



Po Box 915
Zephyr Cove, Nevada 89448
775-586-1610

RECOMMENDATION OF CONTRACT AWARD

ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2

Contractual Parties: Nevada Tahoe Conservation District (NTCD), MKD Construction

Effective Dates: April 12, 2017 – June 30, 2017

Summary: The Zephyr Cove Water Quality Improvement Project, Phase 2 bids were received on April 4, 2017 and subsequently publically opened. The allocated construction budget provided by the funders (USFS, NDOT, and NDEP) is \$378,171 and the total funding available is \$424,706. NDOT has agreed to provide up to \$55,000 in a contract amendment to cover the additional bid cost as well as possible change orders. Bids were received from 3 qualified bidders with MKD Construction having the lowest bid, closet to the allocated budget and engineer's estimate. NTCD staff reviewed their bid packet and found it to be complete. NTCD checked the references of MKD and found them to be adequate and often excellent. NTCD staff recommends entering into an agreement based on best value with MKD Construction to construct the Zephyr Cove Water Quality Improvement Project, Phase 2 for a contract sum of \$394,102. All permits have been obtained and construction must be completed by June 30, 2017.

Supporting Documents: Contractor Bid Packets, Zephyr Cove Phase 2 Bid Tabulation Form

Bid Tabulation for
Zephyr Cove GID Water Quality Improvement Project, Phase 2
Prepared By: Nevada Tahoe Conservation District
Date: April 4, 2017

Item No.	Description	Unit	Quantity	Engineers Estimate		MKD Construction		Impact Construction		Burdick Excavating	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$30,118.00	\$ 30,118	\$48,000.00	\$48,000.00	\$39,000.00	\$39,000.00	\$56,357.00	\$56,357.00
2	Staging and Storage	LS	1	\$ 2,500	\$ 2,500	\$6,900.00	\$6,900.00	\$11,500.00	\$11,500.00	\$9,150.00	\$9,150.00
3	Temporary Erosion Control	LS	1	\$ 15,000	\$ 15,000	\$3,550.00	\$3,550.00	\$9,800.00	\$9,800.00	\$11,655.00	\$11,655.00
4	Traffic Control	LS	1	\$ 20,000	\$ 20,000	\$13,250.00	\$13,250.00	\$15,100.00	\$15,100.00	\$61,650.00	\$61,650.00
6	Clearing and Grubbing	LS	1	\$ 5,000	\$ 5,000	\$19,500.00	\$19,500.00	\$10,300.00	\$10,300.00	\$7,200.00	\$7,200.00
7	Remove Existing Improvements	LS	1	\$ 7,500	\$ 7,500	\$12,500.00	\$12,500.00	\$4,500.00	\$4,500.00	\$6,325.00	\$6,325.00
8	Protect or Replace Existing Trench Drains	LF	101	\$ 100	\$ 10,100	\$80.00	\$8,080.00	\$83.17	\$8,400.17	\$383.00	\$38,683.00
9	14" HDPE Storm Drain Pipe	LF	962	\$ 160	\$ 153,920	\$155.00	\$149,110.00	\$206.50	\$198,653.00	\$246.00	\$236,652.00
10	NDOT Type 1 Modified Manholes	EA	2	\$ 4,500	\$ 9,000	\$6,600.00	\$13,200.00	\$6,100.00	\$12,200.00	\$7,225.00	\$14,450.00
11	Drainage Inlet Weir Retrofit	EA	1	\$ 1,000	\$ 1,000	\$4,500.00	\$4,500.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00
12	Basin Earthwork	LS	1	\$ 40,000	\$ 40,000	\$24,750.00	\$24,750.00	\$38,900.00	\$38,900.00	\$31,500.00	\$31,500.00
13	Rock Dissapator	EA	1	\$ 1,500	\$ 1,500	\$2,100.00	\$2,100.00	\$1,850.00	\$1,850.00	\$2,185.00	\$2,185.00
14	Basin Outlet Structure with 18" CMP	EA	1	\$ 7,100	\$ 7,100	\$6,900.00	\$6,900.00	\$5,750.00	\$5,750.00	\$6,800.00	\$6,800.00
15	18" HDPE Storm Drain Pipe	LF	23	\$ 100	\$ 2,300	\$64.00	\$1,472.00	\$110.87	\$2,550.01	\$159.00	\$3,657.00
16	Church Street Manhole	EA	1	\$ 4,000	\$ 4,000	\$10,500.00	\$10,500.00	\$8,000.00	\$8,000.00	\$9,845.00	\$9,845.00
17	Flat Top Rock Channel Repair	SF	275	\$ 20	\$ 5,500	\$48.00	\$13,200.00	\$25.00	\$6,875.00	\$15.48	\$4,257.00
18	Repair Eroded Sand Channels	SF	200	\$ 4	\$ 800	\$9.00	\$1,800.00	\$2.50	\$500.00	\$9.00	\$1,800.00
19	Rock Bowl & Rock Lined Channel Repair	SF	120	\$ 12	\$ 1,440	\$63.00	\$7,560.00	\$11.00	\$1,320.00	\$25.00	\$3,000.00
20	Vertical Curb	LF	14	\$ 55	\$ 770	\$150.00	\$2,100.00	\$70.00	\$980.00	\$181.00	\$2,534.00
21	Paver Repair	LS	1	\$ 4,000	\$ 4,000	\$1,700.00	\$1,700.00	\$3,200.00	\$3,200.00	\$6,050.00	\$6,050.00
22	Install Split Rail Fence	LF	250	\$ 25	\$ 6,250	\$38.00	\$9,500.00	\$16.00	\$4,000.00	\$36.00	\$9,000.00
23	Install or Repair Wooden Fence	LF	130	\$ 100	\$ 13,000	\$61.00	\$7,930.00	\$32.00	\$4,160.00	\$125.00	\$16,250.00
24	Revegetation	SF	10,000	\$ 1.00	\$ 10,000	\$2.60	\$26,000.00	\$2.05	\$20,500.00	\$2.45	\$24,500.00
				Total	\$ 350,798	MKD Total	\$394,102.00	Impact Total	\$409,338.18	Burdick Total	\$565,000.00

Note: Bid item 5, Tree Removal, was removed in Addendum 1

BID PROPOSAL

NEVADA TAHOE CONSERVATION DISTRICT
400 Dorla Court
Zephyr Cove, Nevada 89448

Gentlemen:

I (we) hereby submit my (our) proposal for the **“ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2”**.

In compliance with your published Notice to Contractors, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications, including the Special Technical Provisions and the Standard Specifications for Public Works; therefore, together with addenda numbered 1 through _____, and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the Nevada Tahoe Conservation District (NTCD) to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the 100% Design Plans, Special Technical Provisions, Specifications, and contract documents prepared therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with NTCD to furnish and perform all of the described work, including subsidiary obligations as defined in said contract documents and specifications and to complete the work in the manner and within the time limits set forth in the Contract Documents.

The bidder understands that the following quantities are approximate, only being given as a basis for the comparison of Proposals; and that NTCD does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work as may be deemed necessary or advisable by the Engineer.

ZEPHYR WATER QUALITY IMPROVEMENT PROJECT, PHASE 2
ZEPHYR COVE, NEVADA

Nevada Tahoe Conservation District
400 Dorla Ct., PO Box 915
Zephyr Cove, Nevada 89448
(775) 586-1610

The following modifications are hereby made to the Bidding and Contract documents for the above referenced project:

CHANGES TO THE BID DOCUMENTS

ITEM 1: Attached to this document is the document "ADDITIONS TO SOLICITATION DOCUMENTS & SPECIFICATIONS FOR ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2" which shall be considered a part of the bid packet. These additions provided information on the required bonds as well as additional required forms and information on prevailing wages and permits obtained to date.

ITEM 2: In the "Instructions to Bidders," in item number 8, the sentence "Work on USFS Parcel 1318-10-000-002 must be completed by June 2, 2017," should be changed to "Work on USFS Parcel 1318-10-000-002 must be completed by June 15, 2017." Additional US Forest Service permit conditions are available in the Appendix D of the revised Special Technical Provisions attached to this addendum.

ITEM 3: In the "Instructions to Bidders," in item number 8, add the following sentences for the Nevada Department of Transportation right-of-way lane closure requirements "Daytime work and a full single lane closure in US-50 will be allowed up to May 25th. No work will be allowed during holiday weekends and the day before or after on US-50 (May 26th-May 30th). Starting May 31st, night work only will be allowed on US-50. "

ITEM 4: Tree removal of the 15 trees shown on the Plan Sheet C-3 will be performed prior to May 1 by the US Forest Service or a separate NTCDD sub-contractor. 3 of these trees will have the stumps also removed. The special technical provisions and bid schedule shall be modified to eliminate tree removal (bid item 5). A new bid schedule is attached or you may cross out bid item 5 on the existing bid schedule. Trees under 6" diameter breast height and removal of 12 larger tree stumps (from the 15 cut trees) should be considered included in the cost for Clearing and Grubbing.

ITEM 5: Amend section 260.04 to include the phrase: "Temporary irrigation must run from the completion of the project through the first freeze or October 31st, 2017, whichever is sooner. "

ITEM 6: In the Project Plans, detail 3 on page D-2, shall be amended to include the following note:

11. Trench width of pipe OD + 3' is necessary if the trench will be backfilled with granular backfill. If flowable fill (Class A: excavatable slurry cement per NDOT Specification) is used as backfill like the detail shows, then the trench width can be reduced to pipe OD+ 8" (4" on each side).

ITEM 7: Sheet TC-1, attached to this addendum, shall be incorporated into the project plan set as the base traffic control plan and the minimum required by NDOT.

ITEM 8: There will be an optional pre-bid site meeting on Friday, March 24, 2017 at 2 PM. Please park in the southern lot of the Zephyr Cove Resort (where the staging area is shown on the Project Plans).

CLARIFICATION ITEMS

CLARIFICATION ITEM 1: A signed copy of Addendum 1 shall be attached to and submitted with the bid proposal.

ATTACHMENTS

- Additions to Solicitation Documents & Specifications for Zephyr Cove Water Quality Improvement Project, Phase 2
- Revised Bid Schedule
- Traffic Control Plan Sheet TC-1

END OF ADDENDUM

Name of Firm: MKD CONSTRUCTION, INC.

Date: APRIL 4, 2017

By:



MICHAEL J. GROCK, PRESIDENT

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR
SPECIAL USE AUTHORIZATION TOI102101
Amendment number: 2**

CONDITIONS

CONDITION #1: Final construction and revegetation plans for the project area and temporary staging/access areas must be submitted and approved by the Forest Service prior to construction commencement.

CONDITION #2: Information on each tree to be removed (dbh, species, location) must be submitted and approved. A tree removal permit must be issued before trees can be removed.

CONDITION #3: All trees in the construction area that are not to be removed must be protected with wood board tree protection. Roots must be avoided when possible.

CONDITION #4: Dark-colored concrete and indigenous rock in a variety of sizes must be used in the construction of the headwalls, channels and basins.

CONDITION #5: The edges of the basins and channels must be undulating to minimize the linear character of these features.

CONDITION #6: Metal used in construction must be treated to reduce reflective or glare-producing impacts.

CONDITION #7: Construction cannot take place between June 15 and Labor Day.

BID SUMMARY

ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2

TOTAL BASE BID: § THREE HUNDRED NINETY FOUR THOUSAND, ONE HUNDRED TWO & NO/100 DOLLARS

The unit prices above shall be the basis of determining the amount paid for the completed project including any increased or decreased quantities authorized by the Engineer.

If the undersigned be notified of the acceptance of his proposal, he agrees to execute the Agreement within ten (10) calendar days for the work covered in his proposal for the above stated prices as full compensation for furnishing all materials and labor, and doing all of the work, in strict accordance with the contract documents, to the satisfaction of the Engineer.

The undersigned further agrees to commence the work within the time stated in the Notice to Proceed and to complete the work specified within the time stated in the Agreement.

The undersigned states that he has a thorough understanding of the conditions embodied in the contract documents and specifications.

Name of Firm MKD CONSTRUCTION, INC.

By 

Address 20 STOKES DRIVE
MOUND HOUSE, NV 89706

Phone (775) 246-1900

Fax (775) 246-1986

Email mkd2@att.net

Nevada Contractor's License

No. 0050061

Date JANUARY 18, 2000


WITNESS

GENERAL CONTRACTOR

MKD CONSTRUCTION, INC.
(Firm Name)


0050061
(Nevada Contractors License #)

MICHAEL J. GROCK
(Name of Officer) is authorized to bid and to enter into this Contract for the above listed firm.

The firm is: (check one)

a corporation a partnership sole proprietorship

Principal Officers:

Name	Title	Signature
<u>MICHAEL J. GROCK</u>	<u>PRESIDENT</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Owners Not Listed Above:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I MICHAEL J. GROCK (Name of Officer) certify that the above lists includes all officers, owners and financial partners of the above mentioned firm corporate structures to the best of my knowledge.

 PRESIDENT
Signature and Title of Officer

AFFIDAVIT OF NONCOLLUSION

State of NEVADA)
) SS
County of LYON)

I, MICHAEL J. GROCK (Name of party signing this affidavit and the Proposal Form),
PRESIDENT (title), under penalty of perjury, being duly sworn, depose and

say: That MKD CONSTRUCTION, INC. (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Michael J. Grock
Signature

PRESIDENT
Title



SUBSCRIBED AND SWORN to before me
this 4th day of April, 2017.

Sharon Scott
NOTARY PUBLIC

**CERTIFICATION OF BIDDER, PROPOSED CONTRACTOR OR
SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY OR VOLUNTARY EXCLUSION**

The undersigned bidder, proposed contractor or subcontractor certifies, to the best of his knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in public works contracts by the Nevada Labor Commissioner.
3. Where either the bidder or subcontractor is unable to certify to any of the above statements, the bidder or subcontractor shall attach an explanation as to why a certification cannot be submitted.

