AVENUE, STAMFORD, CT 06902. PHONE: (203) 964-5200. UNDERWRITING LIMITATION b/: \$162,837,000. SURETY LICENSES c//: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

XL Specialty Insurance Company (NAIC #37885) BUSINESS ADDRESS: SEAVIEW HOUSE, 70 SEAVIEW AVENUE, STAMFORD, CT 06902. PHONE: (203) 964-5200. UNDERWRITING LIMITATION b/: \$16,867,000. SURETY LICENSES c//: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Zurich American Insurance Company (NAIC #16535)
 BUSINESS ADDRESS: 1400 AMERICAN LANE, TOWER 1, 18TH FLOOR, SCHAUMBURG, IL 60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/: \$693,369,000. SURETY LICENSES c//: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

Last Updated: December 14, 2013

Download Adobe Acrobat Reader: [previous versions of the Reader](#), [Microsoft Excel Viewer](#), [PowerPoint Viewer](#) or [Word Viewer](#)

 Accessibility EPL Primary Policy	 Web Site Inventory & Metadata Technical	 E-Government Open Government	 Freedom of Information Act	 Information Quality Act			
 DEPARTMENT OF THE TREASURY	 No Fear Act	 RECOVERY.GOV	 regulations.gov	 USA.gov			
Home	FAQ's	Training & Events	Publications	Programs	About FMS	A-Z Index	Navigation Help

http://www.fms.treas.gov/c570/c570_a-z.html

1/14/2014



Ratings & Criteria Center

Regional Centers: Asia-Pacific | Canada | Europe, Middle East and Africa | Latin America | MENA & SCA

Welcome Back Lori Jones [My Member Center](#) | [Log Out](#)
[Home](#) | [About Us](#) | [Contact Us](#) | [Sitemap](#)

Ratings & Criteria

- » Home
- » Credit Rating Releases
- » Methodology
- » Best's Credit Ratings
 - » Financial Strength Rating
 - » Issuer Credit Rating
 - » Debt Rating
 - » Advanced Search
- » About Best's Credit Ratings
- » Get a Credit Rating
- » Best's Special Reports
- » Add Best's Credit Ratings Search To Your Site
- » BestMark for Secure-Rated Insurers
- » Contact an Analyst
- » Awards and Recognitions

News & Analysis

- » Products & Services
- » Industry Information
- » Corporate
- » Regulatory Affairs
- » Support & Resources
- » Conferences and Events



New Search:

[Print this page](#) (?)

Hartford Fire Insurance Company

A.M. Best #: 002231 NAIC #: 19882 FEIN #: 060283750
 Address: One Hartford Plaza
 Hartford, CT 06155-0001
 United States
 Web: www.hartford.com
 Phone: (860) 547-5000
 Fax: (860) 723-4299

Assigned to **Financial Strength Rating**

 companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations

Based on A.M. Best's analysis, 058707 - Hartford Financial Services Group Inc is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

View all of the [companies](#) assigned this rating as a part of an [AMB Rating Unit](#)

Financial Strength Rating [View Definition](#)
 Rating: A (Excellent)
 Affiliation Code: p (Pooled)
 Financial Size Category: XV (\$2 Billion or greater)
 Outlook: Stable
 Action: Affirmed
 Effective Date: March 01, 2013
 Initial Rating Date: December 31, 1907

Best's Credit Rating Analysis
 Office: A.M. Best Company, Oldwick NJ
 Senior Financial Analyst: Gordon McLean
 Assistant Vice President: Jennifer Marshall, CPCU, ARM

Disclosure Information
[View A.M. Best's Rating Disclosure Statement](#)
[A.M. Best Affirms Ratings of Hartford Financial Services Group and its P/C Subsidiaries and Downgrades Ratings of Hartford Life](#)
 Date: March 01, 2013

Long-Term Issuer Credit Rating [View Definition](#)
 Long-Term: a+
 Outlook: Stable
 Action: Affirmed
 Effective Date: March 01, 2013
 Initial Rating Date: July 14, 2005

Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMP #	Company Name	Company Description
000000	Hartford Fire Insurance Company CAD	Requires only financials for the Canada Branch of this legal entity.

