



Q&D CONSTRUCTION, INC.

**MINUTES OF SPECIAL JOINT MEETING
OF
BOARD OF DIRECTORS AND STOCKHOLDERS
OF
Q&D CONSTRUCTION, INC.**

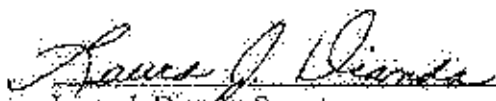
A special joint meeting of the Board of Directors and Stockholders of Q&D Construction, Inc. was held on the 4th day of June 2014, at the office of the corporation located at 1050 S. 21st Street, Sparks, Nevada.

Present at the meeting were Norman L. Dianda, Laura J. Dianda, Christopher A. Dianda and Michael P. Dianda. Pursuant to the bylaws of the Corporation, Norman L. Dianda, President of the corporation presided over the meeting and Laura J. Dianda acted as Secretary and kept the minutes.

The purpose of the meeting was to give signing authority to Tobin Basta, Vice President – Building, Jeff Bean, Vice President – Heavy Civil, and Lance Semenko, Chief Operating Officer on behalf of Q&D Construction, Inc.

RESOLUTION NO. 1: That Q&D Construction, Inc. hereby authorizes Tobin Basta, Jeff Bean and Lance Semenko to execute RFP's, RFQ's, Bid Proposal Forms, Bid Bonds, Preconstruction Agreements, Owner Agreements, Performance and Payment Bonds and any subsequent documents and agreements on behalf of Q&D Construction, Inc.

There being no further business coming before this meeting, it was duly adjourned.



Laura J. Dianda, Secretary

SERVICE. INTEGRITY. QUALITY.

1050 S. 21st Street, Sparks, NV 89431 • Main Office: 775.786.2677 • Fax: 775.786.5136
www.qdconstruction.com • NCL: 8197 A & B



NEVADA STATE CONTRACTORS BOARD

5970 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1441 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-00-01-20-0024

Q & D CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 8197B ORIGINAL ISSUE DATE: 08/26/1986 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, 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, 2014 AND EXPIRES ON AUGUST 31, 2015. UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Margi Grein
MARGI MATHIAS, LICENSING ADMINISTRATOR DATE 7/29/2014
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.

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 888-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

Q & D CONSTRUCTION INC

Licensed since August 26, 1966

License No. 0008197B

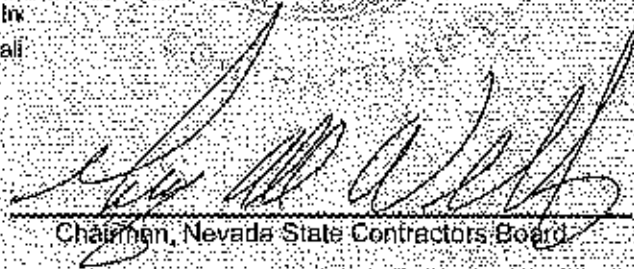
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 08/31/2015

NORMAN DIANDA, President, Qualified Inv
TOBIN DANIEL BASTA, Vice President
LAURA JEAN DIANDA, Secretary
LANCE KENNETH SEMENKO, Qualified Inv
CHRISTOPHER ANTHONY DIANDA, Quali



Chairman, Nevada State Contractors Board



Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

Q & D CONSTRUCTION INC

Licensed since April 13, 1967

License No. 0008197A

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

NORMAN DIANDA, President Qualified Ind.
LAURA J DIANDA, Secretary
CHRISTOPHER ANTHONY DIANDA, Quali

B-GENERAL BUILDING

LIMIT: Unlimited
EXPIRES: 04/30/2017



Chairman, Nevada State Contractors Board





CITY OF CARSON CITY
Business License Division
108 E. Proctor St.
Carson City, NV 89701
(775) 887-2105

LICENSE RECEIPT

RECEIVED

DEC 12 2014

Q & D Construction

Q & D CONSTRUCTION INC
PO BOX 10865

RENO NV 89510

License Number: 15-00004129
Expiration Date: December 31, 2015
Business Location: O OF T, SPARKS

IMPORTANT INFORMATION

- This license constitutes a receipt for the payment of a license required by Carson City Municipal Code Title 4 to engage in, carry on, or conduct, in this city, the business, trade, calling, or profession described on the license.
- Licenses are NON-TRANSFERABLE.
- Any changes to the business information should be reported immediately to the Business License division.
- The holder of this license must comply with all Carson City Municipal Code rules and regulations.



CITY OF CARSON CITY
BUSINESS LICENSE DIVISION
108 E. Proctor St.
Carson City, NV 89701
(775) 887-2105

This license is not transferable.
POST IN A CONSPICUOUS PLACE

Q & D CONSTRUCTION INC
PO BOX 10865

RENO NV 89510

Business Location: O OF T, SPARKS
Nature of Business: GENERAL BUILDING CONTRACTOR

License Number: 15-00004129
License Expiration Date: December 31, 2015
Date Issued: December 09, 2014

License renewal is the responsibility of the license holder and must be renewed prior to the expiration date to avoid penalties.