MKD CONSTRUCTION, INC.

Name of Bidder, Proposed Contractor or Subcontractor

MICHAEL J. GROCK, PRESIDENT

Name and Title of Authorized Representative



Signature

APRIL 4, 2017

Date

PREFERENTIAL BIDDER STATUS
AFFIDAVIT

I, MICHAEL J. GROCK, on behalf of the Prime Contractor, MKD CONSTRUCTION, INC., swear and affirm that in order to be in compliance with NRS 338 and be eligible to receive a preference in bidding on **ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2, ZEPHYR COVE, DOUGLAS COUNTY, NEVADA**, 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 MKD CONSTRUCTION, INC., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the Awarding Body to damages. In addition the Contractor may lose its certification for a preference in bidding for 5 years and/or its ability to bid on any contracts for public works for one year pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all of the non-apportioned vehicles primarily used on this project are registered in Nevada;
3. The Contractor shall ensure at least 25 percent of the materials used on this project are purchased in Nevada and;
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

By: MICHAEL J. GROCK

Title: PRESIDENT

Signature: 

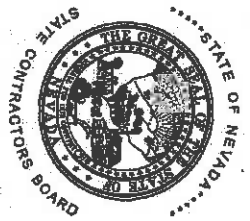
Date: APRIL 4, 2017

Signed and sworn to (or affirmed) before me on this 4th day of April, 2017,
by Michael J. Grock (name of person making statement)




Notary Signature

STAMP AND SEAL



NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 888-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 488-1700 FAX (702) 488-1190, INVESTIGATIONS (702) 488-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-05-01-31-0273

M K D CONSTRUCTION, INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0050061 ORIGINAL ISSUE DATE: 01/18/2000 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: \$8,700,000 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 FEBRUARY 1, 2017 AND EXPIRES ON JANUARY 31, 2018, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 1-4-2017
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.



BID BOND (continued)

On this 4th day of April, 2017, personally appeared before me, a Notary Public, Michael J. Grock, who acknowledged to me that he/she was the Principal authorized to sign the foregoing Bid Bond.



Sharon Scott
NOTARY PUBLIC

On this 4th day of April, 2017, personally appeared before me, a Notary Public, Stephanie Garahana, who acknowledged to me that he/she was the Surety authorized to sign the foregoing Bid Bond.

Stacie Hanson
NOTARY PUBLIC

Surety's Licensed Nevada Agent:

Universal Business Insurance Company
Company Name

P.O. Box 709210 Sandy, Utah 84070
Address
800-360-8844

Telephone

By: _____
(Note: Signature to be Notarized)

Type: Kevin W. Andrews

Bond No. Bid Bond

Subscribed and sworn to before me this 4th day of April, 2017.

Stacie Hanson
Notary Public





P.O. Box 712 • Des Moines, IA 50306-0712

No. B48457

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint SARA SHOTWELL, KEVIN W. ANDREWS, LUKE W. JACKSON, STEPHANIE GARAHANA, JEFFREY G. SHIELDS, WM SCOTT SHIELDS, CRAIG B. HURST, GAYLE WOOD, BARRY BUNDY, BRETT MAYER, STACIE HANSON

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2019 unless sooner revoked.

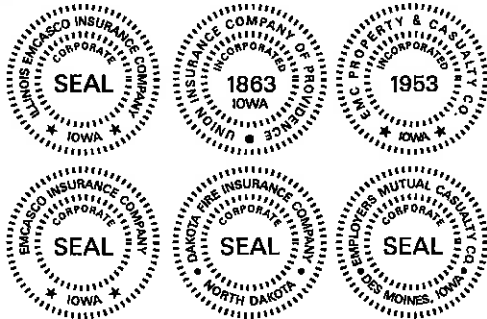
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 23rd day of FEBRUARY, 2016.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freil
Michael Freil
Assistant Vice President

On this 23rd day of FEBRUARY AD 2016 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freil, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freil, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

KATHY LYNN LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2016

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 23, 2016 on behalf of:
SARA SHOTWELL, KEVIN W. ANDREWS, LUKE W. JACKSON, STEPHANIE GARAHANA, JEFFREY G. SHIELDS, WM SCOTT SHIELDS, CRAIG B. HURST, GAYLE WOOD, BARRY BUNDY, BRETT MAYER, STACIE HANSON

are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4 day of April, 2017. [Signature] Vice President

FIVE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 5% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding five percent (5%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. ALL ITEMS OF WORK EXCEPT REVEGETATION	MKD CONSTRUCTION, INC 20 STOKES DRIVE MOUND HOUSE, NV 89706	0050061
2. REVEGETATION	KELLEY EROSION CONTROL, INC 2395 B TAMPA STREET RENO, NV 89512	39951
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141

TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 1% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding one percent (1%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. ALL ITEMS OF WORK EXCEPT REVEGATATION	MKD CONSTRUCTION, INC 20 STOKES DRIVE MOUND HOUSE, NV 89706	0050061
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141.

Nevada Tahoe Conservation District, FAX (775) 586-1612

**CERTIFICATION OF BIDDER REGARDING PENALTIES FOR
NONCOMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS**

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on public works shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him;
 - b) Is not reported accurately to the public body awarding the contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner.

MKD CONSTRUCTION, INC.

Name of Bidder

MICHAEL J. GROCK, PRESIDENT

Name and Title of Authorized Representative



Signature

APRIL 4, 2017

Date

**CERTIFICATION OF BIDDER REGARDING PENALTIES FOR
NONCOMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS**

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 - a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him;
 - b) Is not reported accurately to the public body awarding the contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner.

Name of Bidder

Keller Erosion Control, Inc.

Name and Title of Authorized Representative

Claudia J. Chambers Secretary/Treas.

Signature



Date

4/4/17

SCHEDULE A: ENGINEERED CONSTRUCTION PROJECTS PAST 5 YEARS (AND PRIOR)

PROJECT DESCRIPTION	OWNER	ENGINEER / DESIGNER	DATE COMPLETED	CONTRACT AMOUNT	REFERENCE
SKY TAVERN WATER/FIRE PROTECTION SYSTEM IMPROVEMENTS	CITY OF RENO	CHRISTY CORP.	11/30/2016	\$1,084,000	STEVE GAMILIS CITY OF RENO 1 EAST FIRST STREET RENO, NV 89501 (775) 334-2461
I-80, AT STRUCTURES G-884 AND G-885 NDOT 3635	NDOT	NDOT	9/24/2016	\$354,000	FRED LEVVA NEVADA DEPARTMENT OF TRANSPORTATION 1250 LAMOILLE HWY #1154 ELKO, NV 89801 (775) 397-2986
SR 115, HARRIGAN ROAD AT L LINE CANAL IN CHURCHILL COUNTY NDOT 3608	NDOT	NDOT	4/9/2016	\$622,000	LARRY BOGE NEVADA DEPARTMENT OF TRANSPORTATION 310 GALLETI WAY SPARKS, NV 89431 (775) 688-1254
CLEAR CREEK WATERSHED STORM DRAINAGE PROJECT NDOT 3586	NDOT	NDOT	11/19/2015	\$1,489,514	JOHN ANGEL NEVADA DEPARTMENT OF TRANSPORTATION 123 W. NYE LANE, #102 CARSON CITY, NV 89706 (775) 687-3376
RAGGIO PKWY REHABILITATION	DESERT RESEARCH INSTITUTE	WOOD ROGERS, INC.	12/5/2014	\$765,190.00	MARK CENDAGORTA WOOD ROGERS, INC. 5440 RENO CORPORATE DRIVE RENO, NV 89511 (775) 823-4068
NDOT #3560 - ENHANCED MILE POST & RUMBLE STRIP	NDOT	NDOT	8/22/2014	\$426,000	JOHN BRADSHAW NEVADA DEPARTMENT OF TRANSPORTATION 1263 SOUTH STEWART STREET CARSON CITY, NEVADA 89712 (775) 888-7670
MONTEGO BAY TANK SUPPLY PIPELINE PROJECT	CITY OF WEST WENDOVER	AQUA ENGINEERING	2/25/2013	\$641,836.00	ROBERT ROUSSELE AQUA ENGINEERING 533 W. 2600 S., SUITE 275 BOUNTFUL, UT 84010 (801) 683-3733

PROJECT DESCRIPTION	OWNER	ENGINEER / DESIGNER	DATE COMPLETED	CONTRACT AMOUNT	REFERENCE
CHALK SPILL IMPROVEMENTS	TRUCKEE MEADOWS WATER AUTHORITY	TMWA	4/9/2013	\$178,055.00	JUAN ESPARZA TRUCKEE MEADOWS WATER AUTHORITY P.O. BOX 30013 RENO, NV (775) 834-8080
WHITE HOUSE BUILDING DEMOLITION & DISPOSAL OWYHEE COMBINED SCHOOLS, DUCK VALLEY INDIAN RESERVATION	ELKO COUNTY SCHOOL DISTRICT	FARR WEST/ CHILTON ENGINEERING	6/24/2013	\$103,000.00	FARR WEST/CHILTON ENGINEERING 5442 LONGLEY LANE RENO, NV 89511 (775) 851-4788
IDAHO STREET PAYER PROJECT	CITY OF ELKO	SUMMIT ENGINEERING	10/23/2013	\$465,671.00	JEREMY DRAPER CITY OF ELKO 1751 COLLEGE AVENUE ELKO, NV 89801 (775) 777-7214
GALENA CREEK STREAM BANK STABILIZATION AT JOY RD. BRIDGE, WASHOE CO., NEVADA	WASHOE COUNTY PUBLIC WORKS	LUMOS & ASSOCIATES	10/31/2012	\$266,550.00	WALT WEST WASHOE COUNTY DEPART OF PUBLIC WORKS 1001 EAST 9TH STREET RENO, NV 89520 (775) 328-2040
THIRD & INCLINE CREEKS RESTORATION PHASE IV	IVGID	IVGID	10/31/2012	\$750,723.00	BRAD JOHNSON INCLINE VILLAGE G.I.D. 1220 SWEETWATER ROAD INCLINE VILLAGE, NV 89451 (775) 832-1268
NDOT Q2-005-12 RCP & HEADWALL REPLACEMENT	NDOT DIST. II	NDOT	8/30/2012	\$180,000.00	NEVADA DEPARTMENT OF TRANSPORTATION DISTRICT II - ROBERT NEWBERG 310 GALLETTI WAY SPARKS, NEVADA 89431 (775) 834-8300
LAMOILLE WATER SYSTEM - PHASE 2 WATER IMPROV. PROJECT	LAMOILLE WATER INC.	FARR WEST	8/17/2012	\$379,522.00	KATE NELSON FARR WEST ENGINEERING 5442 LONGLEY LN RENO, NV 89511 (775) 851-4788
NDOT # 3467 - MODIFY DROP INLETS ON US 50 & SR 28 DOUGLAS & WASHOE CO.	NDOT	NDOT	7/19/2012	\$446,198.00	JOHN ANGEL NEVADA DEPARTMENT OF TRANSPORTATION 123 W. NYE LANE, #102 CARSON CITY, NV 89706 (775) 687-3376

PROJECT DESCRIPTION	OWNER	ENGINEER / DESIGNER	DATE COMPLETED	CONTRACT AMOUNT	REFERENCE
VIRGINIA PEAK METEOROLOGICAL NEW-6 TOWER	VIRGINIA PEAKS POWER PTNRS LLC	NETRICOM (USA) INC.	2/17/2012	\$48,160.00	MICKE DICKSON (707) 592-6476 NETRICOM (USA) INC. 575, BOULEVARD MORGAN BAIE D'URFE, QUEBEC H9X 3T6
TALBOT CREEK BRIDGE REPLACEMENT	ELKO CO. HIGHWAY DEPT.	CHILTON ENGINEERING	1/5/2012	\$282,077.00	LANA CARTER CHILTON ENGINEERING 421 COURT STREET ELKO, NV 89801 (775) 738-2121
NDOT 3449 - TOPAZ PARK US 395 - ROAD WIDENING @ TOPAZ LAKE, NV	NDOT	NDOT	11/5/2012	\$412,977.00	STEVE LANI NEVADA DEPARTMENT OF TRANSPORTATION 123 W. NYE LANE, #102 CARSON CITY, NV 89706 (775) 687-3376
CARVILLE PARK APARTMENTS PARKING LOT REHABILITATION	B & C TRADER COUNCIL	WOOD ROGERS	7/27/2011	\$484,550.00	PAUL MCKENZIE BUILDING & CONST. TRADES COUNCIL OF NO. NEVADA 1819 HYMER AVE. SPARKS, NV 89431 (775) 355-9200
RECONSTRUCTION & PAVING AT GOMES ELEMENTARY SCHOOL	WCSD	HUNTER CREEK	7/20/2011	\$119,500.00	MICHAEL BURGOYNE HUNTER CREEK ENGINEERING 115 THOMA STREET RENO, NV 89501 (775) 324-9925
MALDONADO PARK VISTA SWALES	SPARKS	PBS&J	5/6/2011	\$254,635.00	ANDY ECHEITA CITY OF SPARKS 431 PRATER WAY SPARKS, NV 89431 (775) 353-2325
2010-2011 FLEISH FLUME REHABILITATION	TMWA	TMWA	1/28/2011	\$253,473.00	CHRIS STRUFFERT TRUCKEE MEADOWS WATER AUTHORITY 1355 CAPITAL BLVD RENO, NV 89502 (775) 834-8023
COLLEGE PARKWAY WATER MAIN EXTENSION	ELKO	TETRA TECH	11/15/2010	\$107,794.00	KELLI KITE CITY OF ELKO 1751 COLLEGE AVENUE ELKO, NV 89801 (775) 888-7070