Reports and News

Visit Best's News and Analysis site for the latest [news](#) and [press releases](#) for this company and its A.M. Best Group

AMB Credit Report - Insurance Professional includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 7/15/2013 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2013 Best's Statement File - P/C, US Contains data compiled as of 1/19/2014 Quality Cross Checked

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

Financial and Analytical Products

- [Best's Insurance Reports - Online - P/C, US & Canada](#)
- [Best's Key Rating Guide - P/C, US & Canada](#)
- [Best's Statement File - P/C, US](#)
- [Best's Executive Summary Report - Comparison - Property/Casualty](#)
- [Best's Executive Summary Report - Composite - Property/Casualty](#)

- [Best's Statement File - Global](#)
- [Best's Regulatory Center Market Share Reports](#)
- [Best's State Line - P/C, US](#)
- [Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)
- [Best's Schedule P \(Loss Reserves\) - P/C, US](#)
- [Best's Regulatory Center](#)
- [Best's Schedule D \(Corporate Bonds\) - US](#)
- [Best's Schedule D \(Common Stocks\) - US](#)
- [Best's Schedule D \(Municipal Bonds\) - US](#)
- [Best's Schedule D \(Preferred Stocks\) - US](#)
- [Best's Schedule F \(Reinsurance\) - P/C, US](#)
- [Best's Schedule D - Hybrid - P/C & L/I, US](#)
- [Best's Schedule DA \(Short Term Investments\) - P/C & L/I, US](#)
- [Best's Schedule BA \(Other Long Term Investments\) - P/C & L/I, US](#)

European Union Disclosures

A.M. Best Company and its subsidiaries are not registered as External Credit Assessment Institutions (ECAI) in the European Union (EU). Credit ratings issued by A.M. Best Company and its subsidiaries can not be used for regulatory purposes in the EU as per Directive 2003/48/EC

Australian Disclosures

A.M. Best Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment/purchasing decisions. A.M. Best Asia-Pacific Ltd is registered as a Credit Rating Agency in Australia and holds a Financial Services Licence number 411055 under the Corporations Act of 2001

A.M. Best Asia-Pacific Ltd credit ratings and any other related research are not intended for and must not be distributed to any person in Australia other than a wholesale client, as defined in the Corporations Act of 2001, Chapter 7. The A.M. Best websites are not intended for use by Australian users who are not defined as wholesale users

Important Notice: Best's Ratings reflect our independent opinion based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are neither a warranty of a company's financial strength nor its ability to meet its financial obligations, including those to policyholders. View our [entire notice](#) for complete details

[Customer Service](#) | [Product Support](#) | [Member Center](#) | [Contact Info](#) | [Careers](#)
[About A.M. Best](#) | [Site Map](#) | [Privacy Policy](#) | [Security](#) | [Terms of Use](#) | [Legal & Licensing](#)

Copyright © 2014 A.M. Best Company, Inc. ALL RIGHTS RESERVED
A.M. Best Worldwide Headquarters, Ambest Road, Oldwick, New Jersey, 08858, U.S.A



WA, WV, WI, WY. INCORPORATED IN: New Hampshire

HARCO NATIONAL INSURANCE COMPANY (NAIC #26433)
BUSINESS ADDRESS: 702 OBERLIN ROAD, RALEIGH, NC 27605 - 0800. PHONE: (919) 833-1600. UNDERWRITING LIMITATION b/: \$14,264,000. SURETY LICENSES c./: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Harleysville Mutual Insurance Company (NAIC #14168)3

Harleysville Worcester Insurance Company (NAIC #26182)
BUSINESS ADDRESS: 355 Maple Avenue, Harleysville, PA 19438 - 2297. PHONE: (215) 256-5000. UNDERWRITING LIMITATION b/: \$19,161,000. SURETY LICENSES c./: AL, AR, CT, DE, DC, GA, IL, IN, IA, KS, KY, ME, MD, MA, MI, MN, MS, MO, NE, NH, NJ, NY, NC, ND, OH, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Hartford Accident and Indemnity Company (NAIC #22357)
BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001. PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$220,024,000. SURETY LICENSES c./: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Hartford Casualty Insurance Company (NAIC #29424)
BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001. PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$90,722,000. SURETY LICENSES c./: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Indiana.