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

Q AND D CONSTRUCTION, INC.
Nevada Business Identification # NV19671000639

Expiration Date: May 31, 2016

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



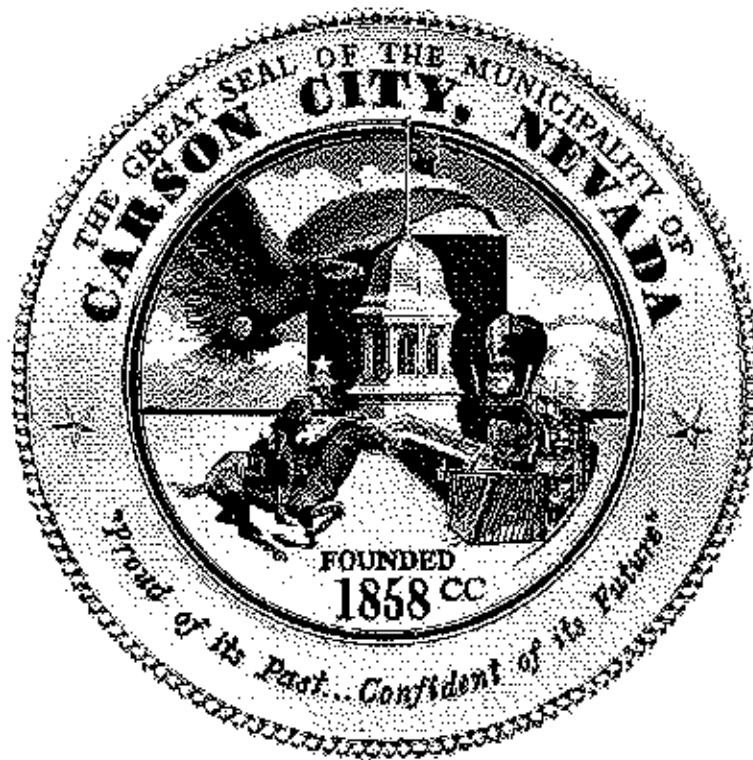
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 4, 2015

Barbara K. Cegavske
BARBARA K. CEGAVSKE
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.
Failure to do so will result in late fees or penalties which by law cannot be waived.

NOTICE TO CONTRACTORS
CARSON CITY PURCHASING AND CONTRACTS
201 NORTH CARSON STREET, SUITE 3
CARSON CITY, NEVADA 89701
775-283-7222 / FAX 775-887-2107
<http://www.carson.org/Index.aspx?page=998>



ADVERTISED BID #1415-189
BID TITLE "Mountain Street Utility Rehabilitation
Project"
Labor Commissioner PWP# CC-2015-212
Engineer's Estimate: \$1,950,000

PLEASE NOTE: Carson City has extensively revised these Contract Documents and all Bidders are advised to read these documents thoroughly before submitting a bid.

SUMMARY

Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Mountain Street Utility Rehabilitation Project. The project consists on abandoning existing sewer and water main, installing new sewer and water mains, replacing existing water services, re-routing existing sewer laterals, and re-routing residents sewer lines in order to connect them to the re-routed sewer laterals. This project also includes asphalt patching and paving, replacement of concrete flatwork, and removal and replacement of existing landscaping and improvements around the utility work. The project is subject to the American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014. Compliance with 40 CFR Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs is required. The project includes all common phases of construction customarily associated with this type of project. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto.

CONTRACTOR'S LICENSE: Carson City has determined that the responsive bidder must possess a minimum of a Class A General Engineering Contractor's license issued by the Nevada State Contractor's Board at the time of the award.

BID DOCUMENTS may be obtained as follows and the cost is non-refundable.

You may download this Bid Document, excluding the drawings, and a pdf version of the Bid Bond and Bid Proposal to prepare your bid from the Carson City website <http://www.carson.org/Index.aspx?page=998>.

Downloading this bid document from the website does not put you on the plan holders list, you must click the link at the bottom of the page and provide your information to add your company name to the plan holders list.

You may purchase the drawings separately from the following businesses, please call ahead to place your order.

Nevada Blue, 280 E. Winnie Lane, Carson City, NV 89706 (775) 883-6011 www.nvblue.com

OSI, Inc., 4750 Longley Lane, Suite 103, Reno, NV 89502 (775) 827-4343 www.osireno.com

Sierra Contractor's Source, 860 Maestro Dr., Suite B, Reno NV 89511 (775) 329-7222
www.scsplanroom.com

INSPECTION OF BID DOCUMENTS: All documents related hereto may be viewed at the following locations:

CARSON CITY PUBLIC WORKS DEPARTMENT, 3505 Butti Way, Carson City, Nevada 89701.

ADDENDA: All addenda are posted on Carson City's website <http://www.carson.org/Index.aspx?page=998>. It is each bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

MANDATORY PRE-BID CONFERENCE will be held on June 23rd at 10am at 3505 Butti Way, Carson City Nevada 89701.

QUESTIONS regarding this bid must be received a minimum of four (4) days prior to bid opening.

SEALED BIDS must be submitted in a sealed envelope which shall be clearly marked with title and number of this Bid Document to Carson City Purchasing and Contracts Department, 201 North Carson Street, Suite 3, Carson City, Nevada 89701, by not later than 11:00 a.m. on July 8, 2015. Bids received after the date and time set for receipt will be **REJECTED** and returned to the bidder unopened.

BID OPENING will be held publicly at 11:10 a.m. on July 8, 2015, at 201 North Carson Street, Suite 3, Carson City, Nevada 89701. Bidders, their representatives, and all other interested persons may be present during the bid opening.

A tabulation of the **BID PROPOSAL** will be posted on Carson City's website within 48 hours.

AWARD RECOMMENDATION will be made by the Carson City Purchasing and Contracts Department. You are encouraged to visit the City's website for that recommendation or contact Sheri Russell at SRussell@Carson.org for the recommendation.

NOTICE OF PROTEST OF AWARD OF CONTRACT must be in compliance with NRS 338.142 and submitted in writing to the Carson City Purchasing and Contract Department of the Division of Finance (Department) at City Hall, 201 N. Carson Street, #3, Carson City, NV 89701 within five (5) business days after the date the Director of such Department or the City's Public Works Director, as the City's authorized representative, makes a recommendation to the award the contract.

The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

A person filing a notice of protest may be required by the City's Public Works Director or its Purchasing and Contracts Manager, at the time or soon after the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by such authorized representative of the City and the City shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or Two hundred fifty thousand dollars.

A notice of protest filed under these provisions operates as a stay of action in relation to the awarding of any contract until a determination is made by the City's Board of Supervisors on the protest.

A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City's Board of Supervisors has made a determination on the protest and awarded the contract.

