

MEMORANDUM

TO: Board of Trustees

THROUGH: Brad Underwood, Director of Public Works

FROM: Bree Waters, District Project Manager

SUBJECT: Review, Discuss and Possibly Approve the Award of the Construction Contract for the Wetlands Effluent Disposal Facility Improvements (CIP #2599SS1103) to McCuen Construction (Requesting Staff Member: Director of Public Works Brad Underwood)

**RELATED STRATEGIC
PLAN INITIATIVE(S):**

**LONG RANGE PRINCIPLE #5 – ASSETS AND
INFRASTRUCTURE**

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

**RELATED DISTRICT
POLICIES, PRACTICES,
RESOLUTIONS OR
ORDINANCES**

Board Policy 12.1.0 Multi-year Capital Planning;
13.2.0 Capital Planning Capital Expenditures,
21.1.0 Purchasing Policy for Public Works
Contracts.

DATE: April 12, 2023

I. RECOMMENDATION

The Board of Trustees Make a Motion to:

1. Award the Construction Contract for the Wetlands Effluent Disposal Facility Improvements (CIP #2599SS1103) to McCuen Construction for the Amount of \$200,524.05.
2. Authorize Staff to Execute Change Orders for Additional Work for 10% of the Construction Contract Value in the Amount not to Exceed \$20,000.
3. Authorize Staff to Perform Construction Services and Inspection as Required, not to Exceed \$25,000.
4. Authorize Chair and Secretary to Execute Contracts.

II. BACKGROUND

The Wetlands Effluent Disposal Facility, owned by IVGID, is located in the Carson Valley, Nevada and was built in 1984. General maintenance of the facility

is completed each year, and this larger project was identified as a FY 2021-22 Capital Improvement Project (CIP). Due to the nature of the grading work proposed, the wetlands need to be as dry as possible for the construction equipment to be able to enter the wetland cells. It was anticipated that this work would occur during the fall, which tends to be the driest part of the year.

This Wetlands Effluent Disposal Facility Improvement Project (Project) was bid in Sept. 2021. However, the bids were rejected as the wetlands were too wet and it became unsafe to perform the work that fall because there was an early winter storm just prior to the start of construction. The funds were carried forward and the project scope was increased with additional funds budgeted. The Project Summary Sheet is attached (Attachment A).

The Project consists of grading work to re-establish channels in a few locations that have silted in and become overgrown with vegetation. Also included is grading work to repair the berm between Cells 1A and 1B. Over the years, wave action has damaged this berm, resulting in short-circuiting of the effluent flow. Cell 1A work will also include re-establishing channel flow, building up the existing berm between Cell 1A and Cell 1B, placing and compacting the aggregate base on top of the berm to allow safe vehicle passage once again, and providing rockery rip rap slope stabilization to the south side of the existing berm. The work that was added to the scope was for cells 4A, 4B, 4C and 4D to be cleared, grubbed, reconditioned, and recompacted prior to the addition of aggregate base and rockery rip rap slope stabilization . Also two distribution boxes, (weir gates) that are currently non-operational will be replaced. These modifications will provide a clear path for the effluent to flow through the cells as originally intended. The project plans are attached (Attachment B).

III. BID RESULTS

The District publicly advertised the Project for bidding on March 3, 2023 with a bid submittal due date of March 23, 2023, a 3-week bid period. A mandatory pre-bid conference was held on March 9, 2023 with eight (8) contractors present. The District advertised the work as required by NRS 338, and posted all construction documents on PlanetBids. Contractors, vendors and Plan Rooms on PlanetBids can access all of the District's documents at no cost. The online portal also tracks questions, addenda to the documents (none issued), plan holders and interested vendors.

The District received and opened four (4) bids. The Engineer's Estimate for the project was \$175,000 (no contingency). The bid results are as follows:

| Contractor | Total Bid Amount |
|---------------------|-------------------------|
| McCuen Construction | \$200,524.05 |
| Impact Construction | \$213,780.50 |

| | |
|--------------------|--------------|
| Burdick Excavating | \$248,865.00 |
| Coons Construction | \$260,209.00 |

The lowest responsive bidder is McCuen Construction. The Construction Contract is attached (Attachment C). The District staff reviewed the bid, available project budget, and checked references for the Contractor. Staff recommends awarding the bid to McCuen Construction for a total amount of \$200,524.05. A Notice to Proceed is expected to be issued on or about Sept. 15, 2023 with work expected to take approximately 90 calendar days.

