

# INSTRUCTIONS TO BIDDERS

## CORRESPONDENCE AND/OR COMMUNICATIONS:

The provisions of this contract shall be approved by the governing body of the City, and the normal lines of communications shall be between the following persons and the authorized representative of the Contractor:

- A. Contract Administrator**  
Kim Belt, CPM - Purchasing and Contracts Manager  
Carson City Purchasing and Contracts  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
775-283-7137  
FAX 775-887-2107  
[KBelt@carson.org](mailto:KBelt@carson.org)
  
- B. Owner's Representative**  
Darren Schulz, Public Works Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
775-887-2355 x 30367  
FAX No. 775-887-2112  
[DSchulz@carson.org](mailto:DSchulz@carson.org)
  
- C. Construction Manager**  
TBD

**NOTE:** The City reserves the right to appoint a substitute designee for these positions at the City's discretion.

**END OF DOCUMENT**

# INSTRUCTIONS TO BIDDERS

## B.1 BIDDING PROCEDURES

### A. Pre-bid Conference

If required, a Pre-bid Conference will be held at the time and place indicated on the Notice to Contractors. The purpose of this conference is to discuss the Project, prospective Bidders concerns, and key issues of the Project. Attendance is not mandatory unless otherwise indicated.

### B. Designated Contacts

The designated contact for questions pertaining to the Contract Documents, Specifications and/or Drawings is the designated Contract Administrator. All questions should be submitted in writing, and will receive a written response from the Contract Administrator.

### C. Contract Drawings

The Contract Drawings used for Bidding shall have the following title:

CONTRACT DRAWING TITLE: "2014 Long Line Striping Program"

The Contract Drawings do not purport to show all the details of the Work. They are intended to illustrate the character and extent of the performance desired under the Contract; therefore, they may be supplemented or revised from time to time, as the Work progresses, by the Construction Manager. Drawing revisions and/or additional drawings or sketches will be made and furnished to the Contractor if they are deemed necessary to adequately illustrate the Work.

### D. Interpretations and Addenda

Bidder shall take no advantage of any apparent error or omission in this Bid Document. In the event the Bidder discovers such an error or omission, he/she shall immediately notify the City's Contract Administrator in writing or by email. Carson City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of this Bid Document through the issuance of an Addendum. Any Addendum or clarification supplementing this Bid Document, the Drawings, and the Specifications, issued prior to the date and time set for the submittal of Bid Proposal shall be made part of the Contract.

If it becomes necessary to revise any part of this Bid Document, a written addendum will be provided to all plan holders. The City is not bound by any oral representations, clarifications, or changes made by Carson City employees, or representatives, unless such clarification or change is provided to all Bidders in written addendum form.

Addenda shall be sent by fax, e-mail or posted on the City's website to all who are known by the City to have received a complete set of Bid Documents (plan holders). No Addendum shall be issued by Carson City less than two (2) working days prior to the advertised date and time for Bid submittal. **Note:** Bidders are requested to submit questions four (4) working days prior to the advertised date and time for Bid submittal.

Prior to submission of the Bid Proposal, each Bidder shall ascertain that he/she has received all Addenda issued. The Bidder shall acknowledge receipt of all Addenda by completing the acknowledgment space provided on the Bid Proposal.

### E. Bid Preparation and Submission

1. Bid proposals are to be submitted on the Bid Proposal provided and must be manually signed by pen by an officer or authorized agent (with attached power of attorney) of the Bidder. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed in ink by a person authorized to bind the Bidder to a Contract. If the person making said interlineation or alteration is not the same person who signs the Bid Proposal, such person must write his/her signature and print his/her name and title on each page of the Bid Proposal where initials appear. Written delegation of signature authority to an agent acting on behalf of the Bidder must accompany the sealed Bid and cannot contain any

# INSTRUCTIONS TO BIDDERS

language which states the Bidder retains final approval of acceptance of any of the terms, conditions, specifications and/or finalized Contract.

2. Each Bid shall be submitted in a sealed envelope and the envelope must be prominently marked on the lower left corner as follows:

SEALED BID

**BID NO.:** 1314-213

**OPENING:** July 9, 2014 at 9:10 am

**COMPANY NAME:**

3. Carson City will not consider a Bid that fails to comply with the above stated requirements. Carson City will not be responsible for the premature opening of a Bid not properly addressed or identified. All Bids must be received prior to the date and time specified in the Notice to Contractors at the following address:

Carson City will not consider a Bid that fails to comply with the above stated requirements. Carson City will not be responsible for the premature opening of a Bid not properly addressed or identified. All Bids must be received prior to the date and time specified in the Notice to Contractors at the following address:

**Carson City Purchasing and Contracts Department  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701**

4. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified. Mailed Bids must be received by the Purchasing and Contracts Department prior to the closing date and time for receipt of Bids in order to receive consideration. Bids submitted by facsimile or email will not be accepted or considered.

## **F. Documents Necessary for Submittal**

The Bid Bond, Bid Proposal Summary, Bidder's Preference Certificate of Eligibility (if applicable) and any other documents required as defined in the Special Conditions all shall be included in the sealed envelope. **Do not return the entire spec book with the Bid.** Carson City will not consider a Bid received if there is an omission of or failure to complete any portion of the required documents at the time of the Bid Opening.