Neither the City's Board of Supervisors nor any authorized representative of the City or such public body is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant hereto.

If the protest is upheld, the bond posted or other security submitted with or soon after the submission of the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the City's Board of Supervisors in an amount equal to the expenses incurred by the City or its Board of Supervisors because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

BID AWARD will be made by the Carson City Board of Supervisors and is scheduled for August 6, 2015 and their decision is final. The Carson City Board of Supervisors meeting will be held in the Sierra Room of the Carson City Community Center, 851 East William Street, Carson City, Nevada 89701 beginning at 8:30 a.m.

PRICES must be quoted FOB Carson City, Nevada and are valid for sixty (60) calendar days after the **BID OPENING**.

Signature in Project File

Sheri Russell, CPA
Accounting Manager

Signature in Project File

Darren Schulz, Public Works Director

TABLE OF CONTENTS

| SECTIONS | PAGE |
|---|-------------------------|
| Notice to Contractors | NC-1 thru NC- 3 |
| Table of Contents | TOC-1 thru TOC-3 |
| Instructions to Bidders | ITB-1 thru ITB-9 |
| Bid Proposal Forms | BP-1 thru BP-16 |
| Bid Bond | |
| Bid Proposal Summary | |
| Contract Award | CA-1 thru CA-5 |
| Sample Contract and Bonds (For Use after Bid Opening) | CO-1 thru CO-16 |
| Sample Contract | |
| Performance Bond | |
| Labor and Material Payment Bond | |
| General Conditions | GC-1 thru GC-9 |
| Section 1.0 Intent, Definitions, Abbreviations | GC-1 |
| GC 1.1 Intent of Contract Documents | GC-1 |
| GC 1.2 Partial Invalidity | GC-1 |
| GC 1.3 Governing Order of Bidding and Contracting Documents | GC-1 |
| GC 1.4 Headings | GC-2 |
| GC 1.5 Definitions | GC-2 |
| GC 1.6 Abbreviations | GC-7 |
| Section 2.0 Contract Administration and Responsibilities: Owner' s Representative, Construction Manager, Design Consultant, and Contractor | GC-10 thru GC-22 |
| GC 2.1 Administration | GC-10 |
| GC 2.2 Owner' s Representative | GC-10 |
| GC 2.3 Construction Manager | GC-10 |
| GC 2.4 Design Consultant | GC-11 |
| GC 2.5 City | GC-12 |
| GC 2.6 Contractor | GC-14 |
| Section 3.0 Progress of Work, Meeting, Schedules | GC-23 thru GC-32 |
| GC 3.1 Beginning of Work | GC-23 |
| GC 3.2 Performance of the Work | GC-23 |
| GC 3.3 Plans and Specifications Furnished by the City | GC-23 |
| GC 3.4 Order of Work | GC-23 |
| GC 3.5 Time of Completion | GC-23 |
| GC 3.6 Means and Methods | GC-23 |
| GC 3.7 City-furnished Materials | GC-24 |
| GC 3.8 Defective and Unauthorized Work | GC-24 |
| GC 3.9 Pre-construction Conference | GC-24 |
| GC 3.10 Progress Meetings | GC-25 |
| GC 3.11 Construction Schedules | GC-25 |
| GC 3.12 Notice of Delays | GC-28 |
| GC 3.13 Liquidated Damages | GC-29 |
| GC 3.14 Rights Beyond Liquidated Damages | GC-29 |
| GC 3.15 Extension of Time | GC-29 |
| GC 3.16 Temporary Suspension of Work | GC-30 |
| GC 3.17 Protection of Antiquities | GC-30 |
| GC 3.18 Contract Termination | GC-31 |
| GC 3.19 City' s Right to Terminate for Convenience | GC-32 |
| GC 3.20 Work During Disputes and Litigation | GC-32 |
| GC 3.21 Lands and Right-of-way | GC-32 |

TABLE OF CONTENTS

| SECTIONS | | PAGE |
|--------------------|--|-------------------------|
| GC 3.22 | Waiver of Rights | GC-32 |
| Section 4.0 | Shop Drawings and Quality Control/inspections | GC-33 thru GC-35 |
| GC 4.1 | Contractor's Responsibilities | GC-33 |
| GC 4.2 | Source of Materials | GC-33 |
| GC 4.3 | Transmittal Procedures | GC-33 |
| GC 4.4 | Review Procedure | GC-34 |
| GC 4.5 | Quality Control & General | GC-35 |
| Section 5.0 | Payment | GC-38 thru GC-40 |
| GC 5.1 | General | GC-38 |
| GC 5.2 | Payment for Patents and Patent Infringement | GC-38 |
| GC 5.3 | Payment of Taxes | GC-38 |
| GC 5.4 | Payment for Labor and Materials | GC-38 |
| GC 5.5 | Partial Payments | GC-38 |
| GC 5.6 | Retention | GC-39 |
| GC 5.7 | Other Withholds | GC-40 |
| Section 6.0 | Change Orders | GC-41 thru GC-48 |
| GC 6.1 | General | GC-41 |
| GC 6.2 | Differing Site Conditions | GC-41 |
| GC 6.3 | Resolution of Disputes | GC-42 |
| GC 6.4 | Modification Procedures | GC-43 |
| GC 6.5 | Disputes | GC-47 |
| GC 6.6 | Arbitration | GC-47 |
| Section 7.0 | Construction Facilities and Temporary Controls | GC-49 thru GC-59 |
| GC 7.1 | General | GC-49 |
| GC 7.2 | Temporary Utilities and Construction Facilities | GC-49 |
| GC 7.3 | Construction Controls | GC-50 |
| GC 7.4 | Public Safety/convenience and Traffic Controls | GC-54 |
| GC 7.5 | Project Signs | GC-56 |
| GC 7.6 | Project Office | GC-56 |
| GC 7.7 | Storage of Materials | GC-56 |
| GC 7.8 | Hazardous Materials | GC-56 |
| GC 7.9 | System Testing | GC-57 |
| GC 7.10 | Coordination/cooperation with Utilities | GC-57 |
| GC 7.11 | Contaminated Groundwater And/or Soil | GC-58 |
| GC7.12 | Dust Control | GC-58 |
| GC7.13 | By-Pass Pumping of Sanitary Sewer | GC-59 |
| Section 8.0 | Contract Completion, O&M Manuals | GC-60 thru GC-63 |
| GC 8.1 | Intermediate Completion | GC-60 |
| GC 8.2 | Substantial Completion | GC-60 |
| GC 8.3 | Construction Completion, Final Inspection, Payment, and Acceptance | GC-60 |
| GC 8.4 | Operation and Maintenance Manuals | GC-61 |
| GC 8.5 | Equipment Start-up | GC-61 |
| GC 8.6 | Final Clean up | GC-61 |
| GC 8.7 | Warranty of Title | GC-61 |
| GC 8.8 | Record Drawings | GC-62 |
| GC 8.9 | Warranty | GC-62 |
| | Warranty Form | GC-63 |
| Section 9.0 | Prevailing Wage | GC-64 thru GC-66 |
| GC 9.1 | Prevailing Wage Rates | GC-64 |
| GC 9.2 | No Extra Compensation | GC-66 |