IV. FINANCIAL IMPACT AND BUDGET

The Wetlands Effluent Disposal Facility Improvements (CIP #2599SS1103) is included in the FY 22-23 CIP Budget in the amount of \$273,523. This total includes \$100,000 in new appropriations and \$173,523 in approved carry-forward funding. Of this amount, \$265,563 is remaining to support the contract award as well as remaining project costs (Attachment A). The table below presents the estimated cost of the project:

| Task | Cost |
|--------------------------------------|---------------------|
| Construction by McCuen Construction | \$200,524.05 |
| Construction Contingency (10%) | \$20,000.00 |
| Construction Management & Inspection | \$25,000.00 |
| Total | \$245,524.05 |

A construction contingency is carried to account for any unforeseen conditions. The construction management and inspection will be done by the PW staff.

V. ALTERNATIVES

Not authorize the award of the Contracution Contract to McCuen Construction and defer the Wetlands Effluent Disposal Facility Improvement project.

VI. COMMENTS

None.

VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT

The consistent upkeep and maintenance of existing infrastructure.

VIII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter

237, and does not require a Business Impact Statement.

IX. ATTACHMENTS

1. Attachement A_Project Summary Sheet
2. Attachement B_Project Plan Set
3. Attachement C_Construction Contract

X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The Board of Trustees make a motion to:

1. Award the Construction Contract for the Wetlands Effluent Disposal Facility Improvements (CIP #2599SS1103) to McCuen Construction for the amount of \$200,524.05.
2. Authorize staff to execute change orders for additional work for 10% of the construction contract value in the amount not to exceed \$20,000.
3. Authorize staff to perform construction services and inspection as required, not to exceed \$25,000.
4. Authorize Chair and Secretary to execute contracts.

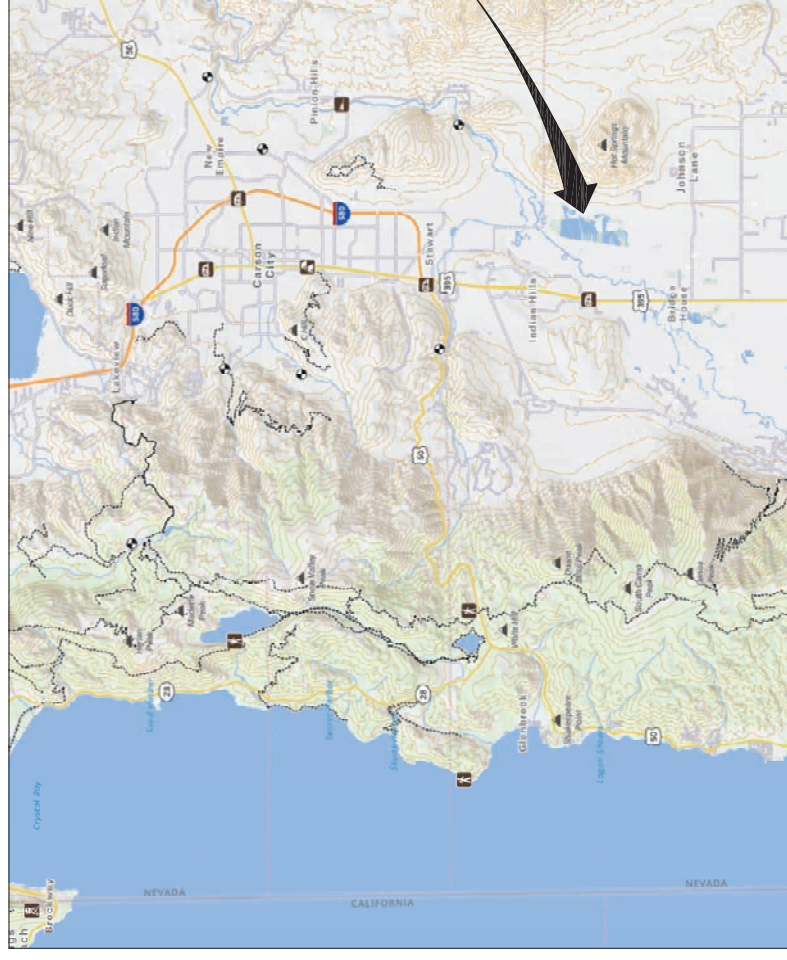


Project Summary

| | |
|-----------------|--|
| ATTACHMENT A | |
| Project Number: | 2599SS1103 |
| Title: | Wetlands Effluent Disposal Facility Improvements |
| Project Type: | E - Capital Maintenance |
| Division: | 99 - General Administration - Sewer |
| Budget Year: | 2023 |
| Finance Option: | |
| Asset Type: | SS - Sewer System |
| Active: | Yes |

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WETLANDS 2023 IMPROVEMENTS PROJECT #2599SS1103