Hartford Fire Insurance Company (NAIC #19682)
BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001. PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$1,301,254,000. SURETY LICENSES c./: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Hartford Insurance Company of Illinois (NAIC #38288)
BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001. PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$130,098,000. SURETY LICENSES c./: CT, HI, IL, MI, NY, PA. INCORPORATED IN: Illinois.

Hartford Insurance Company of the Midwest (NAIC #37478)
BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001. PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$35,274,000. SURETY LICENSES c./: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Indiana.

Hartford Insurance Company of the Southeast (NAIC #38261)
BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001. PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$5,443,000. SURETY LICENSES c./: CT, FL, GA, KS, LA, MI, PA. INCORPORATED IN: Connecticut.

Hudson Insurance Company (NAIC #25054)
BUSINESS ADDRESS: 100 William Street, 5th Floor, New York, NY 10038. PHONE: (212) 978-2800. UNDERWRITING LIMITATION b/: \$39,890,000. SURETY LICENSES c./: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Return to top of page or select a letter to jump to an item
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

IMT Insurance Company (NAIC #14257)
BUSINESS ADDRESS: P.O. Box 1336, Des Moines, IA 50306 - 1336. PHONE: (515) 327-2777. UNDERWRITING LIMITATION b/: \$11,630,000. SURETY LICENSES c./: IL, IA, MN, MO, NE, SD, WI. INCORPORATED IN: Iowa.

Indemnity Company of California (NAIC #25550)
BUSINESS ADDRESS: P. O. BOX 19725, IRVINE, CA 92623 - 9725. PHONE: (949) 263-3300. UNDERWRITING LIMITATION b/: \$1,829,000. SURETY LICENSES c./: AK, AZ, CA, CO, GA, HI, IL, IN, MD, MT, NV, NM, OR, SC, UT, VA, WA, WV. INCORPORATED IN: California.

Indemnity National Insurance Company (NAIC #18468)
BUSINESS ADDRESS: 4800 Old Kingston Pike, Knoxville, TN 37919. PHONE: (865) 934-4360. UNDERWRITING LIMITATION b/: \$1,214,000. SURETY LICENSES c./: AL, AZ, AR, CD, GA, KY, LA, MS, NV, NM, OK, SC, TN, TX, UT. INCORPORATED IN: Mississippi.

Independence Casualty and Surety Company (NAIC #10024)
BUSINESS ADDRESS: P.O. BOX 85563, SAN DIEGO, CA 92186 - 5563. PHONE: (858) 350-2400. UNDERWRITING LIMITATION b/: \$2,513,000. SURETY LICENSES c./: TX. INCORPORATED IN: Texas.



APPENDIX 5

Drug and Alcohol Policy

In order to be eligible to perform work on Carson City (CITY) construction projects all contractors who will work on such projects must have in existence a Drug and Alcohol Policy.

KG Walters | Q&D and each joint venture partner have in effect a Drug and Alcohol Policy.