## **G. Bid Security**

1. Each Bid Proposal must be accompanied by a Cashier's check, Certified Check, or Bid Bond acceptable to Carson City in an amount equal to at least five percent (5%) of the Bidder's "Base Bid" Proposal. Said Bid Security shall be payable without condition to Carson City as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid Proposal and, in the manner and form required by the Bid Document, and will furnish the required PERFORMANCE and PAYMENT bonds. (Refer to Documents # 2151 and 2152). Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid Security may be forfeited to the City as liquidated damages, not as penalty. All checks must indicate the Payee as "Carson City, Nevada" and reflect the Bid Title and Number. Failure to enclose a Bid guarantee with the sealed Bid will cause the Bid to be rejected and not considered.
2. Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to NRS 683A.090 and issued by an appointed agent pursuant to NRS 683A.280. Bonds issued by an individual surety are not acceptable to the City.
3. The City will have the right to hold the Bid Security of Bidders to whom an award is being considered until either: (a) the Contract has been executed and bonds have been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

# INSTRUCTIONS TO BIDDERS

## H. Quantities

The quantities given in the Bid Document or indicated by the unit Bid items are approximate quantities and are intended to illustrate the Scope of Work. The Bidder shall be responsible for verifying the exact quantities involved each month through the measurement and payment provisions of the Bid Document.

## I. Compensation

The Total Bid Price shall cover all Work required by the Bid Document. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, tools and temporary utilities; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices Bid. All work not specifically set forth as a pay item in the Bid Proposal shall be considered a subsidiary obligation of the Bidder, and all costs in connection therewith shall be included in the prices Bid.

## J. Schedule of Values

The purpose of the Schedule of Values shall serve the City in two (2) distinct areas:

1. **PRIOR TO AWARD OF BID:** Carson City may request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of determining an unbalanced Bid. The analysis shall be conducted by the City.
2. **AFTER AWARD OF BID** Carson City will request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of making partial payments to the Contractor.

Under no circumstances may any Bid item reflected as LUMP SUM or otherwise be increased or decreased as a result of the Lump Sum Bid breakdown analysis.

All prospective Bidders may be required to prepare a Schedule of Values, and it shall be the Bidder's responsibility to verify the quantities as shown on the Drawings before preparing his/her Bid. The schedule as shown on the Contract Drawings does not constitute a complete outline of the Work to be performed by the Contractor in accordance with the Contract Drawings and Specifications. This list is intended to include all major items, and the Bid computed therefrom will be the maximum compensation for all work and materials furnished by the Contractor in order to comply with the Contract Drawings and Specifications, whether or not indicated in the approximate quantities or pertaining to the items of Work listed therein.

## K. Validity of Bid

Carson City reserves the right to withhold award of the Contract for a period of sixty (60) days from the date of the Bid opening. The Bidder acknowledges in submitting his/her Bid that all prices listed in the Bid Proposal are valid for a period of not less than sixty (60) days from the date of the Bid Opening.

## L. Bidders Preference

Bidders submitting a proposal to a public body for a Public Work shall bear the responsibility to ascertain the relevancy of the "preference for certain contractors" referenced in NRS 338.147. Bidders claiming preference shall submit with their Bid Proposal the "Certificate of Eligibility" issued by the State of Nevada Contractor's Board as proof of Contractor's compliance with the provisions of NRS 338.147. Failure to submit the Certificate of Eligibility with your Bid shall result in a waiver of any Bidder preference.

**Note:** Pursuant to Subsection 8 of NRS 338.147, the provisions of Subsection 2 of NRS 338.147 do not apply to any Contract for a Public Work which is expected to cost less than \$250,000.

## M. Bidders Representation

Each Bidder by submitting its Bid represents that:

1. The Bidder, signing the Proposal summary and submitting the bid represents that he/she has familiarized himself with the Notice to Contractors, Contract Drawings, Specifications, and

# INSTRUCTIONS TO BIDDERS

Contract Documents and has found them fit and sufficient for the purpose of preparing his/her Bid. By submission of his/her Bid, he/she agrees to all the terms and conditions of the Bid Document and further agrees that no claim will be made against the City, the Construction Manager, or the Design Consultant for any damage that he/she or his/her subcontractors may have suffered due to the inadequacy of his/her Bid on account of any alleged errors, omissions, or other deficiencies in the Notice to Contractors, Drawings, Specifications, or Contract Documents supplied to him/her by the City.

2. The submission of a Bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Bid Documents. The Bidder shall in no way be relieved from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.
3. The Bidder has inspected the site(s) of the Work and is satisfied, by personal examination or by other means, of the locations of the proposed Work, of the actual conditions, including subsurface conditions, of and at the site(s) of the Work. If, during the course of its examinations, a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Bid Documents before submitting his/her bid, the Bidder shall request the City, in writing, to provide additional information and explanation.
4. Submission of a Bid by a Bidder shall constitute conclusive evidence that the Bidder has relied on his/her own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Bid, the Drawings and Specifications. The Bidder is aware that soil classifications do not represent any particular stability or drainability characteristics, and are aware that water table levels can vary.
5. The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.
6. The Bidder, by signing the Bid Proposal, agrees that all material and workmanship on this Project shall meet or exceed OSHA standards and NIOSH standards.

Bidder must be duly qualified and possess the classification(s) of contractor's license stipulated by the City for this particular Work and issued by the Nevada State Contractor's Board. Nevada Contractor's License type, number, expiration date and dollar limit must be indicated on the Bid Proposal. The Bidders and the successful Contractors and their subcontractors shall comply with all provisions of NRS Chapter 624 and Nevada Administrative Code, Chapter 624. Carson City will not consider any Bid that fails to comply with these requirements.

The successful Bidder must obtain a valid Carson City Business License within ten (10) days after the award of the Contract, or the Contractor will be declared in default of the contract.

## **N. Fair Employment Practices**

Pursuant to NRS 338.125, it is unlawful for any Contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of race, creed, color, national origin, sex, sexual preference, or age to discriminate against person with respect to hire, tenure, advancement, compensation or other terms, conditions, privileges of employment because of race, creed, color, national origin, sex, sexual preference or age.