3050 VICKY LANE | MINDEN, NEVADA 89423



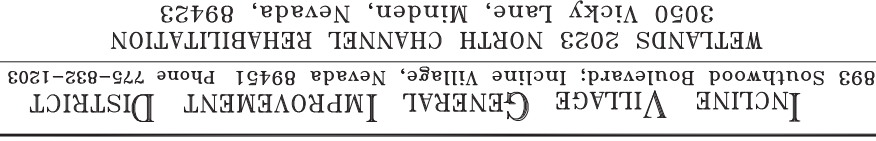
IVGID WETLANDS FACILITY



| REV | DATE | DESCRIPTION | INT |
|-----|------|-------------|-----|
| | | | |
| | | | |
| | | | |
| | | | |

Project No. _____
 DATE: 02/21/2023
 SCALE: AS NOTED
 DRAWN: KSN DESIGN
 APPROVED: _____ DATE: _____

SHEET 1 OF 5



| REV | DATE | DESCRIPTION | INT |
|-----|------|-------------|-----|
| | | | |
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Project No. _____

DATE: 02/21/2023

SCALE: AS NOTED

DRAWN: KSN. DESIGNED: _____

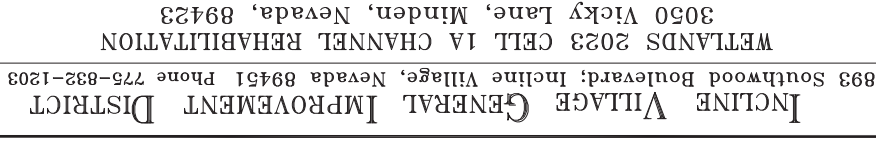
APPROVED: _____ DATE: _____

SHEET 2 OF 5

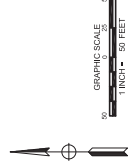
1. RE-ESTABLISH NORTH CHANNEL APPROXIMATELY 500FT LONG AND 12FT WIDE. SPOILS MAY BE PLACED ON EITHER SIDE OF CHANNEL. DO NOT CREATE A CONTINUOUS BERM ON EITHER SIDE.
2. OWNER SHALL FIELD LOCATE FOUR (4) AREAS TO CONSTRUCT CHANNEL OUTLETS UP TO 20FT LONG.
3. CONTRACTOR SHALL REMOVE BERM/DAM FROM DITCH (APPROXIMATELY 20 YARDS OF MATERIAL). SPOILS SHALL BE WASTED ON-SITE PER OWNER DIRECTION.



NORTH CHANNEL REHABILITATION PLAN



1. CONTRACTOR SHALL EXCAVATE MATERIAL ADJACENT TO CHANNEL TO BE USED FOR REBUILDING THE LEVEE. CONTRACTOR SHALL CLEAR, GRUB, RE-CONDITION, AND RE-COMPACT EXISTING LEVEE PRIOR TO PLACEMENT OF NEW MATERIAL FROM BORROW PIT. SEE SECTION A-A'.
2. RE-ESTABLISH CHANNEL (APPROXIMATELY 15,385 SF) REMOVE 2 FT (DEEP) OF MATERIAL FROM CHANNEL. SPOILS MAY BE USED FOR LEVEE MATERIAL.
3. CONTRACTOR SHALL UTILIZE EXCAVATED MATERIAL FROM CHANNEL TO RE-BUILD 3:1 SLOPE ON THE SOUTH SIDE OF LEVEE BERM. PLACE MOISTURE CONDITIONED MATERIAL AND COMPACT TO 90% MDD. PLACE IN MAXIMUM 12" LIFTS. PLACE CLASS 300 STONE RIP RAP ALONG LEVEE SLOPE FOR STABILIZATION. SEE SECTION A-A'.
4. CONTRACTOR SHALL TOP LEVEE WITH OWNER SUPPLIED TYPE 2 BASE MOISTURE CONDITION AND COMPACT TO 95% MDD IN A 6" LIFT.



CELL 1A CHANNEL REHABILITATION PLAN



1. CONTRACTOR SHALL CLEAR, GRUB, RE-CONDITION, AND RE-COMPACT EXISTING LEVEE PRIOR TO PLACEMENT OF NEW MATERIAL FROM BORROW PIT. SEE SECTION B-6.
2. CONTRACTOR SHALL PLACE AND COMPACT 6" OF TYPE 2 BASE. MATERIAL SHALL BE COMPACTED TO 95% MDD.
3. CONTRACTOR TO PLACE RIP RAP AS SLOPE STABILIZATION ALONG THE SOUTH FACES OF THE BERMS.