APPENDIX 6

Joint Venture Agreement

K.G. Walters / Q&D - Joint Venture Agreement

This JOINT VENTURE AGREEMENT made and entered into January 20, 2014, by and between K.G. Walters Construction Company, Inc., a California corporation having its principal place of business at 195 A Concourse Blvd, Santa Rosa, CA 95403 ("Walters"), and Q&D Construction, Inc., a Nevada corporation having its principal place of business at 1050 S 21st. Street, Sparks, NV. 89431 ("Q&D");

WHEREAS, the parties to this Agreement desire to submit a joint bid/proposal to the Carson City Finance Department–Purchasing and Contracts (the "Owner") for the project described in PWP # CC-2014-072, Wastewater Reclamation Plant (WRP) improvements (the "Project");

WHEREAS, the parties desire that their respective interests in the Project and their work to be performed under the Contract, along with any profits and any liability for losses arising out of the performance or non-performance of the Contract be defined by an agreement in writing.

NOW, THEREFORE, the parties form this Joint Venture solely for the purpose of performing the work, supplying the labor and materials and carrying out any and all other duties and responsibilities necessary or incidental to the completion of the Contract, and agree as follows:

1. Name of Joint Venture and Contractor. The Contract shall be entered into in the name of K.G. Walters / Q&D – A Joint Venture. The address of the Joint Venture is TBD. The Joint Venture has checked with the Nevada State Contractors Board concerning the Joint Venture and will provide written notification of the Joint Venture prior to award of the contract.
2. Purpose of the Joint Venture: The purpose of the Joint Venture is to perform and satisfactorily complete the Contract, along with all changes and modifications thereto, and any other ancillary or additional work necessary to complete the Joint Venture's work at the Project (collectively referred to as the "Contract Work"). The parties shall furnish all of the labor, supplies, materials, plant and equipment necessary to perform the Contract Work. The parties further agree that they shall contribute and make available to the Joint Venture, as far as is reasonably practicable, the utmost skill, experience and knowledge of their respective organizations to satisfactorily manage the Contract Work.
3. Limits of Joint Venture: The relationship between the parties shall be limited to the performance of the Contract Work and other duties and acts incident thereto, in accordance with the terms of this Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purpose of carrying out the Contract Work. Nothing herein shall be construed to create a general partnership between the parties or to authorize either party to act as agent for the other party, or to permit either party to bid for or to undertake any other contracts for the other party.
4. Interest in the Joint Venture: Division of the Contract Work: All of the contract work is, and with respect to future changes and modification shall be, divided

between Walters and Q&D as set forth in Attachment 1 (TBD), hereto. Each party is solely and exclusively responsible to the Joint Venture for performing and funding its portion of the Contract Work and will retain all profits and be responsible for all losses associated therewith. Any change order issued by the Owner shall be allocated to the parties consistent with the scope of work shown in Attachment 1. Each party shall be entitled to that portion of the contract price attributable to its share of the Contract Work as set forth in Attachment 1.

5. Term of Joint Venture: The Agreement shall be effective as of the date of award of the Contract and remain in effect until 30 days after receipt by the Joint Venture of final payment from the Owner, unless extended by mutual agreement of the parties.

6. Payment and Performance Bonds: The Owner required as a condition of the Contract that the Joint Venture provide payment and performance bonds with a Penalty Sum of 100% (the "Penalty Sum"). To fulfill this requirement the Hartford Fire Insurance Company on behalf of Walters assumed an obligation of TBD, (proportional to the percentage of Walters Work), and Western Surety Company on behalf of Q&D assumed an obligation of TBD, (proportional to the percentage of Q&D's work). To the extent that pursuant to the Contract it is necessary to increase the Penalty Sum of the bonds, Walters shall be responsible for bonding TBD, (proportional to the percentage of Walters Work) of any such increase and Q&D shall be responsible for bonding TBD, (proportional to the percentage of Q&D's work) of any such increase. To the extent that either party is required to bond an amount exceeding the price of any additional work it is to perform, the other party shall promptly reimburse that party the amount of the bond premium reflecting the excess amount.