## **O. Preferential Employment**

Pursuant to NRS 338.130, Preferential Employment in Construction of Public Works, "In all cases where persons are employed in the construction of public works, preference shall be given, the qualifications of the applicants being equal: First: To honorably discharged Army, Navy, Air Force, Marine Corps or Coast

# INSTRUCTIONS TO BIDDERS

Guard soldiers of the United States who are citizens of the State of Nevada; Second: To citizens of the State of Nevada". If the provisions of NRS 338.130 are not complied with by the Contractor, this Contract shall be void, and any failure or refusal to comply with any of the provision of NRS 338.130 shall render this Contract void.

## **P. Subcontracting**

The Bidder agrees that he/she will perform work totaling at least Fifty per cent (50%) of the Bid amount and will not subcontract work totaling more than Fifty per cent (50%) of the Bid amount. The Bidder shall be bound by and comply with NRS 338.141 to limit the practice of shopping for Bids and shall provide a Subcontractors Listing with the submission of their Bid. The form must have the spaces filled in for each subcontractor who will be paid an amount exceeding five percent (5%) of the Bid amount. Within two (2) hours after the opening of Bids, the bidders who submitted the three lowest Bids must submit a list of names of each subcontractor who will provide labor or a portion of the Work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the Bid amount or Fifty Thousand Dollars (\$50,000), whichever is greater.

The bidder shall verify prior to submitting their Bid that all subcontractors specified are properly licensed. Substitutions of subcontractors specified in the Bid shall comply with the requirements of NRS 338.141.

Bidder agrees that if awarded the Contract, he/she will assume responsibility for acts or omissions of subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the Bidder. Nothing contained in the Bid Document shall create any contractual relationship between any subcontractor and the City.

Each Contractor engaged on a public works project shall report to the Labor Commissioner the name and address of each Subcontractor whom he/she engages for work on the project within ten (10) days after the Subcontractor commences work on the contract.

Substitutions for subcontractors listed in the Bid Proposal shall comply with the requirements of NRS 338.141.

## **Q. Site Information**

Where investigations of surface or subsurface conditions have been made by the City, in respect to foundations or other structural design for design purposes only, said information is available only for the convenience of bidders but are not a part of the Bid Documents. The City, Construction Manager, and Design Consultant assume no responsibility whatsoever as to the sufficiency of borings, or of the log of test borings or other investigations, or tests, or of the interpretations thereof; there is no guarantee, warranty, or representation, expressed or implied, that the conditions indicated thereby, in fact, exist or are representative of those existing throughout the work. Such information available to bidders is not to be construed in any way as a waiver of the other provisions of this paragraph and bidders must satisfy themselves through their own investigations as to the surface and subsurface conditions to be encountered at the Site.

## **IB.2. OPENING OF BIDS**

All Bids received at the designated time and place that comply with these requirements will be opened, publicly read aloud at the date, time and place set forth in the Notice to Contractors. Bidders, their representatives, and all other interested persons may be present at the opening and reading of Bids.

Any Bids received after the date and time set for receiving and opening Bids, as set forth in the Notice to Contractors and any Addendum, will not be considered. Any such Bids will be returned unopened to the Bidder.

## **A. Mistake in Bid**

A request for withdrawal of a Bid due to a purported error shall not be considered unless it is given in writing to the Contract Administrator by the Bidder within forty-eight (48) hours after opening of the bid. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which the Bid was computed, together with a certification and notarization thereon that such calculation is the original as prepared by the Bidder or his/her agent.

# INSTRUCTIONS TO BIDDERS

In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

In the case of a difference between Unit Price and the Extended Price, the Unit Price shall govern.

## B. Withdrawal of Bid

1. **Before Bid Opening** - A Bidder may request withdrawal of his/her, sealed Bid prior to the scheduled date and time of the scheduled Bid opening provided the request is submitted to the Contract Administrator's Office in writing or an authorized representative must present himself with proper identification to the Contract Administrator's Office and verbally request that the Bid be withdrawn.
2. **After Bid Opening** - No Bids may be withdrawn for a period of sixty (60) calendar days after the date and time of Bid opening, except as set forth in A above. All responsive and responsible Bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above or upon acceptance by City, which occurs when the successful Bidder provides the bonds, insurance, and submits the signed Contract to the City for execution and the City executes the Contract.

## IB.3 AWARD OF CONTRACT/REJECTION OF BIDS/DISQUALIFICATION OF BIDDERS

### A. Award of Contract

Carson City will award the Contract pursuant to the provisions of Nevada State law including but not limited to:

- (a) Chapter 332 (Purchasing: Local Governments)
- (b) Chapter 338 (Public Works Projects)
- (c) Chapter 339 (Contractor's Bonds on Public Works)
- (d) Chapter 624 (Contractors).

### B. Rejection of Bids

The City reserves the right to waive any informality or irregularity in any Bid received, and to reject any or all Bids. In the case of rejection of all Bids, the City reserves the right to advertise for new Bids or to proceed to do the Work otherwise if, in the judgment of the Carson City Board of Supervisors or Carson City Regional Transportation Commission, it is in the best interest of the City.

### C. Irregular Bid

A Bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

1. If the Bid Proposal furnished by the City is not used or is altered.
2. If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind, which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
3. If the Bid submitted contains any erasures, interlineations, or other corrections unless each such correction is prepared and authenticated in acceptance with the provisions of Paragraph IB.1.E (1).

### D. Unbalanced Bid

If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, in the opinion of the Owner's Representative, the Bid may be rejected. All Bids with separately priced line items shall be analyzed to determine if the prices are unbalanced. A bid may be rejected if the City determines that the lack of balance poses an unacceptable risk to the City.