GRAPHIC SCALE
50 0 25 50
1 INCH = 50 FEET

| REV | DATE | DESCRIPTION | INT'L |
|-----|------|-------------|-------|
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Project No. _____
DATE: 02/21/2023
SCALE: AS NOTED
DRAWN: KSN DESIGN:
APPROVED: _____ DATE: _____

SHEET 4 OF 5

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
893 Southwood Boulevard, Incline Village, Nevada 89451 Phone 775-832-1203
WETLANDS 2023 CELL 4A, 4B, AND 4C EMBANKMENT REHABILITATION
3050 Vicki Lane, Minden, Nevada, 89423



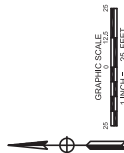
1. THE WEIR GATES 1 AND 2 ARE NON OPERATIONAL. OVER TIME, THE WATER AND SILTS HAVE CORRODED THE GATES AND CEMENTED THEM IN PLACE. EFFORTS TO OPEN THE GATES HAVE BEEN MADE USING A CRANE TRUCK TO TRY AND LIFT THEM FREE WITHOUT SUCCESS.
2. OPTIONS TO REPAIR GATES:
 - 2.1. GRIND THE GATE OUT OF THE SLOTS TO FREE THE GATE, RECONDITION GATE AND SLOTS, AND REINSTALL GATE. CUT OUT THE GATE, GRIND SLOTS TO FUNCTIONING CONDITION, AND REPLACE WITH NEW GATE.
 - 2.2.
3. OWNER TO DISCUSS OPTIONS WITH CONTRACTOR DURING CONSTRUCTION.

SCOPE OF WORK THIS SHEET:

1. CONTRACTOR SHALL REMOVE AND REPAIR/REPLACE EXISTING WEIR GATES.



WEIR GATES 1 AND 2 REHABILITATION PLAN

[illegible]



**Contract Documents
for
WETLANDS 2023 IMPROVEMENTS**
IVGID Project Number 2599SS1103
PWP No. WA-2023-033

Issued for Bidding
March 3, 2023

Prepared for:
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Public Works Department

Prepared by:
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Engineering Division
1220 Sweetwater Road
Incline Village, Nevada 89451

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ADVERTISEMENT FOR BIDS

Sealed proposals will be received at the offices of the Incline Village General Improvement District (IVGID or District) Public Works Department, located at 1220 Sweetwater Road, Incline Village, Washoe County, Nevada, until **2:00 p.m. March 23, 2023**, at which time they will be publicly opened and read for:

Wetlands Effluent Disposal Facility Improvements

IVGID Project Number 2599SS1103

The Project includes the following Work:

The project is located at the IVGID Wetlands effluent disposal facility, 3050 Vicki Lane, Minden, NV 89432. The proposed work will include the grading required to re-establish effluent re-use channels, removal of berms within an existing channel to re-establish flow, adding excavated on-site material to re-build an existing berm, provide rockery rip rap for slope stabilization and the rehabilitation of two weir gates.

The Engineers Estimate for this project is \$175,000. The Project has a total duration of 90 calendar days.

Bidding Documents, including Plans and Specifications, may be obtained at the Owner's Planet Bids website (<https://www.planetbids.com/portal/portal.cfm?CompanyID=30437>). Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website. Contract documents are available for examination at the IVGID Public Works office.

This is a Prevailing Wage project. In accordance with the provisions of NRS 338, the IVGID Board of Trustees has ascertained from the Labor Commissioner the general prevailing wage in the locality of the District for each craft and type of workman, and the CONTRACT will contain in express terms the hourly and daily rate of such prevailing wage. The PWP number for this project is WA-2023-033.

No proposal will be accepted from a Contractor who is not licensed in accordance with the laws of this State to perform the work herein described. IVGID reserves the right to reject any or all bids pursuant to Nevada Law; to award a contract for less than all the work if funds now available are insufficient for completion of the total project; to waive any informalities or irregularities therein; and/or to award the bid to the lowest responsible bidder. The Contractor must bid all schedules.

A **mandatory** pre-bid conference will be held on Thursday, **March 9, 2023** at **2:00 p.m.** at the Project site. All potential bidders must attend.

All questions and RFIs should be directed through the District's Planet Bids portal. For assistance with Planet Bids or downloading of documents, contact the IVGID Engineering office at 775-832-1267.

INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified above.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version XI Standard or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and

Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 48 hours of Owner's request, Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Washoe County Business License prior to commencing construction.
- D. Such licenses as may be required by the laws of the State of Nevada for the performance of work specified in the Contract Documents. Such licenses are required at the time of submitting bid. One time raise in licensing monetary limits shall be approved by the State of Nevada prior to the time of submitting bid and shall be submitted with the bid.
- E. Each Bidder submitting a Bid Proposal to the Owner on a public work project whose estimated cost exceeds \$250,000 is responsible for ascertaining whether the Bidder intends to utilize the referenced statute for five percent (5%) preference and is also eligible for the bidder preference and other matters relating thereto provided in NRS Chapter 338.0117. The Bidder claiming the bid preference shall submit with their Bid Form:
 - 1. Certificate of Eligibility: A valid "Certificate of Eligibility" issued by the State of Nevada Contractor's Board, and
 - 2. Public Works Bidder's Preference Affidavit: A fully-executed copy of the Public Works Bidder's Preference Affidavit as proof of the Contractor's compliance with the provisions of NRS 338.

Failure to submit the Certificate of Eligibility and Affidavit with your Bid shall result in a waiver of any Bidder preference.

3.02 *Bid Form:*

- A. Bidder is to submit the following information with its Bid, to demonstrate Bidder's qualifications to perform the Work. Bids without such documentation included will be deemed Non-Responsive:

1. A list of all first-tier subcontractors, equipment, and materials suppliers that will supply more than five percent (5%) of the bid amount. If the Contractor intends to self-perform any portion of the Work exceeding five percent (5%) of the Bid Amount, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
 2. Within two (2) hours after the opening of Bids, those bidders submitting the three lowest Bids must submit the names of each first-tier subcontractor, equipment and material supplier that will supply more than 1% of the bid amount, or Fifty Thousand Dollars (\$50,000), whichever is greater. If the Contractor intends to self-perform any portion of the Work exceeding one percent (1%) of the Bid Amount or Fifty Thousand Dollars (\$50,000), whichever is greater, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
 3. A list of similar projects previously completed by Bidder, including contact person with their telephone number and email, and the date the project was completed.
 - a. Contractor is required to have successfully performed five (5) projects of similar scope within the last five (5) years, including a minimum project total cost of \$100,000 and contract time of 30 to 60 days.
 4. Work history of Job Foreman/Superintendent, Pipe Foreman and Equipment Operator.
 - a. Contractor is required to staff project with a Job Foreman/Superintendent with minimum of five (5) years' experience with similar project work and five (5) projects within five (5) years greater than \$100,000.
 5. Bidder's state or other contractor license number, if applicable.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated will result in the Bid being deemed Non-Responsive.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A **mandatory** pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.02 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report:* If necessary to the Work, the Bidding Documents will contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

- b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
 - 1. None

Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

5.04 *Site Visit and Testing by Bidders*

- A. It is recommended that Bidder visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for

preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer through Owner's Planet Bids website.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 If the Instructions to Bidders require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual or entity against whom Contractor has reasonable objection.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

- 13.01 The basis of Bid is set in Section 3 – Bid Form. Description of the various basis of Bid are as follows:
 - A. If Bid is Lump Sum
 - 1. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.
 - B. If bid is a Base Bid with Alternates
 - 1. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
 - 2. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
 - C. If bid is a Unit Price

1. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
2. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity,” which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked and sealed envelope with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 The Bidder assumes the sole responsibility for timely delivery of its Bid, regardless of the method of delivery. Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 17—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 17.01 Owner reserves the right to reject any or all Bids pursuant to Nevada state law, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 17.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 17.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 17.05 *Evaluation of Bids*
 - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. All bids with separately-priced line items shall be analyzed to determine if the prices are unbalanced. A Bid may be rejected if Owner determines that the lack of balance poses an unacceptable risk to Owner. A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over- or understated, as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:
 - 1. Overpricing of startup work, mobilization, or early items of work ("front-end loading") would cause a Bidder to receive substantial up-front payment;
 - 2. Base quantities and option quantities are separate line items;
 - 3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected; and/or

- 4. On items when the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low bidder.
- C. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- D. In evaluating bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Award.
- E. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- F. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- G. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interest of the Project.
- H. Owner reserves the right to reduce the Scope of Work up to twenty-five percent (25%) of the total Bid price by deleting items and/or reducing the Scope of Work without invalidating the Bid, if necessary, to reduce the cost of the project to within the Engineer's Estimate and/or Owner's budget.
- I. Any Bidder which submitted a Bid to Owner may protest the recommendation of award in accordance with procedures as set forth in NRS 338.