7. Bank Account: The parties shall open a bank account in the name of the Joint Venture at TBD (the "Account"). Withdrawals from the Account may not be made without the written consent of the Representatives of both parties, except that checks or wire transfers to the parties made pursuant to this sub-section (c) below may be made by the Joint Venture Account Manager. TBD shall serve as the Joint Venture Account Manager.

a) Working Capital: As all of the Contract Work is divided among the parties, the parties do not anticipate that more than nominal working capital shall be required by the Joint Venture. To the extent that the Joint Venture does require working capital funds for the performance of the Contract such funds shall be furnished jointly by Walters and Q&D in the following percentages: TBD, (proportional to their percentages of the work).

b) Funds Received From Owner: All funds advanced and/or paid by the Owner for the performance of the Contract, as well as any funds received on account, shall be deposited in the Account.

c) Progress Payments: Q & D shall submit regular pay estimates to Walters which shall be responsible for preparing and submitting monthly pay estimates on behalf of the Joint Venture to the Owner. Upon receipt of payment from the Owner (the "Payment"), the Joint Venture Account Manager shall immediately pay each party by check or wire transfer that portion of the Payment that the Owner has paid for that party's work.

d) Final Payments: Upon substantial completion of the contract, Walters shall prepare a final payment invoice for submission to the Owner. Upon receipt of final payment, the Joint Venture shall first repay to the parties all working capital, and then

pay each party the balance of the amount due under its subcontract, less any amount withheld by the Owner from final payment

8. Mark-Up on Change Order Proposals: To the extent that the Joint Venture receives mark-up on change orders, that mark-up shall be paid to the parties in proportion to the price of the work each party performs on the change order on which the mark-up is received.

9. Claims and Delays:

a) Owner Caused Delays and Disruption Changes: If either party believes that it is entitled to additional compensation and/or additional time in which to perform its portion of the Contract Work, which entitlement arises from or relates to

- i) the Contract,
- ii) any action or inaction by the Owner or its representatives, or
- iii) any excusable delay

that party shall submit a claim to the Joint Venture, which in turn shall submit it to the Owner. Each party agrees that it shall be solely and exclusively responsible for prosecuting its claims in accordance with the Contract, including bearing all costs and expenses related thereto, and that neither the Joint Venture nor the other party shall be liable in any way with respect to such claims or entitled to any portion of any recovery by the claiming party.

b) Delays, Disruption and Changes Caused by the Other Party: If either party believes that it has a right to additional compensation and/or additional time in which to perform its portion of the Contract Work arising from or relating exclusively to any action or inaction by the other party; its employees, agents or subcontractors, that party shall submit a claim to the other party. Such disputes shall be resolved in accordance with the section of this Agreement entitled Disputes.

c) Withholding of Payments: Any withholding of payment by the Owner, whether arising from allegedly incomplete or unsatisfactory work or delays in completing the Contract Work, shall be applied solely against payments to the responsible party. To the extent that the amount withheld by the Owner exceeds the amount owed the responsible party, and as a consequence the other party is not paid in full for the work it performed, then the responsible party shall immediately pay to the other party amounts withheld by the Owner to which that party is entitled.

10. Settlement of Third Party Claims Against the Joint Venture: No claim asserted by any third party against the Joint Venture shall be settled or otherwise compromised without the consent of both parties; provided, however, that consent shall not be required of an insolvent party or a party that denies liability either to the Joint Venture or the other party hereto with respect to such claim.

11. Derivative Rights: The rights of any person, firm or entity (including without limitation creditors, receivers, trustees, administrators, and garnishees) asserting, by or through either party, any claim against the Joint Venture, shall be limited to a claim against that party's share of the proceeds of the Contract remaining in the Account following final payment by the Owner.

12. Indemnification: Each party agrees to Indemnify and hold harmless the other party, its officers, directors, employees and representatives and their respective heirs, legal representatives, successors, and assigns, from any and all liability, including without limitation liability arising from its failure to satisfactorily perform the Contract Work and its liability to third persons for death, personal injury, or property damage, arising from or relating directly or indirectly to its performance of the Contract Work.