# INSTRUCTIONS TO BIDDERS

A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

1. Over pricing of startup work, mobilization, or early items of work (front end loading) would cause a bidder to receive substantial up-front payment;
2. Base quantities and option quantities are separate line items;
3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected;
4. On items where the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low Bidder;

## **E. Disqualification of Bidders**

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

1. The Bidder is not responsive or responsible;
2. The quality of the services, materials, equipment or labor offered does not conform to the approved Contract Drawings and specifications;
3. Evidence of collusion among prospective Bidders; (Participants in such collusion will receive no recognition as Bidders)
4. Lack of the contractor's license classification stipulated by Carson City for this Work;
5. More than one Bid for the same work from an individual, firm, or corporation under the same or different name;
6. Lack of competency, understanding of the scope of the Work, adequate machinery, plant and/or equipment as revealed by the requested experience or subcontractor information;
7. Unsatisfactory performance record as shown by past work for the City, judged from the standpoint of workmanship, progress, and quality of services/goods provided;
8. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded;
9. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s);
10. Failure to comply with any requirements of the City;
11. Failure to list, as required, all subcontractors who will be employed by the Bidder;
12. Negative actions against the Contractor's license by the Nevada State Contractor's Board;
13. Any other reason determined, in good faith, to be in the best interest of the City.

## **IB.4 BID PROTESTS**

A Bidder may file a Notice of Protest regarding the awarding of the contract in accordance with NRS 338.142 and the Notice to Contractors (NC) above, under "NOTICE OF PROTEST OF AWARD OF CONTRACT."

## **IB.5 BID PREPARATION EXPENSES**

By accepting the Bid Proposal of the Bidder, the City assumes no obligation to reimburse the Bidder for Bid preparation expenses. No Bidder shall have any right or claim against the City for reimbursement of Bid preparation expenses.



# INSTRUCTIONS TO BIDDERS

## **IB.6 COLLUSION, DISCRIMINATION, AND/OR PRICE FIXING**

The Bidder certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The Bidder agrees to indemnify, exonerate and hold Carson City harmless from liability for any such violation now and throughout the term of the Contract.

**END OF INSTRUCTIONS TO BIDDERS**

# BID PROPOSAL

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Intermountain Slurry Seal, Inc.

as Principal, hereinafter called Contractor, and Federal Insurance Company

Indiana  
a corporation duly organized under the laws of the State of ~~Nevada~~, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ Five Percent (5%) of Total Bid Amount----- Dollars

(state sum in words) Five Percent (5%) of Total Bid Amount-----

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, identified as **BID # 1314-213** and titled "**2014 Long Line Striping Program**".

NOW, THEREFORE if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this 24th day of June 2014

Signature of Principal: [Signature]

Title: Chief Estimator

Firm: Intermountain Slurry Seal, Inc.

Address: P.O. Box 1841

City/State/Zip Code: Sparks/Nevada/89432

Written Name of Principal: Marc Thoreson

ATTEST NAME

Signature of Notary: [Signature]

(Seal)



Subscribed and sworn before me this 7th day of July 2014  
(printed name of notary) Rachael Hunter. Notary Public for the State of Nevada  
Claims Under this Bond May be Addressed to:

Name of Surety Federal Insurance Company

Address 15 Mountain View Road

City Warren

State/Zip Code New Jersey / 07059

Name Lillian Tse

Title Attorney-in-fact

Phone (908) 903-3451

Surety's Acknowledgement [Signature]

Name of Local Agent Aon Risk Insurance Services West, Inc.

Address 5720 South Arville Street, Suite 115

City Las Vegas

State/Zip Code Nevada / 89118

Agent's Name Thomas Steven Branigan

Agent's Title Attorney-in-fact

Agents Phone (415) 486-7553

**NOTICE:** No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for services of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

**ACKNOWLEDGMENT**

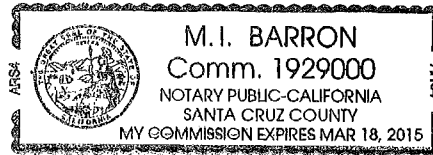
State of California  
County of Santa Cruz )

On June 24, 2014 before me, M.I. Barron, Notary Public  
(insert name and title of the officer)

personally appeared Lillian Tse,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

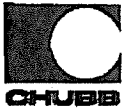
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature M.I. Barron  
M.I. Barron, Notary Public

(Seal)



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jigisha Desai, John D. Gilliland, Catherine Gustavson, Cynthia P. Johnson, Kathleen Schreckengost, Ashley Stinson and Lillian Tse of Watsonville, California-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of Granite Construction Incorporated and all Subsidiaries alone or in joint venture-----  
in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 10<sup>th</sup> day of April, 2013.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 10<sup>th</sup> day of April, 2013 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No 2316685  
Commission Expires July 16, 2014**