PROJECT DESCRIPTION	OWNER	ENGINEER / DESIGNER	DATE COMPLETED	CONTRACT AMOUNT	REFERENCE
NORTH GENE L. JONES WAY SIDEWALK PROJECT	WEST WENDOVER	AQUA ENG.	11/12/2010	\$62,411.00	SCOTT REUTNER MODERN CONCRETE, INC. 1770 SHARPS ACCESS ELKO, NV 89801 (775) 753-5100
FLUME 1 REHABILITATION PROJECT	TMWA	TMWA	9/24/2010	\$785,904.00	BRENT EISERT TRUCKEE MEADOWS WATER AUTHORITY 1355 CAPITAL BLVD RENO, NV 89502 (775) 834-8023
FLUME 18 REHABILITATION PROJECT	TMWA	TMWA	6/11/2010	\$425,259.00	BRENT EISERT TRUCKEE MEADOWS WATER AUTHORITY 1355 CAPITAL BLVD RENO, NV 89502 (775) 834-8023
HIGHLAND CANAL REHABILITATION PROJECT	TMWA	TMWA	6/3/2010	\$309,674.00	RON PENROSE TRUCKEE MEADOWS WATER AUTHORITY 1355 CAPITAL BLVD RENO, NV 89502 (775) 834-8017
BRIDGE DECKS - WINNEMUCCA NDOT D3-020-09	NDOT	NDOT	8/30/2010	\$815,504.00	DAVID SCHWARTZ/DONALD KALKOSKE NEVADA DEPARTMENT OF TRANSPORTATION 795 E. FOURTH STREET WINNEMUCCA, NV 89445 (775) 623-8070
SLOPE SCALING - VARIOUS NDOT D3-011-09	NDOT	NDOT	6/21/2010	\$246,955.00	BOYD RATLIFF NEVADA DEPARTMENT OF TRANSPORTATION 1951 IDAHO STREET ELKO, NV 89801 (775) 775-2700
SIDEWALK & ADA RAMPS NDOT D3-018-10, WELLS, NV	NDOT	NDOT	9/30/2010	\$138,983.00	CHRIS RUPINSKI NEVADA DEPARTMENT OF TRANSPORTATION 1951 IDAHO STREET ELKO, NV 89801 (775) 775-2700
RUMBLE STRIPS - VARIOUS NDOT 3356	NDOT	NDOT	9/1/2009	\$1,900,000.00	SHANE COCKING NEVADA DEPARTMENT OF TRANSPORTATION 1263 SOUTH STEWART STREET CARSON CITY, NV 89712 (775) 688-1864

PROJECT DESCRIPTION	OWNER	ENGINEER / DESIGNER	DATE COMPLETED	CONTRACT AMOUNT	REFERENCE
IVGID EFFLUENT SEWER	IVGID	HDR	12/31/2009	\$1,263,000.00	JOE POMROY INCLINE VILLAGE GENERAL IMPROV. DISTRICT 1220 SWEETWATER ROAD INCLINE VILLAGE, NV 89451 (775) 832-1269
RUBY HILL SIDEWALK & SEWER IMPROVEMENTS	CITY OF EUREKA	LUMOS	10/15/2009	\$343,000.00	TOM YOUNG / MIKE BENNETT LUMOS & ASSOCIATES 800 E COLLEGE PARKWAY CARSON CITY, NV 89706 (775) 883-7077
EUREKA AIRPORT 2009 MAINTENANCE PROJECT	CITY OF EUREKA	LUMOS	10/15/2009	\$498,000.00	TOM YOUNG LUMOS & ASSOCIATES 800 E COLLEGE PARKWAY CARSON CITY, NV 89706 (775) 883-7077
2009 CURB, GUTTER & SIDEWALK	CITY OF SPARKS	CITY OF SPARKS	12/31/2009	\$369,920.99	ANDY ECHEITA CITY OF SPARKS 341 PRATER WAY SPARKS, NV 89431 (775) 353-2200
TRUCKEE RIVER BACKFLOW PREVENTORS	CITY OF SPARKS	STANTEC	12/31/2009	\$220,000.00	ANDY ECHEITA CITY OF SPARKS 341 PRATER WAY SPARKS, NV 89431 (775) 353-2200
FLEISH FLUME RECON. 08-09 HYDROELECTRIC FLUME REHABILITATION PROJECT TMWA PRJ. No. 0809-007	TMWA	TMWA	01/28/2009	\$1,385,000.00	RON PENROSE TRUCKEE MEADOWS WATER AUTHORITY 1355 CAPITAL BLVD RENO, NV 89502 (775) 834-8017
COUNTY STREETS	EUREKA	LUMOS	09/15/2008	\$1,150,000.00	TOM YOUNG LUMOS & ASSOCIATES 800 E COLLEGE PARKWAY CARSON CITY, NV 89706 (775) 883-7077
IVGID EFFLUENT SEWER	IVGID	HDR	06/30/2008	\$975,000.00	JOE POMROY INCLINE VILLAGE GENERAL IMPROV. DISTRICT 1220 SWEETWATER ROAD INCLINE VILLAGE, NV 89451 (775) 832-1269

PROJECT DESCRIPTION	OWNER	ENGINEER / DESIGNER	DATE COMPLETED	CONTRACT AMOUNT	REFERENCE
VICTORIAN SQUARE	SPARKS	SPARKS	02/01/2008	\$3,649,000.00	ANDY ECHEITA CITY OF SPARKS 341 PRATER WAY SPARKS, NV 89431 (775) 353-2200
HYDROELECTRIC FLUME REHABILITATION PROJECT TMWA PRJ. No. 0708-082	TMWA	TMWA	01/05/2008	\$374,900.00	RON PENROSE TRUCKEE MEADOWS WATER AUTHORITY 1355 CAPITAL BLVD RENO, NV 89502 (775)834-8017
TOPAZ RESERVIOR DIVERSION IMPROVEMENTS	WRID	RO ANDERSON	12/31/2007	\$5,700,000.00	ROB ANDERSON RO ANDERSON P.O. BOX 2229 MINDEN, NV 89423 (775) 782-2322
IVGID EFFLUENT SEWER	IVGID	HDR	10/15/2007	\$2,499,000.00	JOE POMROY INCLINE VILLAGE GENERAL IMPROV. DISTRICT 1220 SWEETWATER ROAD INCLINE VILLAGE, NV 89451 (775) 832-1269
BINWALLS 7, 8, & 9 - US50 NDOT 3273	NDOT	NDOT	10/15/2007	\$4,000,000.00	STEVE LANI NEVADA DEPARTMENT OF TRANSPORTATION 123 W. NYE LANE, #105 CARSON CITY, NV 89706 (775) 687-3367
BINWALL 1, - US50 NDOT 3301	NDOT	NDOT	10/15/2007	\$2,499,000.00	STEVE LANI NEVADA DEPARTMENT OF TRANSPORTATION 123 W. NYE LANE, #105 CARSON CITY, NV 89706 (775) 687-3367
WASHOE TIMBER FLUME REHABILITATION PROJECT TMWA PRJ. No. 06-010	TMWA	TMWA	12/31/2006	\$290,000.00	RON PENROSE TRUCKEE MEADOWS WATER AUTHORITY 1355 CAPITAL BLVD RENO, NV 89502 (775) 834-8017
LINCOLN PARK - WATER QUALITY IMPROVEMENT REPLACEMENT - 3241	DOUGLAS COUNTY	DOUGLAS COUNTY	10/15/2006	\$450,000.00	RON ROMAN DOUGLAS COUNTY STANTEC CONSULTING, INC. 6980 SIERRA CENTER PKWY, STE. 100 RENO, NV 89511 (775) 850-0777
DEER RUN BRIDGE REPLACEMENT - 3241 CARSON CITY	NDOT	PARSONS	01/31/2006	\$3,675,000.00	MICHAEL ROBINSON STANTEC CONSULTING, INC. 6980 SIERRA CENTER PKWY, STE. 100 RENO, NV 89511 (775) 850-0777

PROJECT DESCRIPTION	OWNER	ENGINEER / DESIGNER	DATE COMPLETED	CONTRACT AMOUNT	REFERENCE
INCLINE VILLAGE MIDDLE SCHOOL BMP PROJECT	WCSD	WOOD ROGERS	10/15/2015	\$201,950.00	STEVE WHITE WOOD ROGERS 575 DOUBLE EAGLE RENO, NV 89521 (775) 823-4068
INCLINE/FAIRWAY PHASE 2 WATER QUALITY IMPROVEMENT PROJECT	WASHOE COUNTY PUBLIC WORKS	WOOD RODGERS	10/15/2005	\$1,380,000.00	ADAM SULLIVAN WOOD RODGERS 575 DOUBLE EAGLE RENO, NV 89521 (775) 823-4068
SR 28 PATH & DRAINAGE IMPROVEMENTS - NDOT 3210	NDOT	NDOT	10/15/2005	\$4,088,000.00	LARRY WESTMORELAND NEVADA DEPARTMENT OF TRANSPORTATION 1263 SOUTH STEWART STREET CARSON CITY, NV 89712 (775) 688-1864

QUALIFICATION OF BIDDER CERTIFICATE

The undersigned bidder, proposed contractor or subcontractor certifies, that they are qualified to do the Zephyr Cove Water Quality Improvement Project, Phase 2 as described in Section 102 CONTRACTOR QUALIFICATIONS of the Special Technical Provisions and submitted all qualification as stated in 102.01 Description together with the bid document.

Contractor Qualifications See Attached P

Kellen Erosion Control, Inc
Name of Bidder, Proposed Contractor or Subcontractor

Claudia T. Chambers Secretary
Name and Title of Authorized Representative

[Signature]
Signature

4/4/17
Date



KELLEY EROSION CONTROL, INC.

2395-B Tampa Street
Reno, NV 89512
(775) 322-7755 Fax (775) 322-6606

April 4, 2017

Contractor Qualifications

Kelley Erosion Control, Inc. established in 1983 specializes in revegetation and erosion control projects. We are submitting the following three projects for our qualifications.

Kingsbury GID - Completed in 2016. KEC was a subcontractor to Q&D Construction. Work included a water line and new pump station installation. KEC revegetated the ROW, planted plants, installed above ground drip line irrigation to the plants and maintained for 1 year. Contract price for KEC was \$54,494.00 Project is located in state line Kingsbury/South Lake Tahoe.

Kings Beach Commercial Core (KBCC) - KEC was a subcontractor for Q&D Construction. Started 4/12/14 and final acceptance at the end of 2016. Our portion of work was \$ \$216,596.00. Work included: Hydroseeding, vegetated coir mat built in place, planted coir logs, erosion blanket installation, relocated native sod, willow clumps and willow wattles planted. Various erosion control applications along with a temporary irrigation system that was installed and plant establishment was on-going for 2+ years along with weed work. Placer County Public Works is the owner for this project.

Third and Incline - KEC was a subcontractor to MKD. Work included planting native sod, hydroseeding 2 acres, planting, temporary above ground irrigation system and 2 years of plant establishment and weed work. The dollar amount of our work was \$212,469.00. Owner is Incline GID.

Other References

Steve Peck is an engineer with Cardno (830) 542-3038 design engineer for KBCC

Julie Etra with Western Botanical Services (775) 849-3223 Designer and Inspector on many projects

Anna Henke - NEC (775) 846-7317 Inspector KBCC

Ron Roman - Douglas County Public Works Engineering/Manager
Office (775) 890-3025
Cell (775) 690-3025

Barbara Senter - Slantec Consulting Services Designer on several of our projects
(775) 850-0777

Brad Johnson - IVGID - Senior Engineer - (775) 832-1268

Nevada Contractors License #0027423B and #0039951
NV Pest Control License # 6847
California License # 703012

(PROFIT) INITIAL/ANNUAL LIST OF OFFICERS, DIRECTORS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

MKD CONSTRUCTION, INC.

C2943-1999

NAME OF CORPORATION

FOR THE FILING PERIOD OF FEB, 2017 TO FEB, 2018



100103

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional officers, attach a list of them to this form.
- Return the completed form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$500.00/\$200.00 for Professional Corporations filed pursuant to NRS Chapter 89. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20170062953-95 Filing Date and Time 02/11/2017 3:38 PM Entity Number C2943-1999
--	---

ABOVE SPACE IS FOR OFFICE USE ONLY

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code: **NRS 76.020 Exemption Codes**
 001 - Governmental Entity
 005 - Motion Picture Company
 006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

This corporation is a publicly traded corporation. The Central Index Key number is:

This publicly traded corporation is not required to have a Central Index Key number.

NAME MICHAEL J GROCK	TITLE(S) PRESIDENT (OR EQUIVALENT OF)
ADDRESS 20 STOKES DRIVE , USA	CITY STATE ZIP CODE MOUND HOUSE NV 89706
NAME MICHAEL J GROCK	TITLE(S) SECRETARY (OR EQUIVALENT OF)
ADDRESS 20 STOKES DRIVE , USA	CITY STATE ZIP CODE MOUND HOUSE NV 89706
NAME MICHAEL J GROCK	TITLE(S) TREASURER (OR EQUIVALENT OF)
ADDRESS 20 STOKES DRIVE , USA	CITY STATE ZIP CODE MOUND HOUSE NV 89706
NAME MICHAEL J GROCK	TITLE(S) DIRECTOR
ADDRESS 20 STOKES DRIVE , USA	CITY STATE ZIP CODE MOUND HOUSE NV 89706

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X MICHAEL J GROCK *[Signature]*
Signature of Officer or
Other Authorized Signature

Title: PRESIDENT Date: 2/11/2017 3:38:00 PM

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

M K D CONSTRUCTION INC

Licensed since January 18, 2000

License No. **0050061**

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

PRINCIPALS:

MICHAEL JOHN GROCK, President Qualifi

LIMIT: \$8,700,000

EXPIRES: 01/31/2019


Chairman, Nevada State Contractors Board



SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

MKD CONSTRUCTION, INC.
Nevada Business Identification # NV19991170548

Expiration Date: February 28, 2018

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 February 11, 2017

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.