TABLE OF CONTENTS

| SECTIONS | PAGE |
|--|--|
| Special Conditions | SC-1 thru SC-12 |
| Technical Specifications | TS-1 thru TS- |
| Attachment A 2015 Prevailing Wage Rates for Carson City | A-1 thru A-32 |
| Attachment B 2015 Davis Bacon Wages | B-1 thru B-11 |
| Attachment C 2015 Davis Bacon Heavy Wage Rates | C-1 thru C-5 |
| Attachment D Federal Clauses | D-1 thru D-63 |
| | |
| Drawing Sheets (9 Sheets) | |
| No. | Title |
| G1 | Title Sheet |
| G2 | Notes, Legend, Special Construction Notes |
| G3 | General Construction Notes |
| G4 | Sheet Index |
| G5 | Horizontal Control Plan |
| G6, G7 | Stormwater Pollution Prevention Plan |
| C1 | Fleischmann Way – Utility Plan and Profile |
| C2, C3 | N. Mountain Street – Utility Plan and Profile |
| C4, C5 | W. Long Street – Utility Plan and Profile |
| C6, C7 | N. Division Street – Utility Plan and Profile |
| C8 | Lane Circle – Utility Plan and Profile |
| C9 | Sierra Circle – Utility Plan and Profile |
| C10 | Pineview Way – Utility Plan and Profile |
| C11 | Miller Way – Utility Plan and Profile |
| C12 | Hillside Way – Utility Plan and Profile |
| C13 | Typical Roadway Sections |
| C14, C15 | Fleischmann Way – Roadway Plan and Profile |
| C16, C17 | N. Mountain Street – Roadway Plan and Profile |
| C18 | W. Long Street – Roadway Plan and Profile |
| C19, C20 | N. Division Street – Roadway Plan and Profile |
| C21 | Lane Circle – Roadway Plan and Profile |
| C22 | Sierra Circle – Roadway Plan and Profile |
| C23 | Hillside Way – Roadway Plan and Profile |
| C24 | Pine View Way / Miller Way Roadway Paving Plan |
| C25 | Intersection Details |
| C26 | Construction Details |
| C27 | Construction Details |
| C28 | Construction Details |
| C29 | Construction Details |
| C30 | Construction Details |
| LS1 | Lane Circle – Landscape and Irrigation Plan |
| LS2 | Sierra Circle – Landscape Plan |
| LS3 | Irrigation Notes and Details |

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**
Sheri Russell, CPA - Accounting Manager
Carson City Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
775-283-7222
FAX 775-887-2107
SRussell@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
FAX No. 775-887-2112
DSchulz@carson.org

- C. **Construction Manager**
Rick Cooley, Construction Manager
RCooley@carson.org

- D. **Project Manager**
Darren Anderson, Project Manager
DAnderson@carson.org

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: **"Mountain Street Utility Rehabilitation Project"**

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

INSTRUCTIONS TO BIDDERS

- 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.: 1415-189

OPENING: July 8, 2015 at 11:10 am

COMPANY NAME:

- This is a Federal-aid contract and the provisions found in the DBE Guidance located in the SRF Requirements Section of this Contract need to be followed including submitting all required forms.
- 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**

- 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

- 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.
- 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.

INSTRUCTIONS TO BIDDERS

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.

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.~~

INSTRUCTIONS TO BIDDERS

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 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.

INSTRUCTIONS TO BIDDERS

O. 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.

P. 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.

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.

INSTRUCTIONS TO BIDDERS

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.

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,

INSTRUCTIONS TO BIDDERS

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 any Federal, State or Local department or agency;
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 Q & D Construction, Inc.
as Principal, hereinafter called Contractor, and Western Surety Company

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 \$ 5% Dollars

(state sum in words) Five percent of attached bid

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 # 1415-189** and titled "**Mountain Street Utility Rehabilitation Project**".

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 7th day of July 2015

Signature of Principal: [Signature]

Title: VICE PRESIDENT - HEAVY CIVIL

Firm: Q & D Construction, Inc.

Address: 1050 South 21st St.

City/State/Zip Code: Sparks, NV 89431

Written Name of Principal: JEFF BEARD

ATTEST NAME

Signature of Notary: [Signature]

(Seal)

Subscribed and sworn before me this 8th day of July 2015
(printed name of notary) Debbie Ferrero Notary Public for the State of Nevada
Claims Under this Bond May be Addressed to:

Name of Surety Western Surety Company

Address 8888 Cal Center Dr.

City Sacramento

State/Zip Code CA 95826

Name Lori Jones

Title Attorney In Fact

Phone 775-996-6037

Surety's Acknowledgement [Signature]

Name of Local Agent LP Insurance Services, Inc.