Notary Public

**CERTIFICATION**

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

June 24, 2014



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com

# BID PROPOSAL

**BID # 1314-213**

**BID TITLE: "2014 Long Line Striping Program"**

**NOTICE:** No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

**PRICES** will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

**COMPLETION** of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

**BIDDER** acknowledges receipt of 1 Addendums.

**SUMMARY**

Description	Scheduled Value	Unit	Unit Price	Total Price
<b>Schedule A: Base bid Items</b>				
BP. 1	Painted Pavement Marking 4-Inch Solid White Line	282,000	LF	0.095 26,790.00
BP. 2	Painted Pavement Marking 4-Inch Broken White Line	143,000	LF	0.06 8,580.00
BP. 3	Painted Pavement Marking 4-Inch Solid Yellow Line	49,000	LF	0.095 4,655.00
BP. 4	Painted Pavement Marking 4-Inch Broken Yellow	24,000	LF	0.06 1,440.00
BP. 5	Painted Pavement Marking 4-Inch Double Solid Yellow	231,500	LF	0.12 27,780.00
BP. 6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	135,100	LF	0.105 14,185.50
BP. 7	Painted Pavement Marking 6-Inch Solid White Line	175,000	LF	0.105 18,375.00
BP. 8	Painted Pavement Marking 8-Inch Solid White Line	59,500	LF	0.11 6,545.00
BP. 9	Painted Pavement Marking 8-Inch Broken White	700	LF	0.11 77.00
BP.10	Painted Pavement Marking 8-Inch Solid Yellow	1,300	LF	0.11 143.00
BP.11	Painted Pavement Marking 4-Inch Mini Skip White	400	LF	0.06 24.00
BP.12	Painted Pavement Marking 6-Inch Mini Skip White Line	11,600	LF	0.105 1,218.00
BP.13	Painted Pavement Marking 8-Inch Mini Skip White	4,000	LF	0.11 440.00
BP.14	Painted Pavement Marking 12-Inch Solid White Line	360	LF	0.13 46.80
BP.15	Removal of Existing Striping	8,050	LF	1.40 11,270.00
BP. 16	Traffic Control	1	LS	35,000.00 35,000.00
<b>Total Schedule A Bid Price:</b>				156,569.30

BP.17 Total (Schedule A) Bid Price Written in Words:

one hundred fifty ~~nine~~<sup>six</sup> thousand five hundred sixty nine dollars and thirty cents

# BID PROPOSAL

## BP.17 BIDDER INFORMATION:

**Company Name:** Intermountain Slurry Seal, Inc.

Federal ID No.: 87-0307259
Mailing Address: PO Box 1841
City, State, Zip Code: Sparks, NV 89432
Complete Telephone Number: 775-358-1355
Complete Fax Number: 775-355-3458
Fax Number including area code: 775-355-3458
E-mail: marc.thoreson@gcinc.com

**Contact Person / Title:** Marc Thoreson, Chief Estimator

Mailing Address: PO Box 1841
City, State, Zip Code: Sparks, NV 89432
Complete Telephone Number: 775-358-3458
Complete Fax Number: 775-355-3458
E-mail Address: marc.thoreson@gcinc.com

## BP.18 LICENSING INFORMATION:

<b>Nevada State Contractor's License Number:</b> 0223657
License Classification(s): A
Limitation(s) of License: unlimited
Date Issued: 3/19/1986
Date of Expiration: 3/31/2016
Name of Licensee: Intermountain Slurry Seal, Inc.
<b>Carson City Business License Number:</b>
Date Issued:
Date of Expiration:
Name of Licensee:

# BID PROPOSAL

## BP.19 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

### Corporation:

State in which Company is Incorporated: Wyoming
Date Incorporated: 4/23/1982
Name of Corporation: Intermountain Slurry Seal, Inc.
Mailing Address PO Box 50085
City, State, Zip Code: Watsonville, CA 95077-5085
Telephone Number: 831-724-1011
President's Name:
Vice-President's Name: See Appendix A1
Other 1) Name & Title:

# BID PROPOSAL

**BP.20 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1) Marc Thoreson	12

Title 1) Chief Estimator

Name 2) Rick Cross	13
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Title 2) Construction manager

Name 3) <del>Dave Chacon</del> <sup>nee</sup> Joe Mummara	8
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Title 3) ~~Superintendent~~ P.M. manager

Name 4) Ian Woods	8
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Title 4) Superintendent

Name 5)	
---------	--

Title 5)

Name 6)	
---------	--

Title 6)

(If additional space is needed, attach a separate page)



# BID PROPOSAL

**BP.21 REFERENCES:**

**Instructions:**

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

**Clients:** (if additional space is needed attach a separate page)

<b>Company Name 1):</b>	See Appendix B1
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
<b>Company Name 2):</b>	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

# BID PROPOSAL

<b>Company Name 3):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
<b>Company Name 4):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

# BID PROPOSAL

## BP. 22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
  - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
  
Marc Thoreson  
 Printed Name

Chief Estimator  
 \_\_\_\_\_  
 Title  
  
7/9/2014  
 Date

I am unable to certify to the above statement. My explanation is attached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### BIDDER'S SAFETY INFORMATION

#### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2011	.73	1.2
2010	.72	0.6

<sup>1</sup> E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

<sup>2</sup> OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

# BID PROPOSAL

## SUBCONTRACTORS

**BP.23 INSTRUCTIONS:** for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter NONE under Name of Subcontractor if not utilizing subcontractors exceeding this amount and per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor	Address	
Intermountain Survey	P.O. Box 1841 Sparks, NV 89432	
Phone	Nevada Contractor License #	Limit of License
775 355-5235	23657	unlimited
Description of work		
all aspects of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.24 INSTRUCTIONS:** for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
Intermountain Sluiceway	P.O. Box 1841 Sparks, NV 89432	
Phone	Nevada Contractor License #	Limit of License
775 355-5237	23657	unlimited
Description of work		
all aspects of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 25 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <i>Intermountain Slurry Seal</i>	Address <i>P.O. Box 1841 Sparks, NV 89432</i>	
Phone <i>775 355-5237</i>	Nevada Contractor License # <i>23657</i>	Limit of License <i>unlimited</i>
Description of work <i>all aspects of work</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

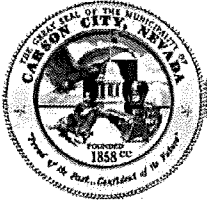
BP. 26

## WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- For the first report submitted, each contractor and subcontractor should list every worker employed in connection with the public work. The workers listed should be the same as those reported on the certified payroll report.
- For each subsequent month, add only those workers not previously reported to the Workers Employed Report and submit the newly-revised report. If no additional workers have been added, you may submit the previous month's report.
- If a worker has been reported on a previous month's report, but does not work during a subsequent month or is no longer employed by the contractor, his or her name should remain on the report. **DO NOT DELETE ANY NAMES.** This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.