ARTICLE 18—BONDS AND INSURANCE

- 18.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by one (1) copy of each of the required bonds and insurance documentation.
- 18.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 19—SIGNING OF AGREEMENT

- 19.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 20 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to

Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 20—SALES AND USE TAXES

- 20.01 Owner is exempt from Nevada state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 88-760004K). Per Section 15, Chapter 338 of the NRS, each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the Work will comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 21—NEVADA REVISED STATUTES

- 21.01 Each and every provision of Chapters 332, 338 and 339 of the Nevada Revised Statutes (NRS) and other laws required to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they are included herein.
- 21.02 In accordance with NRS 338, the Successful Contractor shall report the name and address of each subcontractor to the Owner and Washoe County Labor Commissioner if the estimated total price of the Contract exceeds \$100,000.
- 21.03 Bidder's attention is directed to Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, an act relating to apprentices, requiring contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects. *The two lowest responsive bidders will be required to fill out and submit a copy of the project Workforce Checklist, a sample copy of which follows this Section.*

ARTICLE 22—HISTORICAL AND ARCHAEOLOGICAL

- 22.01 If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operation(s) affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until the Owner has notified the Contractor that he may proceed.

ARTICLE 23—SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

- 23.01 These construction documents are to be governed at all times by applicable provisions of the Federal Law, including but not limited to the latest amendment of the following:
- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596
 - B. Part 1910 -- Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations
 - C. Part 1926 -- Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

END OF INSTRUCTIONS

SECTION 3 - BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Incline Village General Improvement District
Public Works Department
1220 Sweetwater Road
Incline Village NV 89451
775-832-1267

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of Nevada, or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit price(s):

| Bid Schedule | | | | | |
|--------------|---|--------------------|------|--------------|--------------|
| Item No. | Description | Estimated Quantity | Unit | Unit Price | Bid Price |
| 1 | Mobilization/Demobilization | 1 | LS | \$ 19,363.50 | \$ 19,363.50 |
| 2 | Re-Establish North Channel (500 FT Long x 12 FT Wide x 2 FT Deep) | 445 | CY | \$ 9.00 | \$ 4,005.00 |

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| Bid Schedule, Continued | | | | | |
|-------------------------|--|--------------------|------|--------------|--------------|
| Item No. | Description | Estimated Quantity | Unit | Unit Price | Bid Price |
| 3 | Construct North Channel Outlets | 9 | CY | \$ 133.53 | \$ 1,201.77 |
| 4 | Remove North Channel Berm/Dam | 20 | CY | \$ 61.26 | \$ 1,225.20 |
| 5 | Re-Establish Channel Cell 1A | 1,140 | CY | \$ 14.16 | \$ 16,142.40 |
| 6 | Cell 1A Channel Rehabilitation– Clear, Grub, Moisture Condition and Recompact Top 12" of Levee Material | 1 | LS | \$ 9,189.22 | \$ 9,189.22 |
| 7 | Cell 1A Channel Rehabilitation- Moisture Condition and Compact 12" of Channel Material on Top of Levee | 825 | CY | \$ 19.55 | \$ 16,128.75 |
| 8 | Cell 1A Channel Rehabilitation - Use Owner-Provided Type 2 Base, Moisture Condition and Compact 6" on Top of Levee | 411 | CY | \$ 46.99 | \$ 19,312.89 |
| 9 | Cell 4A, 4B and 4C Embankment Rehabilitation - Clear, Grub, Moisture Condition, and Re-compact Top 12" of Embankment Material | 1 | LS | \$ 34,747.46 | \$ 34,747.46 |
| 10 | Cell 4A, 4B and 4C Embankment Rehabilitation - Use Contractor-Provided Type 2 Base, Moisture Condition and Compact 6" on Top of Embankment | 370 | CY | \$ 74.88 | \$ 27,705.60 |
| 11 | Class 300 Stone Rip Rap | 750 | TON | \$ 62.23 | \$ 46,672.50 |
| 12 | Weir Gate 1 | 1 | LS | \$ 2,414.88 | \$ 2,414.88 |
| 13 | Weir Gate 2 | 1 | LS | \$ 2,414.88 | \$ 2,414.88 |

Continued next page...

| | |
|---|----------------------|
| TOTAL BID PRICE IN NUMBERS (Sum of Items 1-13): | \$ 200,524.05 |
| TOTAL BID IN WORDS: Two hundred thousand-five hundred twenty four dollars and five cents | |
| | |

Final Payment will be based upon actual quantity of work performed.

A. Bidder acknowledges that:

1. Each Bid Lump Sum or Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
| | |
| | |
| | |

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

McCuen Construction Inc.

(typed or printed name of organization)

By:

Trenton B. McCuen

(individual's signature)

Name:

Trenton B. McCuen

(typed or printed)

Title:

President

(typed or printed)

Date:

03/13/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Tobi Brown

(individual's signature)

Name:

Tobi Brown

(typed or printed)

Title: Chief Financial Officer
(typed or printed)

Date: 03/13/2023
(typed or printed)

Address for giving notices:

3269 Swetzer Rd.
Loomis, CA 95650

Bidder's Contact:

Name: Trenton B. McCuen
(typed or printed)

Title: President
(typed or printed)

Phone: 916-652-7824

Email: trenton@mccueninc.com

Address: 3269 Swetzer Rd. Loomis, CA 95650

Bidder's Contractor License No.: 0085540

certified to be true & correct copy of original

CORPORATE RESOLUTION OF:

MCCUEN CONSTRUCTION, INC.