13. Limitation on Liability: In no event shall either party be liable to the other party for indirect, special or consequential damages of any nature or kind, including, without limitation, damages for personal injury, property damage, loss of profits or other economic loss in connection with or arising out of the Contract Work. The remedies set forth in this Agreement are exclusive.

14. Credit of Other Party: Neither party shall have the right to borrow money on behalf of the other party, or to use the credit of the other party for any purpose.

15. Selection of Representatives: To facilitate the handling of all matters and questions in connection with the performance of the Contract Work, each of the parties appoints the following representatives to act for it, with full and complete authority to act on its behalf in relation to any matters arising out of, or relating to the Joint Venture and the performance of the Contract, including but not limited to those of a contractual nature with the Owner or with third persons: Walters appoints Walter Johnson as its Representative and Dave Backman as its alternate. Q&D appoints Lance Semenko as its Representative, and Jeff Bean as its alternate. Either party may at any time and from time to time change its Representative by serving on the other a notice and duly executed appointment of a new Representative or alternate, but until the appointment and filing of the notice, the actions of the Representative or alternate shall be conclusively binding on the respective party.

16. Actions of Representative: The Representatives shall meet from time to time, as required, to act on necessary matters pertaining to the Contract Work. Except as expressly provided for in this Agreement, all decisions, commitments, agreements, undertakings, understandings, or other matters pertaining to the Joint Venture and the Contract Work shall be mutually agreed upon by the Representatives. No Representative shall be personally liable to the parties by reason of his acts as a Representative, except in the case of his gross negligence or actual fraudulent or dishonest conduct.

17. Project Manager and Management of the Work: Walters shall be responsible for the on-site supervision and management of the Contract Work. Walters shall maintain an office at the site and shall provide the services of the Safety Manager and Quality Control Manager. Walters also shall be responsible for preparation and maintenance of the Network Schedule (Critical Path Method) for Construction. If at any time Walters determines that work on the critical path that is the responsibility of Q&D is behind schedule, it shall promptly so notify Q&D. Walters shall also be responsible for management and direction of the work performed by the Electrical Sub.

18. Books:

a) Separate books of account for the performance of the Contract and all matters pertaining to it shall be kept and maintained at the main office of the Joint Venture. All records of the Joint Venture shall be open for inspection of Walters and Q&D at all reasonable times.

b) Upon the completion of the Construction Contract a true and correct accounting shall be had of all costs and expenses, and all accounts, vouchers, records, and data relating to the Contract Work. This accounting shall be prepared by and at the sole expense of Walters.

c) To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Construction Contract, pursuant to the provisions of law, they shall be kept at such place or places as the parties may from time to time determine, and the cost shall be borne equally by Walters and Q&D.

19. Insolvency: Upon the bankruptcy or insolvency of either Walters or Q&D, or should either party be unable to meet its obligations as they become due, or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after that date, the party (the "insolvent party") and its representative and alternate, shall cease to have any voice in the management of the Contract Work. All acts, consents, and decisions with respect to the Contract Work shall thereafter be taken solely by the other party, its representative and alternate and all remaining obligations to complete the Contract Work and rights to payment therefore shall transfer to the other party.

20. Assignment: Neither this Agreement nor any interest of either party hereto (including any interest in moneys belonging to or which may accrue to the Joint Venture in connection with the Contract, or any interest in the Account) may be assigned, pledged, transferred, or hypothecated, without the prior written consent of the parties hereto.

21. Bidding Costs: All costs in connection with the bidding up to the date of award of the Contract shall be the individual charge of the party incurring the same and shall not be considered a cost of the work under the Contract.