BID PROPOSAL

NEVADA TAHOE CONSERVATION DISTRICT
400 Dorla Court
Zephyr Cove, Nevada 89448

Gentlemen:

I (we) hereby submit my (our) proposal for the **“ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2”**.

In compliance with your published Notice to Contractors, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications, including the Special Technical Provisions and the Standard Specifications for Public Works; therefore, together with addenda numbered 1 through 1, and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the Nevada Tahoe Conservation District (NTCD) to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the 100% Design Plans, Special Technical Provisions, Specifications, and contract documents prepared therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with NTCD to furnish and perform all of the described work, including subsidiary obligations as defined in said contract documents and specifications and to complete the work in the manner and within the time limits set forth in the Contract Documents.

The bidder understands that the following quantities are approximate, only being given as a basis for the comparison of Proposals; and that NTCD does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work as may be deemed necessary or advisable by the Engineer.

BID SCHEDULE

ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2

BASE BID: Zephyr Cove Water Quality Improvement Project, Phase 2 construction per bid items. All items not covered by in the Plans, Special Provisions, and Special Technical Provisions but are necessary for completion of the project are incidentals to the listed Bid Items.

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$ 39,000.00	\$ 39,000.00
2	Staging and Storage	LS	1	\$ 11,500.00	\$ 11,500.00
3	Temporary Erosion Control	LS	1	\$ 9,800.00	\$ 9,800.00
4	Traffic Control	LS	1	\$ 15,100.00	\$ 15,100.00
5	Tree Removal	EA	15	\$	\$
6	Clearing and Grubbing	LS	1	\$ 10,300.00	\$ 10,300.00
7	Remove Existing Improvements	LS	1	\$ 4,500.00	\$ 4,500.00
8	Protect or Replace Existing Trench Drains	LF	101	\$ 83.17	\$ 8,400.17
9	14" HDPE Storm Drain Pipe	LF	962	\$ 206.50	\$ 198,653.00
10	NDOT Type 1 Modified Manholes	EA	2	\$ 6,100.00	\$ 12,200.00
11	Drainage Inlet Weir Retrofit	EA	1	\$ 1,300.00	\$ 1,300.00
12	Basin Earthwork	LS	1	\$ 38,900.00	\$ 38,900.00
13	Rock Dissapator	EA	1	\$ 1,850.00	\$ 1,850.00
14	Basin Outlet Structure with 18" CMP	EA	1	\$ 5,750.00	\$ 5,750.00
15	18" HDPE Storm Drain Pipe	LF	23	\$ 110.87	\$ 2,550.01
16	Church Street Manhole	EA	1	\$ 8,000.00	\$ 8,000.00
17	Flat Top Rock Channel Repair	SF	275	\$ 25.00	\$ 6,875.00
18	Repair Eroded Sand Channels	SF	200	\$ 2.50	\$ 500.00
19	Rock Bowl & Rock Lined Channel Repair	SF	120	\$ 11.00	\$ 1,320.00
20	Vertical Curb	LF	14	\$ 70.00	\$ 980.00
21	Paver Repair	LS	1	\$ 3,200.00	\$ 3,200.00
22	Install Split Rail Fence	LF	250	\$ 16.00	\$ 4,000.00
23	Install or Repair Wooden Fence	LF	130	\$ 32.00	\$ 4,160.00
24	Revegetation	SF	10,000	\$ 2.05	\$ 20,500.00

BASE BID TOTAL (in numerals) \$ 409,338.18

BASE BID TOTAL (in words) Four Hundred Nine Thousand Three Hundred Thirty-Eight and Eighteen one hundredths.

BID SUMMARY

ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2

TOTAL BASE BID: \$ 409,338.18

The unit prices above shall be the basis of determining the amount paid for the completed project including any increased or decreased quantities authorized by the Engineer.

If the undersigned be notified of the acceptance of his proposal, he agrees to execute the Agreement within ten (10) calendar days for the work covered in his proposal for the above stated prices as full compensation for furnishing all materials and labor, and doing all of the work, in strict accordance with the contract documents, to the satisfaction of the Engineer.

The undersigned further agrees to commence the work within the time stated in the Notice to Proceed and to complete the work specified within the time stated in the Agreement.

The undersigned states that he has a thorough understanding of the conditions embodied in the contract documents and specifications.

Name of Firm Impact Construction

By [Signature]

Address P.O. Box 59

Gardnerville, NV 89410

Phone (775) 783-7693

Fax (775) 782-3174

Email impact.08@hotmail.com

Nevada Contractor's License

No. 0070995

Date 04-04-17

[Signature]
WITNESS

GENERAL CONTRACTOR

Impact Construction
(Firm Name)


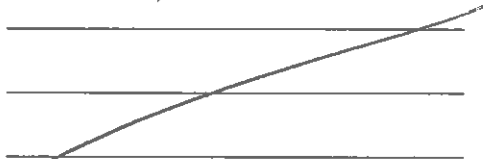
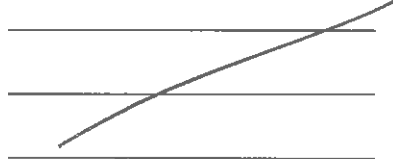
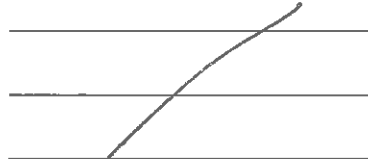
0070995
(Nevada Contractors License #)

Zackary M. Doane
(Name of Officer) is authorized to bid and to enter into this Contract for the above listed firm.

The firm is: (check one)

a corporation a partnership sole proprietorship

Principal Officers:

Name	Title	Signature
<u>Zackary M. Doane</u>	<u>President</u>	
		

Owners Not Listed Above:

<u>N/A</u>		

I Zackary M. Doane (Name of Officer) certify that the above lists includes all officers, owners and financial partners of the above mentioned firm corporate structures to the best of my knowledge.

 President
Signature and Title of Officer

AFFIDAVIT OF NONCOLLUSION

State of Nevada)
County of Douglas) SS

I, Zackary M. Doane (Name of party signing this affidavit and the Proposal Form),
President (title), under penalty of perjury, being duly sworn, depose and

say: That Impact Construction (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Signature [Handwritten Signature]
President
Title

SUBSCRIBED AND SWORN to before me
this 4th day of April, 2017.

[Handwritten Signature]
NOTARY PUBLIC



**CERTIFICATION OF BIDDER, PROPOSED CONTRACTOR OR
SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY OR VOLUNTARY EXCLUSION**

The undersigned bidder, proposed contractor or subcontractor certifies, to the best of his knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in public works contracts by the Nevada Labor Commissioner.
3. Where either the bidder or subcontractor is unable to certify to any of the above statements, the bidder or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Impact Construction

Name of Bidder, Proposed Contractor or Subcontractor

Zackary M. Doane - President

Name and Title of Authorized Representative

ZD

Signature

04-04-17

Date

ZEPHYR WATER QUALITY IMPROVEMENT PROJECT, PHASE 2
ZEPHYR COVE, NEVADA

Nevada Tahoe Conservation District
400 Dorla Ct., PO Box 915
Zephyr Cove, Nevada 89448
(775) 586-1610

The following modifications are hereby made to the Bidding and Contract documents for the above referenced project:

CHANGES TO THE BID DOCUMENTS

ITEM 1: Attached to this document is the document "ADDITIONS TO SOLICITATION DOCUMENTS & SPECIFICATIONS FOR ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2" which shall be considered a part of the bid packet. These additions provided information on the required bonds as well as additional required forms and information on prevailing wages and permits obtained to date.

ITEM 2: In the "Instructions to Bidders," in item number 8, the sentence "Work on USFS Parcel 1318-10-000-002 must be completed by June 2, 2017," should be changed to "Work on USFS Parcel 1318-10-000-002 must be completed by June 15, 2017." Additional US Forest Service permit conditions are available in the Appendix D of the revised Special Technical Provisions attached to this addendum.

ITEM 3: In the "Instructions to Bidders," in item number 8, add the following sentences for the Nevada Department of Transportation right-of-way lane closure requirements "Daytime work and a full single lane closure in US-50 will be allowed up to May 25th. No work will be allowed during holiday weekends and the day before or after on US-50 (May 26th-May 30th). Starting May 31st, night work only will be allowed on US-50. "

ITEM 4: Tree removal of the 15 trees shown on the Plan Sheet C-3 will be performed prior to May 1 by the US Forest Service or a separate NTCDD sub-contractor. 3 of these trees will have the stumps also removed. The special technical provisions and bid schedule shall be modified to eliminate tree removal (bid item 5). A new bid schedule is attached or you may cross out bid item 5 on the existing bid schedule. Trees under 6" diameter breast height and removal of 12 larger tree stumps (from the 15 cut trees) should be considered included in the cost for Clearing and Grubbing.

ITEM 5: Amend section 260.04 to include the phrase: "Temporary irrigation must run from the completion of the project through the first freeze or October 31st, 2017, whichever is sooner. "

ITEM 6: In the Project Plans, detail 3 on page D-2, shall be amended to include the following note:

11. Trench width of pipe OD + 3' is necessary if the trench will be backfilled with granular backfill. If flowable fill (Class A: excavatable slurry cement per NDOT Specification) is used as backfill like the detail shows, then the trench width can be reduced to pipe OD+ 8" (4" on each side).

ITEM 7: Sheet TC-1, attached to this addendum, shall be incorporated into the project plan set as the base traffic control plan and the minimum required by NDOT.

ITEM 8: There will be an optional pre-bid site meeting on Friday, March 24, 2017 at 2 PM. Please park in the southern lot of the Zephyr Cove Resort (where the staging area is shown on the Project Plans).

CLARIFICATION ITEMS

CLARIFICATION ITEM 1: A signed copy of Addendum 1 shall be attached to and submitted with the bid proposal.

ATTACHMENTS

- Additions to Solicitation Documents & Specifications for Zephyr Cove Water Quality Improvement Project, Phase 2
- Revised Bid Schedule
- Traffic Control Plan Sheet TC-1

END OF ADDENDUM

Name of Firm: Impact Construction Date: 03-29-17

By: 

**ADDITIONS TO SOLICITATION DOCUMENTS & SPECIFICATIONS
FOR
ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2
ZEPHYR COVE, DOUGLAS COUNTY, NEVADA**

1. Preferential Bidder Status.....	A-1
2. Preferential Bidder Status Affidavit.....	A-2
3. Bid Bond.....	A-3 to A-4
4. Five Percent List of Responsible Trades.....	A-5
5. Two Hour One Percent List of Responsible Trades.....	A-6
6. Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements.....	A-7
7. Qualification of Bidder Certificate.....	A-8
8. Labor and Material Payment Bond	A-9 to A-10
9. Performance and Completion Bond.....	A-11 to A-12
10. Prevailing Wage Rates	Exhibit C
11. Permits	Exhibit D

FIVE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 5% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding five percent (5%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. <u>All work except: Paving, Erosion Control and Saw Cut</u>	<u>Impact Construction</u> <u>P.O. Box 59</u> <u>Gardnerville, NV 89410</u>	<u>0070995</u>
2. <u>Paving</u>	<u>Qualcon Contractors Inc.</u> <u>1645 Esmeralda Ave.</u> <u>Minden, NV 89423</u>	<u>0024534</u>
3. <u>Erosion Control</u>	<u>Kelley Erosion Control, Inc.</u> <u>2395 B Tampa St.</u> <u>Reno, NV 89512</u>	<u>0027423 B</u> <u>and 0039951 (C-10)</u>
4. <u>Saw Cut</u>	<u>Morgan Construction Inc.</u> <u>P.O. Box 532</u> <u>Sparks, NV 89423</u>	<u>0048012 B</u>
5. _____	_____	_____

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141

TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 1% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding one percent (1%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. <u>All work except: Paving, Erosion Control and Saw Cut</u>	<u>Impact Construction</u> <u>P.O. Box 59</u> <u>Gardnerville, NV 89410</u>	<u>0070995</u>
2. <u>Paving</u>	<u>Qualcon Contractors Inc.</u> <u>1645 Esmeralda Ave.</u> <u>Minden, NV 89423</u>	<u>0024534</u>
3. <u>Erosion Control</u>	<u>Kelley Erosion Control, Inc.</u> <u>2395 B Tampa St.</u> <u>Reno, NV 89512</u>	<u>0027423 B</u> <u>and 0039951(C-10)</u>
4. <u>Saw Cut</u>	<u>Morgan Construction Inc.</u> <u>P.O. Box 532</u> <u>Sparks, NV 89423</u>	<u>0048012 B</u>
5. _____	_____	_____

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141.

Nevada Tahoe Conservation District, FAX (775) 586-1612

**CERTIFICATION OF BIDDER REGARDING PENALTIES FOR
NONCOMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS**

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on public works shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him;
 - b) Is not reported accurately to the public body awarding the contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner.

Impact Construction
Name of Bidder

Zackary M. Doane - President
Name and Title of Authorized Representative


Signature

04-04-17
Date

QUALIFICATION OF BIDDER CERTIFICATE

The undersigned bidder, proposed contractor or subcontractor certifies, that they are qualified to do the Zephyr Cove Water Quality Improvement Project, Phase 2 as described in Section 102 CONTRACTOR QUALIFICATIONS of the Special Technical Provisions and submitted all qualification as stated in 102.01 Description together with the bid document.