Address 300 East 2nd St.

City Reno

State/Zip Code NV 89501

Agent's Name Lori Jones

Agent's Title Resident Agent

Agents Phone 775-996-6037

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.

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, Nina Dedcker, 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 Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

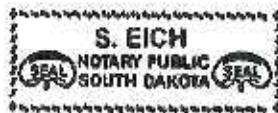
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of June, 2015, 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 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

February 12, 2021



S. Eich

S. Eich, 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 7th day of July, 2015.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

BID PROPOSAL

BID # 1415-189

BID TITLE: "Mountain Street Utility Rehabilitation Project"

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.

~~A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.~~

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

BIDDER acknowledges receipt of 3 Addendums.

SUMMARY

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL |
|--------------------|---|------|-----------------|------------|------------|
| Schedule A: | | | | | |
| BP. 1 | Mobilization, Demobilization and Clean-Up | LS | 1 | 132,900.00 | 132,900.00 |
| BP.2 | Traffic Control | LS | 1 | 84,000.00 | 84,000.00 |
| BP.3 | Surveying | LS | 1 | 22,000.00 | 22,000.00 |
| BP.4 | Obtain Building Permits for Plumbing Work on Private Property | LS | 1 | 6,000.00 | 6,000.00 |
| BP.5 | Slurry Fill Existing 6" Pipe | LF | 5,780 | 3.00 | 17,340.00 |
| BP.6 | Abandon In Place Existing Manhole | EA | 4 | 1,500.00 | 6,000.00 |
| BP.7 | Remove Existing Manhole | EA | 4 10 | 900.00 | 9,000.00 |
| BP.8 | Re-Route Plumbing Under Residence | EA | 18 | 4,000.00 | 72,000.00 |
| BP.9 | Force Account for Additional Building Drain Work | EST | 1 | 20,000.00 | 20,000.00 |
| BP.10 | Cap and Abandon Existing Building Drain | EA | 24 | 250.00 | 6,000.00 |
| BP.11 | Install New Ball Valve, Yoke, and Check Valve on Existing Service | EA | 31 | 450.00 | 13,950.00 |
| BP.12 | Replace Existing Water Service Line with 3/4" PE Line | LF | 995 | 48.00 | 47,760.00 |
| BP.13 | 3/4" Single Pit Setter and Water Meter | EA | 3 | 1,500.00 | 4,500.00 |
| BP.14 | 4" SDR35 PVC Sewer Pipe | LF | 2,400 | 54.00 | 129,600.00 |
| BP.15 | 8" SDR35 PVC Sewer Pipe | LF | 3,620 | 97.00 | 351,140.00 |
| BP.16 | 6" C900 Water Line | LF | 690 | 71.00 | 48,990.00 |
| BP.17 | 8" C900 Water Line | LF | 890 | 79.00 | 70,310.00 |
| BP.18 | 6" Gate Valve | EA | 4 | 1,550.00 | 6,200.00 |
| BP.19 | 8" Gate Valve | EA | 7 | 2,600.00 | 18,200.00 |
| BP.20 | 60" Dia Manhole | EA | 1 | 8,000.00 | 8,000.00 |
| BP.21 | 48" Dia Manhole | EA | 16 | 4,000.00 | 64,000.00 |
| BP.22 | Fire Hydrant Assembly | EA | 6 | 8,000.00 | 48,000.00 |
| BP.23 | Flush Valve Assembly | EA | 2 | 4,500.00 | 9,000.00 |
| BP.24 | 2" Air Release Valve Assembly | EA | 3 | 3,500.00 | 10,500.00 |
| BP.25 | Over Excavation of Unsuitable Materials | CY | 500 | 25.00 | 12,500.00 |
| BP.26 | Permanent Pavement Patch (5" AC on 8" Agg Base) | SF | 5,300 | 9.00 | 47,700.00 |
| BP.27 | Remove Bituminous Surface By Cold | SF | 11,450 | 0.50 | 5,725.00 |