22. Disputes:

a) Except as provided for in paragraph 9 (a), above; any and all disputes arising out of or in relation to this Agreement or concerning the breach thereof, shall go to mediation and then, failing resolution, arbitration, in accordance with the mediation and arbitration provisions of this Section of the Agreement.

b) Mediation: Prior to demanding arbitration the parties shall first attempt in good faith to resolve their disputes in mediation before a mediator mutually agreeable to the parties. If the parties are unable to resolve any dispute within 14 days of submitting it to a mediator, then provided the parties have met together with the mediator for one full day to resolve the matter, either party may thereafter demand arbitration in accordance with subparagraph (c) below.

c) Arbitration: If the parties cannot agree on an arbitrator within 14 days after a demand for arbitration is made, each shall within 5 days thereafter nominate its own candidate, who in turn shall select the arbitrator. If either party has not nominated a candidate within the time specified, the candidate selected by the other party may, at his sole option, either serve as the arbitrator or appoint an arbitrator. Unless the parties mutually agree otherwise, the arbitration of any dispute arising under this Contract shall commence no later than 30 days after a demand for arbitration is made. The arbitrator's decision shall be no later than 30 days following the end of the arbitration.

d) Judgments: Judgments upon the arbitration award may be entered by any court having jurisdiction. Fees shall be borne equally by the parties, unless the arbitrator apportions the fees differently. Both parties agree that the arbitrator may render a default

judgment against any party who fails to pay the arbitrator's fees, as required. Both parties agree that the arbitrator's decisions on matters of law are not final and may be reviewed *de novo* by a court of competent jurisdiction, and that the arbitrator shall not be empowered to award punitive or consequential damages, which are hereby waived by the parties.

23. General:

a) Amendment: This Agreement may be amended only by a written agreement between the parties.

b) Compliance with Laws: The parties in performing the Contract Work and their respective subcontracts shall at all times comply with all applicable federal, state and local laws and regulations.

c) Construction: Any ambiguity or uncertainty in this Agreement shall not be construed against any one party, but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

d) Entire Agreement: This Agreement, together with any attachments, hereto, constitutes the entire agreement between the parties, and supersedes all other proposals, understandings or agreements, whether written or oral.

e) Force Majeure: The failure of either party to perform any of the provisions of this Agreement, the Contract, or their respective subcontracts for reason beyond their control and without their fault or negligence shall not constitute a breach of this Agreement, provided the party complies in all respects with the provisions of the Contract and its subcontract with respect to such events.

f) Governing Law: This Agreement shall be governed by and construed under the laws of Nevada which shall have jurisdiction over the parties.

g) Notices: All notices required by this Agreement, shall be in writing and shall be hand delivered or sent by first class mail, postage prepaid, return receipt requested, to the address set forth for each party on the signature page hereto.

Notices shall be deemed delivered on the fifth (5th) business day after deposit thereof in the U.S. postal system or if by hand delivery, on the day of such delivery.

h) Severability: To the extent any provision of this Agreement may be invalid, illegal or unenforceable, it shall not affect the remainder of the Agreement, and this Agreement shall be construed and reformed without such provision.

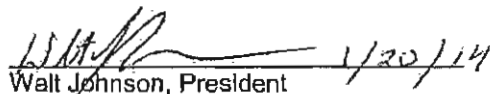
i) Survival: The provisions of this Agreement entitled Indemnification and Limitations on Liability shall survive the termination and expiration of this Agreement.

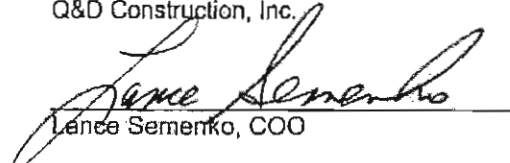
In witness whereof, the parties have duly executed this Agreement on the day and year first above written.

Attest:

K.G. Walters Construction Company, Inc.

Q&D Construction, Inc.


Walt Johnson, President 1/20/14


Lance Semerko, COO



Attachment 1

To the Walters / Q&D Joint Venture Agreement.

- I. Allocation of Contract Work. (TBD)





C/O KG Walters Construction
9945 N. Virginia Street • Reno, NV • 89506
NCL: Q&D Construction, Inc. 8197 A & B
NCL: KG Walters Construction 17382B & 17383A