Contractor Qualifications Impact Construction performed the work on the
NTCD - Cave Rock Estates GID Stormwater System in August,
2014 and completed in October 2014 for a contract amount
of \$99,231.00 - Meghan Kelly - Agency contact. We also
completed Phase 2 in June 2016 - contract amount \$49,120.00.
Impact Construction has performed numerous jobs at Lake
Tahoe for the State Parks Dept. - Joe Cyphers, Engineer
① Cave Rock Sidewalk & Curb - commenced June 2016 - completed
October 2016 - contract amount \$455,264.00
② Sand Harbor upgrades commenced June 2012 - completed July 2012
Contract amount \$179,759.00

Impact Construction
Name of Bidder, Proposed Contractor or Subcontractor

Zack Doane - President
Name and Title of Authorized Representative


Signature

04-04-17
Date

Exhibit C

2016/2017 PREVAILING WAGE RATES For DOUGLAS COUNTY

**Shall be
Obtained at**

[http://labor.nv.gov/uploadedFiles/labornvgov/content/PrevailingWage/DOUGLAS\(2\).pdf](http://labor.nv.gov/uploadedFiles/labornvgov/content/PrevailingWage/DOUGLAS(2).pdf)

By Contractor for utilization

Hard copies or questions call the Nevada Labor Commission @ 775-687-6409

DATE OF DETERMINATION: October 1, 2016

**APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED OCTOBER 1, 2016
THROUGH SEPTEMBER 30, 2017***

***Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."**

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.

Exhibit D

Permits

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR
SPECIAL USE AUTHORIZATION TOI102101
Amendment number: 2**

CONDITIONS

CONDITION #1: Final construction and revegetation plans for the project area and temporary staging/access areas must be submitted and approved by the Forest Service prior to construction commencement.

CONDITION #2: Information on each tree to be removed (dbh, species, location) must be submitted and approved. A tree removal permit must be issued before trees can be removed.

CONDITION #3: All trees in the construction area that are not to be removed must be protected with wood board tree protection. Roots must be avoided when possible.

CONDITION #4: Dark-colored concrete and indigenous rock in a variety of sizes must be used in the construction of the headwalls, channels and basins.

CONDITION #5: The edges of the basins and channels must be undulating to minimize the linear character of these features.

CONDITION #6: Metal used in construction must be treated to reduce reflective or glare-producing impacts.

CONDITION #7: Construction cannot take place between June 15 and Labor Day.

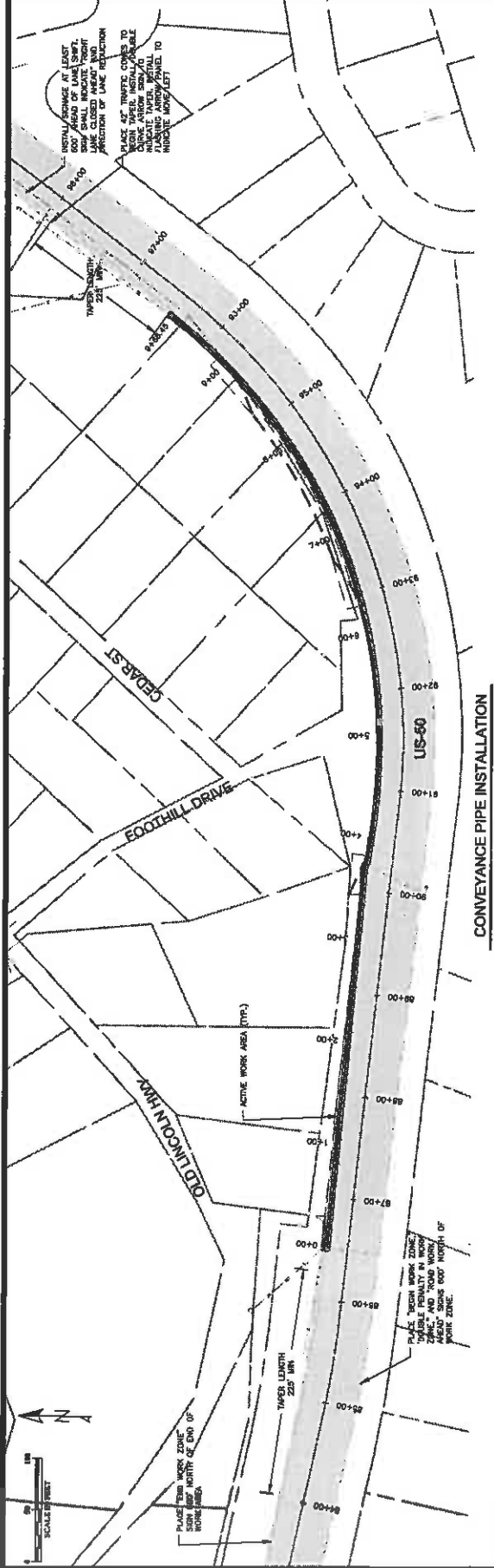


TRAFFIC CONTROL PLAN
ZEPHYR COVER WATER QUALITY
IMPROVEMENT PROJECT, PHASE 2

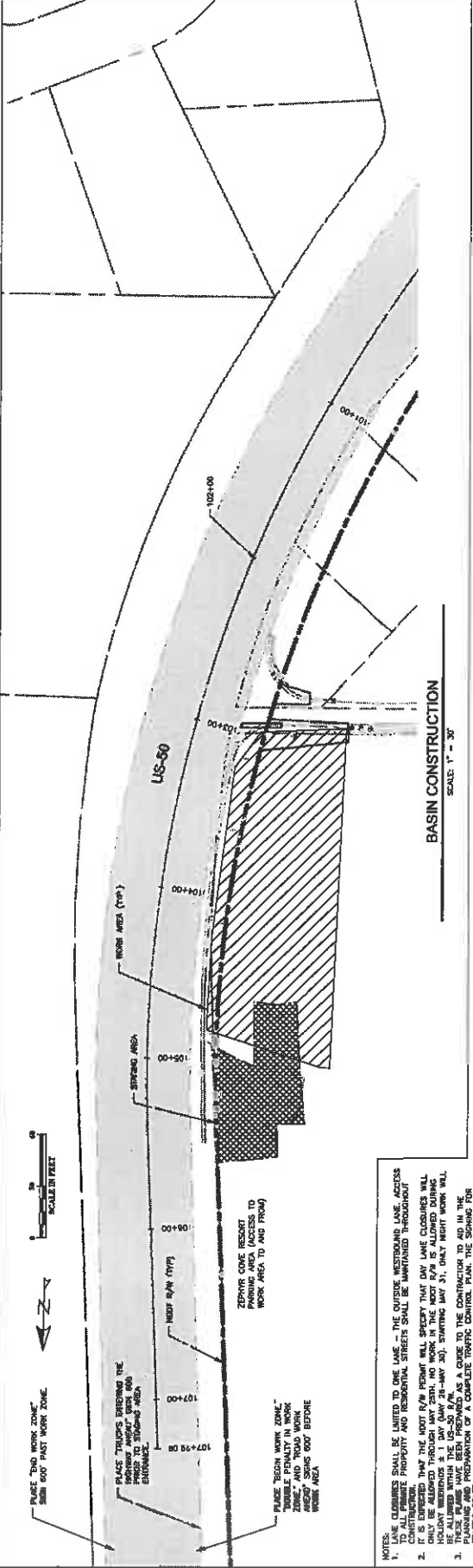
BAR IS ONE INCH ON ORIGINAL DRAWING. ALL DIMENSIONS ARE TO BE SHOWN ON REDUCED PLOTS.

DESIGNED/WR/WRH	DATE
CHECKED/WRH	3/2017
PROJECT	ZC WWP
AS SHOWN	

SHEET TC-1
1 OF 1



CONVEYANCE PIPE INSTALLATION
SCALE: 1" = 50'



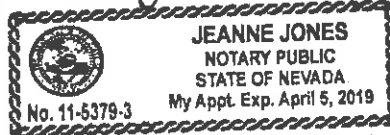
BASIN CONSTRUCTION
SCALE: 1" = 30'

- NOTES:
1. ALL CLOSURES SHALL BE LIMITED TO ONE LANE - THE OUTSIDE WESTERNS LANE ACCESS TO ALL PRIVATE PROPERTY AND RESIDENTIAL STREETS SHALL BE MAINTAINED THROUGHOUT.
 2. IT IS UNDERSTOOD THAT THE ROOT R/W FRONT WILL BE OPEN THAT DAY LANE CLOSURES WILL ONLY BE ALLOWED THROUGH MAY 28TH, AND WORK IN THE ROOT R/W IS ALLOWED DURING HOLIDAY WEEKENDS 31 MAY (MAY 28 - MAY 30), STARTING MAY 31, ONLY NIGHT WORK WILL BE ALLOWED.
 3. TRAFFIC CONTROL PLANS HAVE BEEN PREPARED AS A GUIDE TO THE CONTRACTOR TO AD IN THE PROPOSED TO IMPLEMENT THE CONTRACTOR'S TRAFFIC CONTROL PLAN SHALL INCLUDE DETAIL TRAFFIC CONTROL SIGNAGE TO BE PLACED AT ALL WORK ZONES AND ALL CLOSURES INCLUDING BARRIERS, LANE CLOSURES, AND SIGNS AS WELL AS CALIBRATING TRAFFIC PATTERNS INCLUDING BARRIERS, LANE CLOSURES, AND SIGNS AS WELL AS CALIBRATING TRAFFIC PATTERNS.
 4. ADVANCE SIGNING BETWEEN DEVICES SUCH AS TRAFFIC CONES AND TRAFFIC DRUMS SHALL BE CONSTRUCTION.
 5. ADVANCE SIGNING BETWEEN DEVICES AND TRAFFIC DRUMS MAY BE MONITORED IF THE CONTRACTOR PROVIDES A TRAFFIC CONTROL PLAN FOR THE PROJECT AND SIGNAGE FOR TRAFFIC CONTROL.
 6. TRUCKS TRUCKS ENTERING FROM THE PROJECT AND STOPS AREA.

BID BOND (continued)

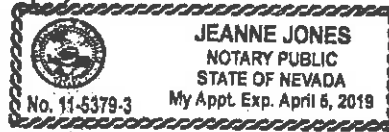
On this 30th day of March, 2017, personally appeared before me, a Notary Public,
Zackary M. Doane, who acknowledged to me that he/she was the Principal
authorized to sign the foregoing Bid Bond.

Jeanne Jones
NOTARY PUBLIC



On this 30th day of March, 2017, personally appeared before me, a Notary Public,
Janie Ferguson, who acknowledged to me that he/she was the Surety authorized
to sign the foregoing Bid Bond.

Jeanne Jones
NOTARY PUBLIC



Surety's Licensed Nevada Agent:

Ferguson Leavitt Insurance Agency, Inc.
Company Name

1662 Highway 395 #101, Minden, NV 89423

Address 775-782-5489

Telephone

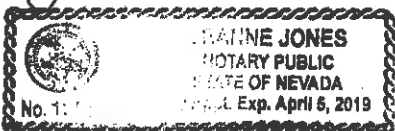
By: _____
(Note: Signature to be Notarized)

Type: Resident Agent

Bond No. 364879

Subscribed and sworn to before me this 30th day of March, 2017.

Jeanne Jones
Notary Public





**THIS RIDER MODIFIES COVERAGE TERMS IN THE BOND TO WHICH IT IS
ATTACHED**

To obtain information, make a complaint or assert a claim, or if you have a dispute concerning your premium, you should call the Surety's toll free telephone number for information at: (866) 732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

Terrorism Risk Exclusions

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, acts of terrorism, riot, civil insurrection, acts of war or armed hostilities or other national or international calamity, directly or indirectly frustrating performance of, or directly or indirectly causing any loss or damage under, the Construction Contract for which this Bond was issued.

Warranty Time Limitation

Notwithstanding anything to the contrary in the Bond or bonded contract, in no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty-five (25) months after the date on which Principal has substantially completed the work under such contract.

**Exclusion of Liability for
Mold & Environmental Hazards**

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the Surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

**Important Notice Regarding
Calculation of Premium**

Adjustments to the contract price entitle the Surety to adjust premium charged. Adjustments in premium charged reflect the adjustment in risk to Surety, not a change in the bond amount. Notwithstanding anything to the contrary in the Construction Contract and Bond, adjustments to the contract price or the premium charged shall not change the bond amount.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Janie Ferguson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

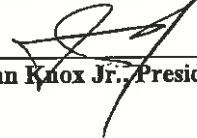
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

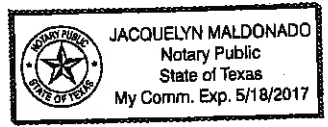
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President



State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 30th day of March, 2017, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

BID PROPOSAL

NEVADA TAHOE CONSERVATION DISTRICT
400 Dorla Court
Zephyr Cove, Nevada 89448

Gentlemen:

I (we) hereby submit my (our) proposal for the **“ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2”**.

In compliance with your published Notice to Contractors, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications, including the Special Technical Provisions and the Standard Specifications for Public Works; therefore, together with addenda numbered 1 through 1 , and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the Nevada Tahoe Conservation District (NTCD) to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the 100% Design Plans, Special Technical Provisions, Specifications, and contract documents prepared therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with NTCD to furnish and perform all of the described work, including subsidiary obligations as defined in said contract documents and specifications and to complete the work in the manner and within the time limits set forth in the Contract Documents.

The bidder understands that the following quantities are approximate, only being given as a basis for the comparison of Proposals; and that NTCD does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work as may be deemed necessary or advisable by the Engineer.

ZEPHYR WATER QUALITY IMPROVEMENT PROJECT, PHASE 2
ZEPHYR COVE, NEVADA

Nevada Tahoe Conservation District
400 Dorla Ct., PO Box 915
Zephyr Cove, Nevada 89448
(775) 586-1610

The following modifications are hereby made to the Bidding and Contract documents for the above referenced project:

CHANGES TO THE BID DOCUMENTS

ITEM 1: Attached to this document is the document "ADDITIONS TO SOLICITATION DOCUMENTS & SPECIFICATIONS FOR ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2" which shall be considered a part of the bid packet. These additions provided information on the required bonds as well as additional required forms and information on prevailing wages and permits obtained to date.