BID PROPOSAL

| | | | | | |
|-------|---|----|---------|-----------|-------------------------|
| | Milling (4" Asphalt) | | | | |
| BP.28 | Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section | SF | 104,640 | 0.60 | 62,784.00 |
| BP.29 | 4" Plantmix Pavement Type 2 Agg. NV 64-28 | SF | 116,090 | 2.50 | 290,225.00 |
| BP.30 | Type 2 Slurry Seal | SF | 21,230 | .40 | 8,492.00 |
| BP.31 | Remove Existing Residential AC Driveway | SF | 1,325 | 2.00 | 2,650.00 |
| BP.32 | AC Driveway (3" AC on 6" Agg Base) | SF | 400 | 9.00 | 3,600.00 |
| BP.33 | Adjust Existing Utility Box to Grade | EA | 5 | 1,500.00 | 7,500.00 |
| BP.34 | Adjust Existing Valve Can to Grade | EA | 39 | 550.00 | 21,450.00 |
| BP.35 | Adjust Existing Manhole Frame and Cover to Grade | EA | 17 | 900.00 | 15,300.00 |
| BP.36 | New Light Pole Form Work | EA | 1 | 2,000.00 | 2,000.00 |
| BP.37 | Remove Existing PCC Sidewalk | SF | 1,020 | 6.00 | 6,120.00 |
| BP.38 | Type A PCC Sidewalk (4" concrete on 4" aggregate base) | SF | 1,020 | 4.50 | 4,590.00 |
| BP.39 | Remove Existing PCC Curb and Gutter | LF | 600 | 14.00 | 8,400.00 |
| BP.40 | Type 1 PCC Curb and Gutter on 6" of Aggregate Base | LF | 600 | 25.00 | 15,000.00 |
| BP.41 | Type 2 PCC Curb & Gutter on 6" of Aggregate Base | LF | 270 | 35.00 | 9,450.00 |
| BP.42 | Remove Existing Retaining Curb | LF | 95 | 12.00 | 1,140.00 |
| BP.43 | PCC Retaining Curb | LF | 190 | 30.00 | 5,700.00 |
| BP.44 | Remove Existing PCC Driveway Apron | SF | 1,450 | 6.00 | 8,700.00 |
| BP.45 | Residential PCC Driveway Apron (6" Conc. On 6" Base) | SF | 1,450 | 5.00 | 7,250.00 |
| BP.46 | Remove Existing PCC Driveway | SF | 1,425 | 6.00 | 8,550.00 |
| BP.47 | PCC Driveway (6" Conc. On 6" Base) | SF | 1,425 | 5.00 | 7,125.00 |
| BP.48 | Remove Existing PCC Spandrel / Valley Gutter | SF | 1,125 | 7.00 | 7,875.00 |
| BP.49 | PCC Spandrel / Valley Gutter (6" Conc. On 6" Base) | SF | 1,125 | 9.00 | 10,125.00 |
| BP.50 | Remove Existing PCC Pedestrian Ramp | SF | 1,300 | 7.00 | 9,100.00 |
| BP.51 | PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base) | SF | 1,300 | 8.50 | 11,050.00 |
| BP.52 | Removal and Restoration of Existing Site Improvements | LS | 1 | 55,000.00 | 55,000.00 |
| BP.53 | 24" Solid White Stop Bar | LF | 100 | 5.00 | 500.00 |
| BP.54 | Yield Bar | SF | 36 | 7.00 | 252.00 |
| BP.55 | Reinstall Existing Traffic Sign "STOP" | EA | 7 | 500.00 | 3,500.00 |
| BP.56 | Clear, Grub, and Grade Landscape Islands | LS | 1 | 4,000.00 | 4,000.00 |
| BP.57 | Rock Mulch in Lane and Sierra Circle Landscape Islands | LS | 1 | 5,000.00 | 5,000.00 |
| BP.58 | Lane Circle Irrigation Equipment | LS | 1 | 5,000.00 | 5,000.00 |
| BP.59 | 2-3' Landscape Boulder | EA | 16 | 200.00 | 3,200.00 |
| BP.60 | 5 Gallon Shrub | EA | 12 | 70.00 | 840.00 |
| BP.61 | 1 Gallon Shrub | EA | 35 | 30.00 | 1,050.00 |
| BP.62 | Total Base Bid Price (Schedule A) | | | | 1,883,833 ⁰⁰ |

BP.63 Total Base (Schedule (A) Bid Price Written in Words:

One Million eight hundred eighty three thousand eight hundred thirty three Dollars

BID PROPOSAL

BP.64 BIDDER INFORMATION:

| |
|--|
| Company Name: Q+D CONSTRUCTION, INC. |
| Federal ID No.: 88-0101010 |
| Mailing Address: 1050 S. 21ST STREET |
| City, State, Zip Code: SPARKS, NV 89431 |
| Complete Telephone Number: 775-786-2677 |
| Complete Fax Number: 775-786-5136 |
| Fax Number including area code: 775-786-5136 |
| E-mail: JBEAN@QDCONSTRUCTION.COM |

| |
|--|
| Contact Person / Title: JEFF BEAN / VICE PRESIDENT - HEAVY CIVIL |
| Mailing Address: 1050 S. 21ST STREET |
| City, State, Zip Code: SPARKS, NV 89431 |
| Complete Telephone Number: 775-786-2677 |
| Complete Fax Number: 775-786-5136 |
| E-mail Address: JBEAN@QDCONSTRUCTION.COM |

BP.65 LICENSING INFORMATION:

| |
|--|
| Nevada State Contractor's License Number: 8197 |
| License Classification(s): A + B |
| Limitation(s) of License: UNLIMITED |
| Date Issued: A - 8/26/86 B - 4/13/67 |
| Date of Expiration: A - 8/31/15 B - 4/30/17 |
| Name of Licensee: NORMAN DIANDA |
| Carson City Business License Number: 15-00004129 |
| Date Issued: 12/9/14 |
| Date of Expiration: 12/31/15 |
| Name of Licensee: NORMAN DIANDA - Q+D CONSTRUCTION, INC. |

BID PROPOSAL

BP.66 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: NEVADA |
| Date Incorporated: MAY 2, 1967 |
| Name of Corporation: Q & D CONSTRUCTION, INC. |
| Mailing Address 1050 S. 21st STREET |
| City, State, Zip Code: SPARKS, NV 89431 |
| Telephone Number: 775-786-2477 |
| President's Name: NORMAN DIANDA |
| Vice-President's Name: JEFF BEAN |
| Other 1) Name & Title: LANCE SEMENKO - C.O.O. |

BID PROPOSAL

BP.67 MANAGEMENT AND SUPERVISORY PERSONNEL:

| Persons and Positions | Years With Firm |
|-----------------------|-----------------|
| Name 1) NORMAN DIANDA | 51 |

Title 1) PRESIDENT & CHAIRMAN OF THE BOARD

| | |
|-----------------------|----|
| Name 2) LANCE SEMENKO | 21 |
|-----------------------|----|

Title 2) CHIEF OPERATING OFFICER

| | |
|-------------------|----|
| Name 3) JEFF BEAN | 12 |
|-------------------|----|

Title 3) VICE PRESIDENT - HEAVY CIVIL

| | |
|---------|--|
| Name 4) | |
|---------|--|

Title 4)

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

Title 5)

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

Title 6)