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made

on March 13, 2023

at 8:00 AM

at 3269 Swetzer Road, Loomis CA 95650


We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent; the board of directors decided that:

said corporation to submit a bid proposal to Incline Village General Improvement District for Wetlands Effluent Disposal Facility Improvements including the execution of contracts as well as all necessary actions relating to any bid packages submitted and project award.

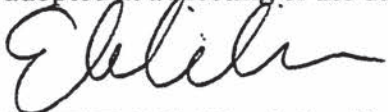
Therefore, it is resolved, that the corporation shall:

complete and execute the applicable bid package including all necessary actions relating to the process. Furthermore, Trenton B. McCuen, President is authorized to sign and act alone in any and all above mentioned actions.

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

| | | |
|---|-----------------------|----------------|
|  | Trenton B. McCuen | March 13, 2023 |
| Director signature | Printed name | Date |
| _____ Director signature | _____ Printed name | _____ Date |

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

| | |
|---|----------------|
|  | March 13, 2023 |
| Signature of Secretary | Date |
| Elizabeth H. McCuen | |
| _____ Printed name of Secretary | |

ADDITIONAL INFORMATION REQUIRED AT BID
Reference Instructions to Bidders Section 2

List five (5) similar projects completed by Contractor within the last 5 years:

| Contact Name & Phone No. | Description of Work | Date Complete | Cost |
|---|--------------------------------|---------------|-----------------|
| Adrianna Benjamin 775-684-4196 abenjamin@admin.nv.gov | Columbarium Expansion | 08/2022 | \$4,385,574.00 |
| | | | |
| | | | |
| | | | |
| Jim Marino 530-721-1250 jmarino@cityofslt.com | City of South Lake Tahoe | 10/2022 | \$3,217,085.34 |
| | Recreation and Aquatics | | |
| | Center Phase 1 | | |
| | | | |
| Scott Mathot 530-582-2481 smathot@townoftruckee.com | Town of Truckee Public Service | 12/2020 | \$12,453,424.00 |
| | Center | | |
| | | | |
| | | | |
| Randy Stellhorn 530-919-3936 randy.stellhorn@dot.ca.gov | State Hwy 49 in Sierra County | 11/2020 | \$1,915,404.00 |
| | Shoulder Widening | | |
| | | | |
| | | | |
| Ron Reynolds 575-442-1171 rreynolds@ggreenstreet.com | Townplace Suites Grading | 03/2023 | \$3,540,840.00 |
| | | | |
| | | | |
| | | | |

Work Experience: List years of experience with similar projects, project descriptions, locations and costs, for proposed Job Foreman/ Superintendent:

| Forman/Super's Name | Title | Years' Experience | |
|--|--|--------------------------------|---------------------------|
| Name & Location of Project City of South Lake Tahoe Recreation and Aquatics Center | Description Grading, underground utilities | Project Cost \$3,217,085.34 | Date Completed 10/2022 |
| Name & Location of Project Columbarium Expansion Fernley, NV | Description Grading, paving | Project Cost \$4,385,574.00 | Date Completed 08/2022 |
| Name & Location of Project State Hwy 49 Shoulder Widening | Description Shoulder widening construction | Project Cost \$1,915,404 | Date Completed 11/2020 |
| Name & Location of Project Townplace Suites Grading Rancho Cordova, CA | Description site clearing, mass grade, hardscape | Project Cost \$3,540,840.00 | Date Completed 03/2023 |

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding Five Percent (5%) of Bid Amount

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding five percent (5%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

| Prime Contractor's Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| McCuen Construction Inc. 3269 Swetzer Rd. Loomis, CA 95650 916-652-7824 | 0085540/Unlimited |
| Kind of Work/Supplies | % of Work/Supplies |
| Description of work being self-performed by Contractor: Ditching-Grading-Wier Work-Balance of work | 100 |

| Subcontractor or Supplier Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| Cinderlte Trucking Corporation 1665 South Sutro Terrace Carson City, NV 89706 | |
| Kind of Work/Supplies | % of Work/Supplies |
| Aggregate-Trucking | 100 |

| Subcontractor or Supplier Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| | |
| Kind of Work/Supplies | % of Work/Supplies |
| | |

| Subcontractor or Supplier Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| | |
| Kind of Work/Supplies | % of Work/Supplies |
| | |

| Subcontractor or Supplier Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| | |
| Kind of Work/Supplies | % of Work/Supplies |
| | |