ITEM 2: In the "Instructions to Bidders," in item number 8, the sentence "Work on USFS Parcel 1318-10-000-002 must be completed by June 2, 2017," should be changed to "Work on USFS Parcel 1318-10-000-002 must be completed by June 15, 2017." Additional US Forest Service permit conditions are available in the Appendix D of the revised Special Technical Provisions attached to this addendum.

ITEM 3: In the "Instructions to Bidders," in item number 8, add the following sentences for the Nevada Department of Transportation right-of-way lane closure requirements "Daytime work and a full single lane closure in US-50 will be allowed up to May 25th. No work will be allowed during holiday weekends and the day before or after on US-50 (May 26th-May 30th). Starting May 31st, night work only will be allowed on US-50. "

ITEM 4: Tree removal of the 15 trees shown on the Plan Sheet C-3 will be performed prior to May 1 by the US Forest Service or a separate NTCD sub-contractor. 3 of these trees will have the stumps also removed. The special technical provisions and bid schedule shall be modified to eliminate tree removal (bid item 5). A new bid schedule is attached or you may cross out bid item 5 on the existing bid schedule. Trees under 6" diameter breast height and removal of 12 larger tree stumps (from the 15 cut trees) should be considered included in the cost for Clearing and Grubbing.

ITEM 5: Amend section 260.04 to include the phrase: "Temporary irrigation must run from the completion of the project through the first freeze or October 31st, 2017, whichever is sooner. "

ITEM 6: In the Project Plans, detail 3 on page D-2, shall be amended to include the following note:

11. Trench width of pipe OD + 3' is necessary if the trench will be backfilled with granular backfill. If flowable fill (Class A: excavatable slurry cement per NDOT Specification) is used as backfill like the detail shows, then the trench width can be reduced to pipe OD+ 8" (4" on each side).

ITEM 7: Sheet TC-1, attached to this addendum, shall be incorporated into the project plan set as the base traffic control plan and the minimum required by NDOT.

ITEM 8: There will be an optional pre-bid site meeting on Friday, March 24, 2017 at 2 PM. Please park in the southern lot of the Zephyr Cove Resort (where the staging area is shown on the Project Plans).

CLARIFICATION ITEMS

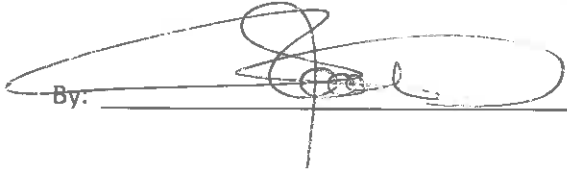
CLARIFICATION ITEM 1: A signed copy of Addendum 1 shall be attached to and submitted with the bid proposal.

ATTACHMENTS

- Additions to Solicitation Documents & Specifications for Zephyr Cove Water Quality Improvement Project, Phase 2
- Revised Bid Schedule
- Traffic Control Plan Sheet TC-1

END OF ADDENDUM

Name of Firm: BURDICK EXCAVATING CO LLC Date: 4/4/17

By:  _____

BID SCHEDULE

ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2

BASE BID: Zephyr Cove Water Quality Improvement Project, Phase 2 construction per bid items. All items not covered by in the Plans, Special Provisions, and Special Technical Provisions but are necessary for completion of the project are incidentals to the listed Bid Items.

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$ 56,357.	\$ 56,357.
2	Staging and Storage	LS	1	\$ 9150.	\$ 9150.
3	Temporary Erosion Control	LS	1	\$ 11,655.	\$ 11,655.
4	Traffic Control	LS	1	\$ 61,650.	\$ 61,650.
5	Tree Removal	EA	15	\$	\$
6	Clearing and Grubbing	LS	1	\$ 7200	\$ 7200.
7	Remove Existing Improvements	LS	1	\$ 6325	\$ 6325
8	Protect or Replace Existing Trench Drains	LF	101	\$ 383	\$ 38683.
9	14" HDPE Storm Drain Pipe	LF	962	\$ 246	\$ 236,652.
10	NDOT Type 1 Modified Manholes	EA	2	\$ 7225	\$ 14450.
11	Drainage Inlet Weir Retrofit	EA	1	\$ 1500	\$ 1500
12	Basin Earthwork	LS	1	\$ 31500	\$ 31500
13	Rock Dissapator	EA	1	\$ 2185.	\$ 2185.
14	Basin Outlet Structure with 18" CMP	EA	1	\$ 6800	\$ 6800
15	18" HDPE Storm Drain Pipe	LF	23	\$ 159.	\$ 3657.
16	Church Street Manhole	EA	1	\$ 9845.	\$ 9845.
17	Flat Top Rock Channel Repair	SF	275	\$ 1548	\$ 4257.
18	Repair Eroded Sand Channels	SF	200	\$ 9.00	\$ 1800.
19	Rock Bowl & Rock Lined Channel Repair	SF	120	\$ 25.00	\$ 3000.
20	Vertical Curb	LF	14	\$ 181.	\$ 2534.
21	Paver Repair	LS	1	\$ 6050.	\$ 6050.
22	Install Split Rail Fence	LF	250	\$ 36.00	\$ 9000.
23	Install or Repair Wooden Fence	LF	130	\$ 125.	\$ 16250.
24	Revegetation	SF	10,000	\$ 2.45	\$ 24,500.

BASE BID TOTAL (in numerals) \$ 565,000⁰⁰

BASE BID TOTAL (in words) Five hundred sixty-five thousand dollars and no cents.

BID SUMMARY

ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2

TOTAL BASE BID: \$ 565,000.⁰⁰

The unit prices above shall be the basis of determining the amount paid for the completed project including any increased or decreased quantities authorized by the Engineer.

If the undersigned be notified of the acceptance of his proposal, he agrees to execute the Agreement within ten (10) calendar days for the work covered in his proposal for the above stated prices as full compensation for furnishing all materials and labor, and doing all of the work, in strict accordance with the contract documents, to the satisfaction of the Engineer.

The undersigned further agrees to commence the work within the time stated in the Notice to Proceed and to complete the work specified within the time stated in the Agreement.

The undersigned states that he has a thorough understanding of the conditions embodied in the contract documents and specifications.

Name of Firm BURDICK EXCAVATING CO INC.

By 

Address PO BOX 22330

Carson City, NV 89721

Phone 775-297-4566

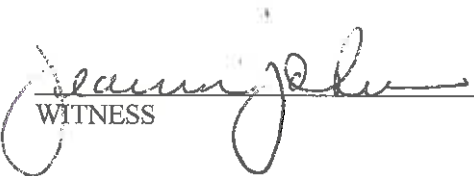
Fax 775-0974

Email rkellogg@burdickexc.com

Nevada Contractor's License

No. 0022629 & 0022629A

Date 4/4/17


WITNESS

GENERAL CONTRACTOR

BURDICK EXCAVATING CO INC.

(Firm Name)

0022629

(Nevada Contractors License #)


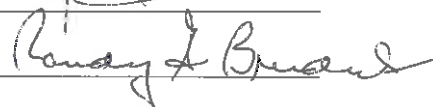
Linda Burdick

(Name of Officer) is authorized to bid and to enter into this Contract for the above listed firm.

The firm is: (check one)

a corporation a partnership sole proprietorship

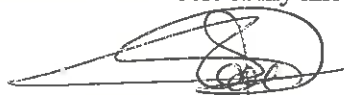

Principal Officers:

Name	Title	Signature
<u>Linda Burdick</u>	<u>President</u>	
<u>Randy Burdick</u>	<u>Sec/Treasurer</u>	
_____	_____	_____
_____	_____	_____

Owners Not Listed Above:

<u>none</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I Linda Burdick (Name of Officer) certify that the above lists includes all officers, owners and financial partners of the above mentioned firm corporate structures to the best of my knowledge.

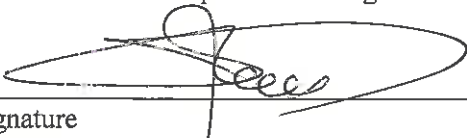
 
Signature and Title of Officer

AFFIDAVIT OF NONCOLLUSION

State of Nevada)
County of Douglas) SS

I, Linda Burdick (Name of party signing this affidavit and the Proposal Form),
President (title), under penalty of perjury, being duly sworn, depose and

say: That Burdick Excavating Co Inc. (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

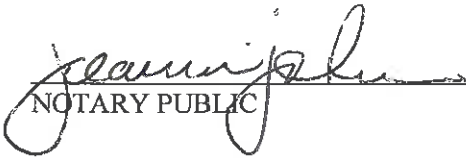


Signature

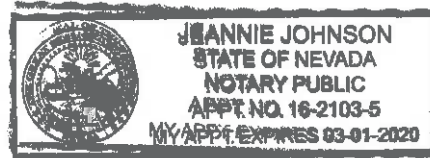
President

Title

SUBSCRIBED AND SWORN to before me
this 4th day of April, 2017.



NOTARY PUBLIC



**CERTIFICATION OF BIDDER, PROPOSED CONTRACTOR OR
SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY OR VOLUNTARY EXCLUSION**

The undersigned bidder, proposed contractor or subcontractor certifies, to the best of his knowledge and belief, that:

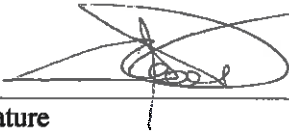
1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in public works contracts by the Nevada Labor Commissioner.
3. Where either the bidder or subcontractor is unable to certify to any of the above statements, the bidder or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Burdick Excavating Co Inc.

Name of Bidder, Proposed Contractor or Subcontractor

Linda Burdick

Name and Title of Authorized Representative



Signature

4/4/17

Date

**ADDITIONS TO SOLICITATION DOCUMENTS & SPECIFICATIONS
FOR
ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2
ZEPHYR COVE, DOUGLAS COUNTY, NEVADA**

1. Preferential Bidder Status.....	A-1
2. Preferential Bidder Status Affidavit.....	A-2
3. Bid Bond.....	A-3 to A-4
4. Five Percent List of Responsible Trades.....	A-5
5. Two Hour One Percent List of Responsible Trades.....	A-6
6. Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements.....	A-7
7. Qualification of Bidder Certificate.....	A-8
8. Labor and Material Payment Bond.....	A-9 to A-10
9. Performance and Completion Bond.....	A-11 to A-12
10. Prevailing Wage Rates	Exhibit C
11. Permits	Exhibit D

PREFERENTIAL BIDDER STATUS

NRS 338.147 and NRS 338.1389 provides that a contractor who has been found to be a responsible contractor and who provides proof to, and receives an Interim Certificate of Eligibility from, the Nevada State Contractor's Board that certifies the payment of:

- (1) The sales and use taxes imposed pursuant to Chapter 372, 374 and 377 of NRS on materials used for construction in the State of Nevada of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of his bid;
- (2) The motor vehicle privilege tax imposed pursuant to Chapter 371 of NRS on the vehicles used in the operation of the general contractor's business in the State of Nevada of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of his bid; or
- (3) Any combination of such sales and use taxes and motor vehicle privilege tax, or
- (4) Acquired, by inheritance, gift, or transfer through a stock option plan for employees, all the assets and liabilities of a viable, operating construction firm that possesses a:
 - a) License as a general contractor pursuant to the provisions of Chapter 624 of the NRS; and
 - b) Interim Certificate of Eligibility to receive a preference in bidding on public works

shall be deemed to have submitted a better bid than a competing contractor who has been certified to have made payment of those taxes if the amount of his bid is not more than 5% higher than the amount bid by the competing contractor.

Contractors who desire to claim this preference, must submit to NTCD with the bid, a copy of a valid Nevada State Contractor's Board Interim Certificate of Eligibility and the Preferential Bidder Status Affidavit provided on the following page.

PREFERENTIAL BIDDER STATUS
AFFIDAVIT

I, Linda Burdick, on behalf of the Prime Contractor, Burdick Excavating Co Inc., swear and affirm that in order to be in compliance with NRS 338 and be eligible to receive a preference in bidding on **ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT, PHASE 2, ZEPHYR COVE, DOUGLAS COUNTY, NEVADA**, 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 Burdick Excavating Co, Inc. recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the Awarding Body to damages. In addition the Contractor may lose its certification for a preference in bidding for 5 years and/or its ability to bid on any contracts for public works for one year pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all of the non-apportioned vehicles primarily used on this project are registered in Nevada;
3. The Contractor shall ensure at least 25 percent of the materials used on this project are purchased in Nevada and;
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

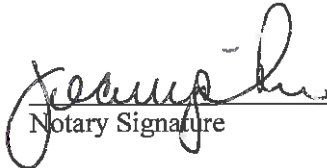
By: Linda Burdick

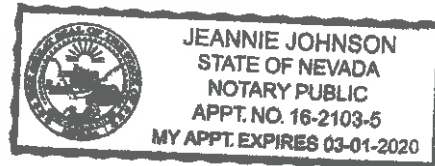
Title: President

Signature: 

Date: 4/4/17

Signed and sworn to (or affirmed) before me on this 4th day of April, 2017,
by Linda Burdick (name of person making statement).

 STAMP AND SEAL
Notary Signature



BID BOND (continued)

On this _____ day of _____, 2017, personally appeared before me, a Notary Public,
_____, who acknowledged to me that he/she was the Principal
authorized to sign the foregoing Bid Bond.

NOTARY PUBLIC

SEE ATTACHED

On this _____ day of _____, 2017, personally appeared before me, a Notary Public,
_____, who acknowledged to me that he/she was the Surety authorized
to sign the foregoing Bid Bond.