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

BID PROPOSAL

BP.68 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)

| |
|--|
| Company Name 1): FARR WEST ENGINEERING / CITY OF RENO |
| Contract Person: GREG LYMAN / KATHIE WILSON |
| Mailing Address: 5442 LONGLEY LANE, SUITE A / 1 E. 1ST STREET |
| City, State, Zip Code: RENO, NV 89511 / RENO, NV 89501 |
| Complete Telephone Number: 775-853-7259 / 775-321-8354 |
| E-Mail Address: GREG@FARRWESTENGINEERING.COM / WILSONK@RENO.GOV |
| Project Title: 2014 SEWER REHABILITATION PROJECT |
| Amount of Contract: \$6,760,000.00 |
| Scope of Work: INSTALLATION OF 13,700 LF OF 8"-18" SEWER PIPE, REMOVAL AND REPLACEMENT OF MANHOLES, SURFACE IMPROVEMENTS, SEWER LATERAL CONNECTIONS, BYPASS PUMPS, TRAFFIC CONTROL AND MISCELLANEOUS WORK. |
| Company Name 2): CITY OF RENO |
| Contract Person: DUSTIN WATERS |
| Mailing Address: 1 E. 1ST STREET |
| City, State, Zip Code: RENO, NV 89501 |
| Complete Telephone Number: 775-321-8352 |
| E-Mail Address: WATERSD@RENO.GOV |
| Project Title: NORTH VIRGINIA INTERCEPTOR IMPROVEMENTS PHASE 2 |
| Amount of Contract: \$7,092,880.00 |
| Scope of Work: CONSTRUCTION OF A SANITARY SEWER LIFT STATION, THE INSTALLATION OF APPROXIMATELY 4,500 LF OF 20" HDPE FORCE MAIN, AND ALL OTHER MISCELLANEOUS WORK. |

BID PROPOSAL

| |
|--|
| Company Name 3): LYON COUNTY PUBLIC WORKS |
| Contract Person: SEAN SINCLAIR |
| Mailing Address: 34 LAKES BLVD - SUITE 103 |
| City, State, Zip Code: DAYTON OH 45403 |
| Complete Telephone Number: 775-246-6222 |
| E-Mail Address: SSINCLAIR@LYON-COUNTY.OHIO |
| Project Title: DAYTON SEPTIC TANK ELIMINATION PROJECT |
| Amount of Contract: \$9,516,935.00 |
| Scope of Work: CONSTRUCTION OF APPROXIMATELY 40,000 LF OF 8"-15" SEWER MAINS, NEW WATER CONNECTIONS TO 491 HOMES, AND ABANDONING 491 EXISTING SEPTIC SYSTEMS |
| Company Name 4): |
| 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. 69 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
 JEFF BEAN

 Printed Name

VICE PRESIDENT - HEAVY CIVIL

 Title
 7/8/15

 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 ¹ | OSHA Incident Rate ² |
|------|-----------------------------|---------------------------------|
| 2014 | 0.78 | 2.79 |
| 2013 | 0.47 | 3.31 |

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

² 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.70 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 QID CONSTRUCTION, INC. | Address 1050 S. 21st STREET SPASANO, NV 89431 | |
| Phone 775-784-2477 | Nevada Contractor License # 8197 A1B | Limit of License UNLIMITED |
| Description of work ALL WORK NOT OTHERWISE LISTED | | |
| Name of Subcontractor NONE | 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.71 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 QID CONSTRUCTION, INC. | Address 1050 S. 21st STREET SPRINGS, NV 89431 | |
| Phone 775-784-2677 | Nevada Contractor License # 8197 A+B | Limit of License UNLIMITED |
| Description of work ALL WORK NOT OTHERWISE LISTED | | |
| Name of Subcontractor MAPCA SURVEYS | Address 9650 GATEWAY PK RENO NV 89521 | |
| Phone 432-2067 | Nevada Contractor License # N/A | Limit of License N/A |
| Description of work SURVEYING | | |
| Name of Subcontractor JACK RABBIT PUMPING | Address PO BOX 792 GARDNERVILLE NV 89410 | |
| Phone 782-2481 | Nevada Contractor License # 14738 | Limit of License \$ 2,000,000.00 |
| 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. 72 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 LEGENDS LANDSCAPING | Address 524 S. 18TH ST SPARKS NV 89431 | |
| Phone 829-2468 | Nevada Contractor License # 34452 | Limit of License \$995,000 |
| Description of work LANDSCAPING | | |
| Name of Subcontractor SIERRA NEVADA CONSTRUCTION | Address 2055 E. GREG ST SPARKS NV 89431 | |
| Phone 355-0420 | Nevada Contractor License # 25565 | Limit of License UNLIMITED |
| Description of work SLURRY SEAL | | |
| Name of Subcontractor Intermountain Slurry Seal | Address 1120 Terminal Way Reno, NV 89502 | |
| Phone 358-1355 | Nevada Contractor License # 23657 | Limit of License Unlimited |
| Description of work Striping | | |
| 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. 73

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.
- Submit Identification log monthly listing all employees that worked for that month. The Identification log should correspond with the certified payroll reports. If employees are not working in a given month then they should not be listed on said report.

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.

DIVID FUNDAMENTAL

Altered to include State of NV Regulations

... statement of worker's earnings employed on this public works contract by the undersigned and return for the following payroll period:

Date _____ (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

I, _____ (Name of Signatory Party) _____ (Title) do hereby state: Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(1) That I pay or supervise the payment of the person is employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____ that during the payroll period commencing on the _____ day of _____ and ending the _____ day of _____ all persons employed on said project have been paid the full weekly wages earned, that no rates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 848, 63 Stat. 108, 72 Stat. 367, 73 Stat. 357, 48 U.S.C. § 3145), and unscribed below:

(c) EXCEPTIONS

EXCEPTION (CRAFT) _____ EXP. ANATION _____

REMARKS:

NAME AND TITLE _____ SIGNATURE _____

THE FIDELITY, FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 238 OF TITLE 37 OF THE UNITED STATES CODES.