# BID PROPOSAL



## WORKERS EMPLOYED REPORT

Project Name: \_\_\_\_\_ Contract Number : \_\_\_\_\_  
General Contractor: \_\_\_\_\_ PWP # \_\_\_\_\_  
Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_  
Address at which payroll records are maintained:  
\_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction



# BID PROPOSAL

## Local Preference Affidavit

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

I, Marc Thoreson, on behalf of the Contractor, Intermountain Slurry Seal, 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. 1314-213, Project Name 2014 Long Line Striping Program, 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 Intermountain Slurry Seal, 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 that 50 percent of the workers employed on the job 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 design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. 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 172 effective 7/1/13, 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: Marc Thoreson Title: Chief Estimator

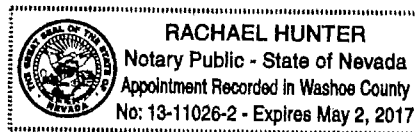
Signature: [Signature] Date: 7/9/2014

Signed and sworn to (or affirmed) before me on this 7th day of July, 2014, by Marc Thoreson (name of person making statement).

State of Nevada )  
 )ss.

County of Washoe )

Rachael Hunter  
Notary Signature



STAMP AND SEAL



# BID PROPOSAL

## BP.27 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
COUNTY OF Washoe ) SS

I Marc Thoreson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "2014 Long Line Striping Program", contract number 1314-213, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

### BIDDER:

PRINTED NAME OF BIDDER: Marc Thoreson  
TITLE: Chief Estimator  
FIRM: Intermountain Slurry Seal, Inc.  
Address: PO Box 1841  
City, State, Zip: Sparks, NV 89432  
Telephone: 775-358-1355  
Fax: 775-355-3458  
E-mail Address: marc.thoreson@gcinc.com

Marc Thoreson  
(Signature of Bidder)

DATED: 7/7/14

Signed and sworn (or affirmed) before me on this 7th day of July, 2014, by Marc Thoreson

Rachael Hunter  
(Signature of Notary)

  
RACHAEL HUNTER  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 13-11026-2 - Expires May 2, 2017  
(Notary Stamp)

END OF BID PROPOSAL

APPENDIX A1

**INTERMOUNTAIN SLURRY SEAL, INC.**  
**List of Officers**

NAME	Present Office Position
Jason Klumans <del>XXXXXXXXXX</del>	President
Kathleen Schreckengost	Vice President, Treasurer & Assistant Secretary
Darren S. Beevor	Vice President, Controller & Secretary
David J. Brunton	Assistant Secretary
Cynthia P. Johnson	Assistant Secretary
Don Larson	Assistant Secretary
Gary R. Price	Assistant Secretary

**Intermountain Slurry Seal, Inc.**

2013 Completed Jobs Over \$500,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
394636	ID Transportation Department Po Box 7129 Boise, ID 83707-1129	ltd Us-26 Chip Seal Project Contract #: A011(109) Blackfoot, Id Chip Seal	Scott Redding PO Box 4700 Pocatello, ID 83205 208-239-3337 208-239-3367	1,290,890	08/31/13
394875	El Paso, City Of 2 Civic Center Plaza 4Th Floor El Paso, Tx 79901-1153	City Of El Paso 2013 Contract #: 2013-032 City Of El Paso Maintenance	Daniel Kitka 915-240-3209 kitkadj@elpasotexas.gov	1,954,811	10/21/13
395007	Idaho Transportation Department Po Box 7129 Boise, ID 83707-1129	ltd Us-30 Chip Seal Project Contract #: A011(641) & A011(655) Lava Hot Springs, Id Chip Seal	Scott Redding PO Box 4700 Pocatello, ID 83205 208-239-3337 208-239-3367	604,651	08/31/13
397497	Tucson, City Of Po Box 27210 Tucson, AZ 85726-7210	City Of Tucson Ppp Fy 13 Contract #: 130655 Var Loc Within Tucson City Lim Microsurfacing	Lance Peterson 520-488-7766 lance.peterson@tucsonaz.gov	2,107,675	06/28/13
397614	New Mexico, State Of Po Box 10 Santa Fe, NM 87701-0000	Nm 104, Mp 90 To Mp 100 Contract #: 20-805-00-07750 Nm 104, Mp 91 To Mp 100 Microsurfacing	David Gonzales 575-461-4619 575-461-4138 (F) david.m.gonzales@state.nm.us	588,354	04/13/13
397615	Hobbs New Mexico, City Of 200 E Broadway St Hobbs, NM 88240-8425	City Of Hobbs 2013 Micro Contract #: 21302543-00 City Of Hobbs Nm Microsurfacing	Ronnie Choate 575-370-8598 rchoate@hobbsnm.gov	2,593,637	10/15/13
397831	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Micro 2 Locations Utah County Contract #: F-R399(143) Springville And Payson Ut Type Iii Microsurfacing	Chris Memmott 801-830-9313 cmemmott@utah.gov	742,602	07/20/13
397906	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Udot Us-89 Buckskin Chip Contract #: F-0089(309)38 Us-89 Mp 37.81 To 46.04 Chip Seal	Lief Condie 1470 N. Airport Rd. Cedar City, UT 84721 438-865-5556	537,804	08/31/13
398049	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Micro Davis And Weber County Contract #: F-R199(130) Weber And Davis County Type Iii Microsurfacing	Thomas Roylance 801-648-8966 troylance@utah.gov	1,363,606	07/01/13