NOTARY PUBLIC

Surety's Licensed Nevada Agent:

Warren G. Bender Co. / License #1010
Company Name
516 Gibson Drive, Suite 240, Roseville, CA 95678

Address
916-380-5341
Telephone

By: 
(Note: Signature to be Notarized)

Type: Jana Belle Pilgard, Agent / License #748554

Bond No. N/A

Subscribed and sworn to before me this _____ day of **SEE ATTACHED**, 2017.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

Subscribed and sworn to (or affirmed) before me on this 30th
day of March, 2017, by Jana Belle Pilgard

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Kathy Rangel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On March 30, 2017 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

personally appeared Jana B. Pilgard
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 Kathy Rangel (Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7634272

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dona Lisa Buschmann; Edward D. Johnson; J. Buschmann; Jana B. Pilgard; Julie A. Shiroma; Karina Palmer; Kathy Rangel; Robert D. Laux; Stephen D. Bender

all of the city of Sacramento, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5 Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of March, 20 17



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

FIVE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 5% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding five percent (5%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. <u>ALL WORK NOT LISTED BY SUBS</u>	<u>BUEBICK EXCAVATING</u> <u>PO Box 22330</u> <u>CARSON CITY NV 89721</u>	<u>022629</u>
2. <u>Advanced Asphalt Ac/Paving</u>	<u>Advanced Asphalt</u> <u>PO Box 2602</u> <u>Truckee, CA 96160</u>	<u>NV #0035835A</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141

TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 1% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding one percent (1%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. <u>All work not used by subs</u>	<u>BURDICK EXCAVATING CO</u> <u>PO Box 22330</u> <u>CARSON CITY, NV</u>	<u>022629</u> <u>89721</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141.

Nevada Tahoe Conservation District, FAX (775) 586-1612

**CERTIFICATION OF BIDDER REGARDING PENALTIES FOR
NONCOMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS**

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on public works shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him;
 - b) Is not reported accurately to the public body awarding the contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner.

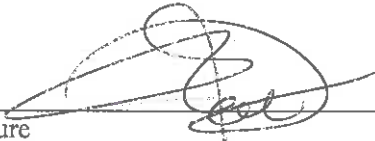
BURDICK EXCAVATING CO INC.

Name of Bidder

Linda Burdick, President

Name and Title of Authorized Representative

Signature



Date

4/4/17

QUALIFICATION OF BIDDER CERTIFICATE

The undersigned bidder, proposed contractor or subcontractor certifies, that they are qualified to do the Zephyr Cove Water Quality Improvement Project, Phase 2 as described in Section 102 CONTRACTOR QUALIFICATIONS of the Special Technical Provisions and submitted all qualification as stated in 102.01 Description together with the bid document.

Contractor Qualifications _____

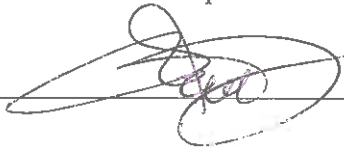
Please see attached job resume for Burdick Excavating Co. All projects were bid and performed by Linda and Randy Burdick, since 1983.

BURDICK EXCAVATING CO INC.

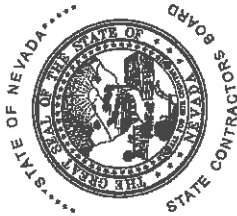
Name of Bidder, Proposed Contractor or Subcontractor

Linda Burdick, Pres

Name and Title of Authorized Representative

Signature  _____

4/4/17
Date



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-00-03-28-0117

BURDICK EXCAVATING COMPANY, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0022629 ORIGINAL ISSUE DATE: 01/22/1985 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-7-EXCAVATING AND GRADING; A-12-EXCAVATING GRADING TRENCHING & SURFACING; A-15-SEWERS, DRAINS & PIPES; A-16-PAVING STREETS, DRIVEWAYS & PARKING LOTS; A-19-PIPELINE & CONDUITS LIMITED TO WATER LINES ONLY

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 FEBRUARY 1, 2017 AND EXPIRES ON JANUARY 31, 2018, UNLESS REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 1/23/2017
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.

BURDICK EXCAVATING CO. INC.
P.O. Box 22330
Carson City, NV 89721
775.297.4566
NV #0022629 – CA #476659

Company Resume
2005 – 2016

RANCHO SAN RAFAEL IRRIGATION RECONSTRUCTION PROJECT PHASE 2

Owner: Washoe County
Community Services Department - Water Resources
1001 East Ninth Street
Reno, NV 89512

Contact Person: Alan Jones
Project Manager
ajones@washoecounty.us

Project Design: Brian Martinezmoles
Wood Rodgers Inc.
5440 Reno Corporate Dr.
Reno, NV 89511
bmartinezmoles@woodrodgers.com

Contract Amount: \$1,200,315.00

Projected Completion Date: February 2017

Description of Work: BMP's, installation of approximately 3,200 LF of 8" main, 1,130 LF of 4" main, 38,000 LF of laterals, 407 each 8005 series heads, 246 each 5000 series heads, 31 each Van 151804 heads, Rainbird two-wire controller and decoder, all associates appurtenances, revegetation.

REPLACEMENT OF COMFORT STATION
#1, #3, #7, #8

Owner: Department of Conservation & Natural Recourse
Nevada Division of State Parks
901 S. Stewart Street
Carson City, NV 89701

Contact Person: Marc LePire
Project Manager
mlepire@parks.nv.gov

Project Design: Joe Cyphers
901 S. Stewart Street
Carson City, NV 89701

Contract Amount: \$2,037,276.00
Projected Completion Date: May 2017
Description of Work: BMP's , demolish (5) comfort stations, (some stations contained hazardous material), grade pads, form and pour footings, bring utilities to structures, install new transformers, remove and replace concrete sidewalks, place pre-fabricated comfort stations, install iron fencing, revegetation.

ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT PHASE 1

Owner: Nevada Tahoe Conservation District
400 Dorla Court
Zephyr Cove, NV 89448
Contact Person: Meghan Kelly
Project Manager
mkelly@ntcd.org
Project Design: Meghan Kelly
400 Dorla Court
Zephyr Cove, NV 89448
Contract Amount: \$128,072.54
Completion Date: November 1, 2016
Description of Work: BMP's, restoration of beachfront drainage facilities, curb and gutter, granite rock landings, AC Paving.

BURKE CREEK HWY 50 CROSSING & REALIGNMENT PROJECT – PHASE 1

Owner: Nevada Tahoe Conservation District
400 Dorla Court
Zephyr Cove, NV 89448
Contact Person: Meghan Kelly
Project Manager
mkelly@ntcd.org
Project Design: Meghan Kelly
400 Dorla Court
Zephyr Cove, NV 89448
Contract Amount: \$944,385.11
Completion Date: October 31, 2016

Description of Work: BMP's, realignment of existing Burke Creek, drainage upgrades, utility re-locates and culvert crossing on Hwy 50, Stateline, NV, rock outfall, headwall, curb and gutter, revegetation, paving.

2016 WATERMAIN REPLACEMENT & FIRE FLOW ENHANCEMENT PROJECT

Owner: Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451

Contact Person: Michel Lefrancois
Project Engineer
mtl@ivgid.org

Project Design: Michel Lefrancois
1220 Sweetwater Road
Incline Village, NV 89451
mtl@ivgid.org

Contract Amount: \$741,431.12

Completion Date: October 31, 2016

Description of Work: BMP's, upgrade of water mains and lateral facilities, paving, revegetation.

COMMUNITY PLAY FIELDS EXPANSION PROJECT PHASE 1

Owner: City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Contact Person: Chuck Taylor
Project Engineer
ctaylor@cityofslt.us

Project Design: Chuck Taylor
1052 Tata Lane
South Lake Tahoe, CA 96150
ctaylor@cityofslt.us

Contract Amount: \$391,556.84

Completion Date: August 18, 2016

Description of Work: BMP's, Tree removal, (178 ea.), mass grading for (2) soccer fields, application of amendments, installation of paver sidewalks, curb/gutter, QSP responsibilities.

2015 INCLINE CREEK RESTORATION SR 28 CULVERT OUTFALL

Owner: Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451

Contact Person: Charley Miller
Project Manager
charley_miller@ivgid.org

Project Design: Charley Miller
1220 Sweetwater Road
Incline Village, NV 89451
charley_miller@ivgid.org

Contract Amount: \$528,061.00

Completion Date: October 15, 2015

Description of Work: Restoration of Incline Creek that feeds into Lake Tahoe. Work included clear and grub, creek bypass, rock falls, rock slope protection, concrete lining within RT 28 NDOT crossing, revegetation, planting and irrigation, all appropriate BMP's.

LOWER CHIPMUNK AND OUTFALL WATER QUALITY IMPROVEMENT PROJECT

Owner: County of Placer, Dept. of Engineering
PO Box 336
Kings Beach, CA. 96150

Contact Person: Dan LaPlante
Project Manager
dlaplant@placer.ca.gov

Project Design: Cardno
295 Highway 50, Suite 1
Zephyr Cove, NV
stephenpeck@cardno.com

Contract Amount: \$1,766,634 (estimated)

Anticipated Completion Date: October 30, 2015

Description of Work: Restoration of outfall into Lake Tahoe, with accompanying drainage improvements including 'Jellyfish', large sediment tanks to purify drainage, manholes. Replace utilities in conflict with the 36" drainage we installed, tree removal, pervious concrete, Water Pollution Control including QSP

responsibilities, BMPs, rock work, base and paving, stamped concrete, concrete pavers, curb and gutter.

SIERRA TRACT PHASE 3 & 4 EROSION CONTROL PROJECT

Owner: City of South Lake Tahoe
Dept. of Public Works
1052 Tata Lane
SLT, CA 96150

Contact Person: Stan Hill
Project Manager
shill@cityofslt.us

Project Design: CDM Smith
12313 Soaring Way, STE 2-D
Truckee, CA 96161
[Stephan Schusterschustersl@cdmsmith.com](mailto:Stephan_Schusterschustersl@cdmsmith.com)

Contract Amount: \$4,375,436.00

Contract Completion Date: August 2016

Description of Work: Tree removal, storm drain improvements, concrete curb & gutter, adjust utilities to grade, earthwork, concrete structures, paving, striping, landscaping, BMP's, re-vegetation.

COON CLEAN WATER PIPE PHASE 1

Owner: County of Placer, Dept. of Public Works
2964 Richardson Drive
Auburn, CA 95603

Contact Person: Dan LaPlante
Project Manager
dlaplant@placer.ca.gov

Project Design: Cardno
295 Hwy 50, STE 1
Stateline, NV 89449
Stephen Peck
Stephen.peck@cardno.com

Contract Amount: \$465,186.00

Completion Date: July 2015

Description of Work: Storm water quality improvements including construction of water quality treatment basins, storm drainage pipe and pervious concrete road shoulders.

CENTRAL INCLINE VILLAGE PHASE II WQIP

Owner: Washoe County Community Services
Engineering & Capital Projects Division
1001 E. Ninth Street
Reno, NV 89520

Contact Person: Joaquin Tabbada
Civil Engineer
jtabbada@washoecounty.us

Project Design: Wood Rodgers
5440 Reno Corporate Dr.
Reno, NV 89511

Contract Amount: \$1,717,525.00

Completion Date: June 2015

Description of Work: The project located in Incline Village, NV., consisted of stabilization of existing shoulders, install erosion control blocks, construct Concrete swales, spot re-vegetate disturbed areas, construct storm drain improvements including catch basins, pipes, manholes sediment traps, Infiltrating Chambers/Gallery and adjust existing utilities that were in conflict with storm drain system.

ARCADE CREEK PARK PRESERVE & EXTENSION

Owner: Sunrise Park & Recreation District
7801 Auburn Blvd.
Citrus Heights, CA 95610

Contact Person: Virgil Anderson
Construction Manager
vanderson@sunriseparks.com
Dave Mitchell
General Manager
dmitchell@sunriseparks.com

Project Design: Foothill Associates
Ed Armstrong
Ed.armstrong@foothill.com

Contract Amount: \$2,586,005.74

Completion Date: October 2014

Description of Work: Restoration of Arcade Creek, clear and grub, form and pour bridge abutments and placement of 2 Contech walk bridges. Drainage improvements, electronic gate, aluminum handrail and guardrail, parking lots, concrete monument sign, playground and fitness equipment, zip line, boardwalks, bike trail, rock bank establishment, landscape and irrigation, temporary and permanent erosion control, hydro seeding.

2014 WATERMAIN REPLACEMENT & FIRE FLOW ENHANCEMENT PROJECT

Owner: Incline Village General Improvement District
1220 Sweetwater Rd
Incline Village, NV 89451

Contact Person: Brad Johnson
baj@ivgid.org

Project Design: IVGID
Brad Johnson

Contract Amount \$788,385.27

Completion Date: October 2014

Description of Work: Replacement at 4 locations of 8" water main, gate valves, fire hydrants, air release valves, service laterals, permanent AC paving.

MIDDLE ROSEWOOD CREEK AREA SEZ RESTORATION PROJECT

Owner: Nevada Tahoe Conservation District
400 Dorla Court, Box 915, Zephyr Cove, NV 89448

Contact Person: Meghan Kelly
mkelly@ntcd.org

Contract Amount: \$2,016,664.00

Completion Date: October 2014.
Work completed in 2012, re-vegetate for the 2013-14 season.
Original creek backfilled and vegetated in 2014.

Description of Work: BMPs, clear and grub, excavation of four types of rock-lined channels, traffic control, culvert road crossing, relocation of existing utilities, irrigation, re-vegetation, creation of floodplain.

SNOW CREEK SEZ RESTORATION PROJECT

Owner: County of Placer
P.O. Box 336
Kings Beach, CA. 96143

Contact Person: Kansas McGahan – RE
kmgahan@placer.ca.gov

Project Design: Stefan Shuster, P.E. – CDM Smith
shusterSL@cdmsmith.com

Contract Amount: \$1,626,163.19

Completion Date: June 2014

Description of Work: Re-establishing a creek bed by re-grading approximately 3 acres, building boardwalks for walk paths, RR car bridge. Major drainage improvements, tie-in to existing utilities, curb and gutter, paver sidewalks, re-vegetation, planting and irrigation.