1. The contractor and each subcontractor shall keep an accurate record showing the name and the actual position, wages and benefits paid to each workman employed by him in connection with the public work. The record must be open to all reasonable persons at the expiration of the public body awarding the contract, and its citizens and agents. The contractor or subcontractor shall ensure that a copy of the record for such as under which is received by the public body awarding the contract, no later than 15 days after the end of the month the copy must be open to public inspection as provided in 28A and 310. The record in the possession of the public body awarding the contract may be distributed by the public body for the public work.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into this contract; that the classification set forth therein for each laborer or mechanic conform with the work he performed.

(4) That: - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix B

Form 6100-4 – DBE Subcontractor Utilization

The borrower must require potential prime contractors to submit Form 6100-4, as shown on the next page, to the borrower as part of bid proposals.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

| | | | |
|--|--|---|--|
| Prime Contractor Name Q+D CONSTRUCTION, INC. | | Project Name MOUNTAIN STREET UTILITY REHABILITATION PROJECT | |
| Bid/ Proposal No. 1415-189 | Assistance Agreement ID No. (if known) — | Point of Contact JEFF BEAN - VICE PRESIDENT HEAVY CIVIL | |
| Address 1050 S. 21st STREET SPARKS, NV 89431 | | | |
| Telephone No. 775-786-2477 | | Email Address JBEAN@QDCONSTRUCTION.COM | |
| Issuing/Funding Entity: CARSON CITY PURCHASING AND CONTRACTS | | | |

| I have identified potential DBE certified subcontractors | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | |
|---|--|-----------------------------|--------------------------------|
| If yes, please complete the table below. If no, please explain: | | | |
| | | | |
| Subcontractor Name/ Company Name | Company Address/ Phone/ Email | Est. Dollar Amt | Currently DBE Certified? |
| K+B TRANSPORT | PO BOX 50052 SPARKS, NV 89435 775-331-5152 K+BTTRANSPORT@SBCGLOBAL.NET | 57,600 | YES |
| MAPCA SURVEYS | 9650 GATEWAY DRIVE SUITE 102 RENO NV 89521 775-432-2067 CAERY@MAPCASURVEYS.COM | 20,800 | YES |
| Continue on back if needed | | | |

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| | |
|---|------------------------------|
| Prime Contractor Signature | Print Name |
|  | QED CONSTRUCTION - JEFF BEAN |
| Title | Date |
| VICE PRESIDENT - HEAVY CIVIL | 7/8/15 |

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix C

Form 6100-3 – DBE Subcontractor Performance

The prime contractor must require potential subcontractors to submit Form 6100-3, as show on the next page, as part of bid proposals. In turn, prime contractors submit the data to the borrower.

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

| | | | |
|---|--|---|--|
| Subcontractor Name K & B Transportation LLC | | Project Name Mountain Street Utility Rehabilitation Project | |
| Bid/ Proposal No. Bid #1415-189 | Assistance Agreement ID No. (if known) | Point of Contact Trudi Bush | |
| Address PO Box 50052, Sparks, NV 89435 | | | |
| Telephone No. 775-331-5152 | | Email Address kbtransport@sbcglobal.net | |
| Prime Contractor Name Q & D Construction, Inc | | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies | Price of Work Submitted to the Prime Contractor |
|--|---|---|
| BP. 14 BP. 15 BP. 16 BP. 17 | TRUCK HAULING | 57,600 |
| DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____ | | Meets/ exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown |

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| | |
|---|-------------------|
| Prime Contractor Signature | Print Name |
|  | JEFF BEAN |
| Title | Date |
| VP - HEAVY CIVIL | JULY 8, 2015 |

| | |
|---|-------------------|
| Subcontractor Signature | Print Name |
|  | Trudi Bush |
| Title | Date |
| Managing Member | July 8, 2015 |

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

| | | | |
|---|--|---|--|
| Subcontractor Name MAPCA SURVEYS, INC | | Project Name Mountain Street Utility Rehabilitation Project | |
| Bid/ Proposal No. Bid #1415-189 | Assistance Agreement ID No. (if known) | Point of Contact GUILLERMO "BILL" CAREY | |
| Address 9650 GATEWAY DR. SUITE 102, RENO NV 89521 | | | |
| Telephone No. 775-432-2067 | | Email Address carey@mapcasurveys.com | |
| Prime Contractor Name QID CONSTRUCTION, INC | | Issuing/Funding Entity CARSON CITY PLUMBING AND CONTRACTORS | |

| Contract Item Number | Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies | Price of Work Submitted to the Prime Contractor |
|--|---|---|
| BP.3 | CONSTRUCTION SURVEYING | \$ 20,800.00 |
| DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____ | | Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown |

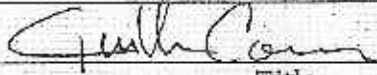
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| | |
|---|------------|
| Prime Contractor Signature | Print Name |
|  | JEFF BEAN |
| Title | Date |
| VICE PRESIDENT - HEAVY CIVIL | 7/6/15 |

| | |
|---|------------------------|
| Subcontractor Signature | Print Name |
|  | GUILLERMO "BILL" CAREY |
| Title | Date |
| PRESIDENT | 7/7/2015 |

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

NEVADA
ADOPT
775 888-4397



775 335-6425



Nevada Unified Certification Program

This is to Certify that:

MAPCA SURVEYS, INC.

Is registered as a Disadvantaged Business Enterprise in the Nevada Unified Certification Program

Under the Provisions of 49 CFR Part 26

And is Therefore Recognized This 27th Day of January, 2010

And supersedes any certification or listing previously issued

Certificate No. NV01228UCPN



REGISTERED IN NEVADA
775 849-0400

This Certificate expires December 31, 2013

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix D

Form 6100-2 – DBE Subcontractor Participation

The prime contractor must provide subcontractors the opportunity to submit Form 6100-2, as shown on the next page, to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

| | | | |
|-----------------------|--|-------------------------|--|
| Subcontractor Name | | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address | | | |
| Telephone No. | | Email Address | |
| Prime Contractor Name | | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies | Amount Received by Prime Contractor |
|----------------------|--|-------------------------------------|
| | | |

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