**Intermountain Slurry Seal, Inc.**

2013 Completed Jobs Over \$500,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
398510	Castle Rock, Town Of 4175 Castleton Court Castle Rock, CO 80109-7886	Castle Rock Co 2013 Slurry Pro Contract #: N/A Residential Subdivisions Type II Slurry Seal	Carl Armijo 720-733-2466 303-660-1025 (F) Carmijo@crgov.com	836,495	09/24/13
399506	Texas, State Of 800 West Webb Street Brownfield, TX 79316-1147	Us-62; Terry County Contract #: Nh 2013(327) Us-62; Terry County Microsurfacing	Jim Combes 806-637-4501 james.combes@txdot.gov	922,627	05/08/13
400045	Sandy City Corporation 10000 S Centennial Parkway Sandy, UT 84070-4148	Sandy City Slurry Seal 2013 Contract #: N/A Various Locations Sandy City Type I, II, III Slurry	Kevin Rasmussen 801-201-2047 801-562-1312 (F)	749,119	07/17/13
400079	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Udot Sr-258 & Sr-118 Contract #: S-0258(2)0 Sr-258 Mp 0-2.02 & Sr-118 Chip Seal	Brent Andersen 435-979-4545 435-896-4586 beanderson@utah.gov	516,274	08/31/13
400081	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Udot Us-6 Price To Wellington Contract #: F-0006(158)243 Us-6 Mp 242.67-246.66 Chip Seal	Brent Hadfield 435-637-8929 435-637-9354 bhadfield@utah.gov	509,453	08/31/13
400148	Lubbock, City Of 1625 13Th Street Room 204 Lubbock, TX 79401-3830	Lubbock 2013 Micro Project Contract #: Itb 13-11139-Dg Various Streets Lubbock Tx Microsurfacing/Chip Seal	Dwain Mitchell 806-544-6198 dmitchell@mylubbock.us	5,406,529	09/10/13
401019	Colorado Department Of Transporta 222 South 6Th Street Room 100 Grand Junction, CO 81501	Cdot Us-40 Chip Seal Project Contract #: Nh 0401-022 Us-40 Mp 18 To Mp 30 Chip Sealing Of State Highways	Ron Alexander 970-249-5285 970-249-6018	1,727,893	08/31/13
401296	Colorado, State Of 4201 East Arkansas Ave Room 117 Denver, CO 80222-3406	Cdot Sh-160 Contract #: Nh 1602-136 Sh-160A Near Durango Chip Sealing Of State Highways	Mike Coggins 970-385-3621 michail.coggins@state.co.us	695,761	08/31/13
401839	Granite Construction Arizona 4115 East Illinois Tucson, AZ 85714-2108	City Of Tucson Joc Slurry Seal Contract #: N/A City Streets In Tucson Az Type II Slurry Seal	Lance Peterson 520-488-7766 lance.peterson@tucsonaz.gov	678,160	05/22/13
402239	Sioux Falls, City Of 224 West Ninth Street Sioux Falls, SD 57117	City Of Sioux Falls Micro Contract #: 13-1026 City Streets In Sioux Falls Type III Microsurfacing	Nick Traupel 605-367-8661 ntraupel@siouxfalls.org	1,056,096	08/27/13

**Intermountain Slurry Seal, Inc.**

2013 Completed Jobs Over \$500,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
402307	Tucson, City Of Po Box 27210 Tucson, AZ 85726-7210	City Of Tucson Ppp Ii Fy 13 Contract #: 130753 City Of Tucson Type Iii Microsurfacing	Lance Peterson 520-488-7766 lance.peterson@tucsonaz.gov	2,595,878	06/12/13
402728	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	I-15; Paragonah To Beaver Contract #: F-I15-2(107)83 I-15 Mp 82.56-106.86 Microsurfacing	Lief Condie 435-691-1879 lcondie@utah.gov	1,969,965	08/30/13
403205	Austin, City Of 505 Barton Springs Road Suite 104 Austin, TX 78704-1245	Austin Slurry Seal 2013 Contract #: Clmc422 City Of Austin, Tx Slurry Seal & Microsurfacing	Tony Lopez 512-974-6581 tony.lopez@austintexas.gov	1,323,904	08/29/13
405401	Dallas, City Of 2710 Municipal Street Dallas, TX 75215	Dallas Microsurfacing 2013 Contract #: Bk 1303 City Of Dallas, Tx Microsurfacing	Michael Gonzales 214-671-0936 michael.gonzales@dallascityhall.com	1,386,038	11/01/13
407388	Las Cruces, City Of 700 N Main St Las Cruces, NM 88004	City Of Las Cruces 2013 Contract #: 20-805-00-07750 City Of Las Cruces Microsurfacing	William Bass (806) 789-7973 wbass@las-cruces.org	630,052	10/16/13
407601	ID Transportation Department Po Box 7129 Boise, ID 83707-1129	Us-20; Fy 13 Microseals Contract #: 7780 Boise, Id Type Iii Microsurfacing	Merrill Sharp (209) 334-8954 merrill.sharp@itd.idaho.gov	1,136,620	08/29/13
410071	Albuquerque, City Of Po Box 1985 Albuquerque, NM 87103	City Of Albuquerque 2013 Contract #: 703072 City Of Albuquerque 3800 Tn Microsurfacing	Paul Sanchez 505-263-2054 paul@cabq.gov	1,355,705	09/30/13
413462	New Mexico, State Of 1120 Cerrillos Road Sante Fe, NM 87504-1149	Us 550 Fog Seal 2013 Contract #: 30-805-13-09665 Us 550 Mp 64.8 To Mp 115 Fog Seal	Jim Schmidt 316-828-2465 316-828-9206 (F) schmid3@kochind.com	503,198	10/01/13
417031	New Mexico, State Of Po Box 10 Santa Fe, NM 87701-0000	Nmdot Dist 4 Pmre Us-84 Contract #: Sp-4-13(345) Us-84 Mp 63 To Mp 80 Chip Seal W/ Pmre	Heather Sandoval PO BOX 10 Las Vegas, NM 87701 505-454-3663	1,282,951	10/31/13