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding One Percent (1%) of Bid Amount or \$50,000, whichever is greater (Two Hour List)

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding one percent (1%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

| Prime Contractor's Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| McCuen Construction Inc. 3269 Swetzer Rd. Loomis, CA 95650 916-652-7824 | 0085540/Unlimited |
| Kind of Work/Supplies | % of Work/Supplies |
| Description of work being self-performed by Contractor: Ditching-Grading-Wier Work-Balance of work | 100 |

| Subcontractor or Supplier Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| | |
| Kind of Work/Supplies | % of Work/Supplies |
| | |

| Subcontractor or Supplier Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| | |
| Kind of Work/Supplies | % of Work/Supplies |
| | |

| Subcontractor or Supplier Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| | |
| Kind of Work/Supplies | % of Work/Supplies |
| | |

| Subcontractor or Supplier Name, Address & Phone No. | Nevada Contractor License No./License Limit |
|---|---|
| | |
| Kind of Work/Supplies | % of Work/Supplies |
| | |

PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, Trenton B. McCuen, on behalf of McCuen Construction Inc. ("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. 2599SS1103/WA-2023-033, Project Name Wetlands 2023 Improvements ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least fifty percent (50%) of workers employed on the Project (including Subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the Project will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada;
3. At least fifty percent (50%) of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to this Project.

Contractor recognizes and accepts that failure to comply with the requirements herein shall be a material breach of the contract and entitle the Incline Village General Improvement District ("Authority") to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for preference in bidding for five (5) years and/or the ability to bid on any contracts for public works for one (1) year pursuant to NRS Chapter 338.

Signature: Trenton B. McCuen

Print Name: Trenton B. McCuen

Title: President Date: 3/21/2023

State of California)
)ss.
County of Placer)

This instrument was acknowledged before me on _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

NOTARY STAMP

see attached acknowledgment

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 Mar 21, 2023 before me, Tobi J. Brown, Notary Public
(insert name and title of the officer)

personally appeared Trenton B. McCuen,
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 Tobi J. Brown (Seal)



SECTION 4 - BID BOND

| | |
|--|---|
| Bidder Name: McCuen Construction, Inc. Address (principal place of business): 3269 Swetzer Road Loomis, CA 95650 | Surety Name: Western Surety Company Address (principal place of business): 151 N. Franklin Street, 17th Floor Chicago, IL 60606 |
| Owner Name: Incline Village GID Address (principal place of business): Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 775-832-1267 | Bid Project (name and location): Wetlands 2023 Improvements Project #2599SS1103 3050 Vicki Lane Douglas County, Nevada Bid Due Date: March 23, 2023 |
| Bond Bond Amount: Five percent of the total amount bid (5%) Date of Bond: March 14, 2023 | |
| Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. | |
| Bidder _____ McCuen Construction, Inc. (Full formal name of Bidder) | Surety _____ Western Surety Company (Full formal name of Surety) (corporate seal) |
| By: <u>Trenton B. McCuen</u> (Signature) | By: <u>Sara Walliser</u> (Signature) (Attach Power of Attorney) |
| Name: <u>Trenton B. McCuen</u> (Printed or typed) | Name: <u>Sara Walliser</u> (Printed or typed) |
| Title: <u>President</u> | Title: <u>Attorney-in-Fact</u> |
| Attest: <u>Tobi Brown</u> (Signature) | Attest: _____ (Signature) |
| Name: <u>Tobi Brown</u> (Printed or typed) | Name: _____ (Printed or typed) |
| Title: <u>Chief Financial Officer</u> | Title: _____ |
| Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary. | |

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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 Butte

On March 14, 2023 before me, Elizabeth Collodi, Notary Public
(insert name and title of the officer)

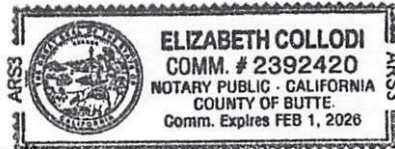
personally appeared Sara Walliser,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

John Hopkins, Steve Williams, Joseph H Weber, Renee Ramsey, Elizabeth Collodi, Mindy Whitehouse, John J Weber, Sara Walliser, Jennifer Lakmann, Jessica Monlux, Samantha Watkins, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Mary Collins, Brad Espinosa, Paula Senna, Pamela Sey, Breanna Boatright, Kathleen Le, Phil Watkins, Sharon Smith, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

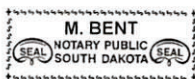
State of South Dakota
County of Minnehaha

} ss

On this 18th day of October, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of March, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