WEST PLUMB LANE 10-INCH MAIN ADDITION, 12-INCH DANIEL WEBSTER SUCTION ADDITION AND MAIN ABANDONMENTS

Owner: Truckee Meadows Water Authority
1355 Capital Blvd, (P.O. Box30013)
Reno, NV 89520

Contact Person: Scott Benedict – Design Engineer
sbenedict@tmwa.com

Project Management: Mike Haliburton
775-834-8030

Contract Amount: \$980,949.07

Completion Date: May 2013

Description of Work: Approximately 4,625 LF of 8', 10" and 12" ductile iron waterline, hot tap, hydrants, ARV, 58 each service laterals, connections to main, drainage improvements, traffic control, AC patching, abandonment of existing waterline with the use of grout.

HOMEWOOD WATER QUALITY IMPROVEMENT PROJECT PHASE 1 & 1A

Owner: Placer County Department of Public Works
Tahoe Engineering Division
P.O. Box 336, Kings Beach, CA. 96143

Contact Person: Kansas McGahan
kmcgahan@placer.ca.gov

Project Management: Nicols Engeering, Anna Henke
ahenke@ncenet.com

Contract Amount: \$1,022,562.50

Completion Date: October 2012

Description of Work: Water pollution control, Drainage improvements including sediment basins, rock-lined channels, rock walls, relocation of existing utility lines, HDPE and RCP drainage pipe, infiltration trenches, geo-block pavers, re-vegetation measures, traffic control, base and paving.

CAVE ROCK WATER SYSTEMS IMPROVEMENT, PHASE 2A

Owner: Douglas County Public Works
1120 Airport Rd., Bldg F-2
Minden, NV 89423

Contact Person: Cathy Poole,(No longer with Douglas County)
Ron Roman
(775) 782-6480

Contract Amount: \$659,629.38

Completion Date: February 2012

Description of Work: Traffic control, BMP's, replacement of water lines, laterals and hydrants, boring across Route 50, installation of baffles in clear well, AC Paving, re-vegetation.

2011 LUCERNE WATER TRANSMISSION MAIN INSTALLATION

Owner: Town of Minden
1604 Esmeralda Drive
Minden, NV 89423

Contact Person: Resource Concepts, Inc.
Tim Russell
tim@rci-nv.com

Contract Amount: \$1,131,067.70
Completion Date: March 2012
Description of Work: Installation of 36", 30", 24" and 12" ductile iron waterline at 4-15 feet depth in wet conditions. Bore across route 395, irrigation planting, curbs/gutters and sidewalks, traffic control, re-vegetation, AC paving

INCLINE VILLAGE CULVERT REPLACEMENT

Owner: Incline Village General Improvement District
1220 Sweetwater Rd
Incline Village, NV 89451
Contact Person: Brad Johnson
brad_johnson@ivgid.org
Project Management: Cardno-Entrix
Charles Miller
charley.miller@cardno.com
Contract Amount: \$823,592.00
Completion Date: November 2011
Description of work: Stream bypass for installation of pre-cast concrete culverts, wing walls, BMP's, traffic control, relocate utilities, AC paving, landscape/irrigation, re-vegetation

GRIZZLY MOUNTAIN WATERLINE REPLACEMENT

Owner: South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150
Contact Person: Jim Hoggatt (now retired)
Replaced by; Shannan Cotulla
(530) 544-6474
Project Management: STPUD
Contract Amount: \$1,375,285.46
Completion Dare: June 2011
Description of work: Installation of waterline, hydrants, services, BMP, AC Paving, Traffic Control, re-vegetation

VAN SICKLE BI-STATE PARK

This was the second and final year of a two year project with Nevada State Parks.

Owner: Nevada Division of State Parks
901 S. Stewart St
Carson City, NV

Contact Person: Mark Davis (2010 representative)
markcdavis@parks.nv.gov

Project Management: Mark Davis

Contract Amount: \$2,479,394.00

Completion Date: September 2010

Description of Work: Clear and Grub, rough grading, water/sewer/drainage, curb and gutter, rock slope protection rock-lined ditches roadway prep with base and paving, parking lots, dam revetment, park furniture and restroom, irrigation and landscaping, planting, re-vegetation, BMPs and traffic control, pervious concrete, forestry gates

INCLINE AND THIRD CREEK RESTORATION-INCLINE WAY CULVERT REPLACEMENT

Owner: Incline Village General Improvement District
Brad Johnson, Sr. Engineer
1220 Sweetwater Road
Incline Village, NV 89451
Email: brad_johnson@IVGID.ORG

Contact Person: Cardno-Entrix
Charles Miller, Design Engineer
(530)542-0201
charley.miller@cardno.com

Contract Amount: \$1,546,860.00

Completion Date: October 2010

Description of Work: By pass of two creeks to place precast spanned culverts, relocate existing water and sewer lines, Traffic control, BMPs, Stream restoration work including spawning pools and falls, rock and log placement, rock slope protection, re-vegetation, AC paving

AL TAHOE EROSION CONTROL PROJECT 1 – Stage 2

Owner: City of S. Lake Tahoe
1052 Tata Lane
S. Lake Tahoe, CA. 96150

Contact Person: Stan Hill
(530) 542-7415
shill@cityofslt.us

Project Management: Mark Frisina, Inspector for Wood Rodgers
(775)745-0807

Contract Amount: \$1,423,738.30

Completion Date: September 2010

Description of Work: Drainage facilities, Traffic Control, Permeable Asphalt Paving, Pervious Concrete, Media Filters, Site Utilities, BMP's, Curb and Gutter, Permeable Pavers, manholes, re-vegetation.

THIRD CREEK RESTORATION PROJECT

Owner: Incline Village General Improvement District
1220 Sweetwater Rd
Incline Village, NV 89451

Contact Person: Brad Johnson
(775) 832-1203
brad_johnson@ivgid.org

Contract Amount: \$833,182.00

Completion Date: September 2009

Description of work: Clear & grub, drainage installation, dewatering, excavation, soil wraps, spawning gravel, cobble, rock placement, log grade controls, pedestrian bridges, 11 types of re-vegetation, irrigation, traffic control, AC paving.

CRYSTAL BAY PHASE 1B & 11A WATER QUALITY IMPROVEMENTS

Owner: Washoe County Dept. of Public Works
1001 East 9th Street
Reno, NV 89520

Contact Person: Kris Kline
(775) 328-2040

Contract Amount: \$653,135.75

Completion Date: July 2009

Description of Work: Drainage improvements, rock slope protection, retaining walls, re-vegetation, erosion control blocks, AC paving

**UPPER TRUCKEE RIVER STREAM ENVIRONMENT ZONE RESTORATION PROJECT –
Middle Reach 3 & 4**

Owner: City of South Lake Tahoe
1052 Tata Lane
S. Lake Tahoe, CA. 96150

Contact Person: Stan Hill (530) 542-6030
shill@cityofslt.us

Design Firm: Cardno-Entrix
1048 Ski Run Blvd
S. Lake Tahoe, CA. 96150

Contact Person: Loren Roach – Project Engineer (530) 307-0466
lroach@manhard.com

Contract Date: July 1, 2008 – This is a three year project.

Contract Amount: \$4,497,904.18

Description of Work: Re-channelization of approximately 4,000 lf of existing river bed for the Upper Truckee River, including a temporary river crossing, erosion control measures of silt fencing, sediment logs, silt curtain, 3,400 lf of 4' x 10' water berm, dewatering treatment, temporary SEZ roads, cut/fill of approx. 45,000 cy, many types of re-vegetation, creation of flood plain, irrigation system of 17 acres for three years, AC paving, planting.

We completed two years of construction this season, but were unable to continue due to limited building season in the Tahoe basin, and the contract requirement for the vegetation in the new channel develop for a stand alone season. We will irrigate during the 2009 season, and then tie-in the new channel to the old in 2010.

TAHOE LAKE ELEMENTARY SCHOOL BMP AND ACCESS PROJECT

Owner: Tahoe Truckee Unified School District
11839 Donner Pass Road
Truckee, CA. 96161

Contact Person: Anna Klovstad (530) 587-6109
aklovstad@ttusd.org

Contract Amount: \$611,663.73

Completion Date: November 2008

Description of Work: Drainage improvements, including OMPI inlets, CMP, energy dissipaters. Adjust utilities, AC parking lot, striping, signage, rock retaining wall, landscaping and irrigation, fencing, sidewalks, curb/gutters.

TAHOE PINES EROSION CONTROL PROJECT

Owner: Placer County Department of Public Works
Tahoe Design Division
10825 Pioneer Trail, Suite 105
Truckee, CA. 96161

Contact Person: Brian Stewart, Sr. Civil Engineer (530)581-6238
bstewart@placer.ca.gov

Contract Amount: \$841,940.00

Completion Date: June 2007

Description of Work: Drainage improvements including curb and gutter, drain inlets, sedimentation cans, rock-lined channels, rock retaining walls, asphalt concrete paving, re-vegetation.

SAWMILL 1A BIKE PATH

Owner: County of El Dorado, Department of Transportation
Tahoe Engineering
924B Emerald Bay Road
S. Lake Tahoe, CA. 86150

Contact Person: Steve Kooyman, Sr. Engineer
(530)573-7900

Contract Amount: \$1,213,710.40

Completion Date: Substantial Completion August 2007

Description of Work: Installation of erosion control measures, clear and grub, drainage improvements, construction of asphalt bike path, 690' of an elevated bike path, rock-lined ditches, rock-bowls, re-vegetation.

SIERRA TRACT EROSION CONTROL PROJECT PHASE 1A

Owner: City of South Lake Tahoe
1052 Tata Lane
S. Lake Tahoe, CA. 96150

Contact Person: Stan Hill
shill@cityofslt.us

Contract Amount: \$1,100,115.00

Completion Date: October 2007

Description of Work: Drainage improvements including 24" and 18" HDPE pipe, drain inlets, manholes, curb and gutter, relocate water/sewer/gas utilities, construction of sedimentation basin, asphalt paving, re-vegetation.

EFFLUENT EXPORT PIPELINE – SEGMENT ONE

Owner: Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89450

Contact Person: Brad Johnson
brad_johnson@ivgid.org

Contract Amount: \$8,087,937.00

Completion Date: June 2006

Description of Work: 12,880 lf of 16" ductile iron, Air Reducing Valves, Blow-offs, 4" HDPE, 1,600 lf of 8" waterline in the southbound lane of State Route 28 from Sand Harbor to Lakeshore Drive in Incline Village, NV. 24 hour traffic control, concrete cap, water service laterals, AC grind and overlay. Extensive rock excavation and removal.

MARTIS VALLEY ROUNDABOUT

Owner: Town of Truckee and 267 Partners
10183 Truckee Airport Road
Truckee, CA. 96161

Contact Person: Todd Landry
(530) 581-7710 or
Robert Burton R.E.
(916)759-0340

Contract Amount: \$1,995,440.30
Completion Date: October 2006
Description of Work: Drainage improvements including curb and gutter, drain inlets, underground utilities, stamped concrete, roundabout, sidewalks, signage, grind and pave, irrigation.

**BLACKWOOD CANYON BRIDGE CONSTRUCTION
AND CHANNEL RESTORATION**

Owner: U.S. Department of Agriculture
631 Coyote Street, Nevada City, CA. 95959
Contact Person: Tom Torres
(530) 543-2696
Contract Amount: \$3,651,497.00
Completion Date: November 2006
Description of Work: Remove and replace bridge, install BMP's, build temporary bypass road over Blackwood Creek, re-build and contour, including fish ladders in Blackwood Creek for approximately 520 lf utilizing 9847 cy of native material and 7,089 tons of rock. Base and pave, re-vegetation.

INTERSTATE 80/STATE ROUTE 89 INTERCHANGE IMPROVEMENTS

Owner: Town of Truckee
10183 Truckee Airport Road
Truckee, CA. 96161
Contact Person: Dan Wilkins
(530) 581-7700
Contract Amount: \$3,636,971.65
Completion Date: December 2005
Description of Work: Construction of the I-80, SR 89 interchanges including an urban dual lane roundabout. Major features among others include the installation of stamped concrete, lighted overhead signs, demolition of existing interchange. Curb and gutter, sidewalk improvements, vegetation and landscaping, asphalt paving, thermoplastic engraved striping, retaining wall installation and drainage improvements, traffic control, BMP's and turbidity reports, rock slope protection on banks under overpass, rock-lined channels.

UPPER HIGHLANDS WATER TANK

Owner: Tahoe City Public Utility District
P.O. Box 5249
Tahoe City, CA. 96145

Contact Person: Jack Beckman (now retired, ask for John or Matt in engineering)
(530) 583-3796

Contract Amount: \$2,726,689.00

Completion Date: December 2005

Description of Work: Construction of a 1.2 MG steel water storage tank, booster pump station and building, 3,200 LF of water distribution piping and appurtenances in rocky conditions, vegetation and erosion control installation and monitoring. Pump house and AC access roads.

LAKE TAHOE PARK EROSION CONTROL PROJECT

Owner: Placer County Department of Public Works
Tahoe Design Division
10825 Pioneer Trail, Suite 105
Truckee, CA. 96161

Contact Person: Brian Stewart, Sr. Civil Engineer
(530) 581-6216
bstewart@placer.ca.gov

Contract Amount: \$3,121,000.00

Completion Date: November 2006

Description of Work: Scope of work included traffic control, clearing and grubbing, site grading, excavating roadside channels and swales, removing existing trees, fences and boulders, relocating signs, saw cutting and removing existing asphalt paving, asphalt paving, constructing concrete headwalls, installing new storm drain piping, constructing rock lined ditches, sediment traps, drainage inlets and manholes, installing detention/infiltration basins, re-vegetation, waterline relocation and other requirements within extreme time constraints, irrigation, planting.

LOYALTON BUSINESS PARK

Owner: Sierra Pacific Industries
Redding, California

Contact Person: Gary Blanc
(530) 378-8149

Contract Amount: \$945,600.00

Completion Date: April 2005

Description of Work: Site preparation for 15-acre Business Park including the installation of all utilities, drainage and parking lot facilities.

END