**Intermountain Slurry Seal, Inc.**

2013 Completed Jobs Over \$500,000

<b>Job Number</b>	<b>Name and Address of Owner</b>	<b>Name, Location of Project, and Kind of Work</b>	<b>Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).</b>	<b>Contract Amount</b>	<b>Actual Completion Date</b>
418594	New Mexico, State Of Po Box 10 Santa Fe, NM 87502-4127	Nmdot Dist 5 Pmre Sh-96 Contract #: 180119 Sh-96 Mm 26 To 38 Chip Seal With Pmre	Heather Sandoval PO BOX 10 Las Vegas, NM 87701 505-454-3663	812,595	10/31/13
400846	San Leandro, City Of 835 East 14Th Street San Leandro, CA 94577-3767	Annual Street Sealing Contract #: 20130070 City Of San Leandro, Ca Annual Street Sealing	KyleLei 510-577-3302 510-577-3294 (F) klei@sanleandro.org	1,235,317	12/31/13
401958	Porterville, City Of 291 North Main Street Porterville, CA 93257-3737	Microsurfacing Project Hender Contract #: 89-9167-88 & 89-9128-88 Downtown Porterville Microsurfacing	Nathan Delk 559-782-7464 559-782-7452 (F)	570,210	12/31/13
402341	Clovis, City Of 1033 Fifth Street Clovis, CA 93612-1313	Rubberized Cape Seal 2013 Contract #: Cip 13-09 Clovis - Various Locations Ar Cape Seal And Slurry Seal	Thomas Cheng 559-324-2374 559-324-2844 thomasc@ci.clovis.ca.us	871,278	12/31/13
404424	Lodi, City Of P.O. Box 3006 Lodi, CA 95241-1910	Lodi 2013 Asphalt Rubber Cape Contract #: Tbd Various Streets Asphalt Rubber Cape Seal	Lyman Chang 209-333-6800 lmc@lodi.gov	847,414	12/31/13
405258	Hanford, City Of 900 South 10Th Avenue Hanford, CA 93230-5234	City Of Hanford Cape Seal Contract #: 040-2661-813615 City Of Hanford Scrub Seal & Microsurfacing	Steven Weatherly 559-585-2562 559-583-1529 (F)	511,523	12/31/13
405511	San Luis Obispo, County Of 1055 Monterrey Street San Luis Obispo, CA 93408	San Luis Obispo Contract #: 245R12B574 Various Streets Chip Seal	Joe Whalen 805-788-2317 jwhalen@co.slo.ca.us	735,486	12/31/13



INTERMOUNTAIN SLURRY SEAL, INC.

CERTIFICATE OF SECRETARY

**RESOLVED**, that, effective January 1, 2014 through December 31, 2014, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED**, that, effective January 1, 2014 through December 31, 2014, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

I, Kathleen Schreckengost, do hereby certify that I am duly qualified as Assistant Secretary of INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2014 by unanimous written consent of the Board of Directors, held without a meeting as authorized by 17-16-821 of the Wyoming Business Corporation act and the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: December 23, 2013

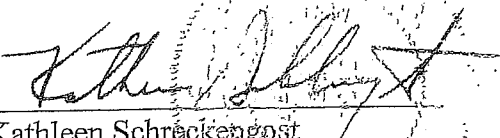
  
Kathleen Schreckengost

EXHIBIT 1

AUTHORIZED SIGNERS

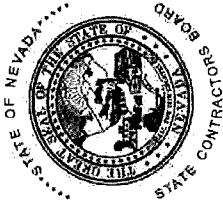
Intermountain Slurry Seal, Inc.  
California, Nevada, Utah, Northwest Area and Texas

DESIGNATED SIGNERS

Gary R. Price, VP & Assistant Secretary  
James Grogan, VP & Assistant Secretary  
James Bryan Warner, Area Manager  
Marc C. Thoreson, Chief Estimator  
Paul Foster, Chief Estimator  
Shawn Fielding, Construction Manager  
Richard Cross, Construction Manager  
Nathan B. Niemann, Construction Manager  
David Cole Herring, Project Manager  
Jason Lampley, Project Manager  
[REDACTED]  
Scott C. Youngren, Project Manager

ATTESTORS

Gary R. Price, VP & Assistant Secretary  
James Grogan, VP & Assistant Secretary  
James Bryan Warner, Area Manager  
~~Marc C. Thoreson, Chief Estimator~~  
Paul Foster, Chief Estimator  
Shawn Fielding, Construction Manager  
Richard Cross, Construction Manager  
Nathan B. Niemann, Construction Manager  
David Cole Herring, Project Manager  
Jason Lampley, Project Manager  
[REDACTED]  
Scott C. Youngren, Project Manager  
Derrick Deckwa, Project Engineer  
[REDACTED]  
Jane Nielson, Office Administrator  
Kari Coleman, Office Administrator  
Rachael Hunter, Office Administrator



# NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-03-15-0125

INTERMOUNTAIN SLURRY SEAL, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0023657 ORIGINAL ISSUE DATE: 03/19/1986 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. 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 APRIL 1, 2014 AND EXPIRES ON MARCH 31, 2015, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



*Nancy Mathias*  
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 3/27/2014  
FOR MARGI A. 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.

**CARSON CITY PURCHASING AND CONTRACTS**  
201 North Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137/FAX 887-2107  
<http://www.carson.org/index.aspx?page=998>

**NOTICE TO CONTRACTORS**  
**BID #1314-213**  
**2014 Long Line Striping Program**  
**PWP # CC-2014-261**

July 3, 2014

Addendum No. 1

Please make the following additions/changes/clarifications to the above referenced project:

1. Please replace the bid proposal entirely with the following:

*See attached bid proposal.*

End of Addendum 1

*Ma P*  
Thoreson  
Intermountain Slurry Seal