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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

BARBARA L. L. O.
[Signature]
DEPUTY

THIS AGREEMENT is dated as of the 3rd day of May in the year 2001 by and DEPUTY between Douglas County, Nevada (hereinafter called OWNER) and A & K Earthmovers, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Foothill Sewer Project; PWP-DO-2000-345, generally consisting of the construction of sewage collection system improvements in the Carson Valley.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: **R.O. Anderson Engineering, Inc., 1603 Esmeralda Ave., Minden, Nevada 89423.**

A. The project will be administered by: **Douglas County Community Development, 1594 Esmeralda Ave., Minden, Nevada 89423** who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before October 15, 2001, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by not later than November 16, 2001.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or

arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. In the event that the CONTRACTOR fails to pay OWNER the specified liquidated damages amount within thirty (30) days of CONTRACTOR's being notified of said damages, OWNER may deduct the amount of the assessed liquidated damages from the final payment or retention withheld pursuant to Article 14 of the General Conditions.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. for all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item, as indicated in the attached Bid Schedule;

B. as provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the Friday following either the first or third Thursday of each month, depending upon the timing of submittals and approvals, as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 90% of Work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on

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recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all (if any): (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by **CONTRACTOR**, and safety precautions and programs incident thereto.

F. **CONTRACTOR** does not consider that any 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 Documents.

G. **CONTRACTOR** 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 Contract Documents.

H. **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. **CONTRACTOR** has given **ENGINEER** written notice of all conflicts, errors, ambiguities or discrepancies that **CONTRACTOR** has discovered in the Contract Documents, and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR**.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Performance Bond (pages 1 to 4, inclusive);
3. Payment Bonds (pages 1 to 4, inclusive);
4. Other Bonds (none);
5. General Conditions (pages GC1 to GC41, inclusive, not attached);
6. Supplementary Conditions (pages SC-1 to SC-16, inclusive, not attached);
7. Specifications as listed in table of contents of the Project Manual (not attached);
8. Drawings (not attached) consisting of a cover sheet and sheets numbered 1 through 82 and E1 through E5, inclusive with each sheet bearing the following general title: Foothill Sewer Project;
9. Addenda (numbers 1 to 3, inclusive);
10. Exhibits to this Agreement (enumerated as follows):

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- a. Notice to Proceed (pages 1 to 2 inclusive, not attached)
- b. CONTRACTOR's Bid (pages BF-1 to BF- 24 , inclusive, not attached).
- c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages - to - , inclusive, not attached).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments
- b. Work Change Directives
- c. Change Order(s)

12. Part 2 and Part 3 of the "Standard Specifications for Public Works Construction, Washoe County, City of Sparks, City of Reno, Carson City, City of Yerington," 1996 Edition, incorporated by reference.

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this will have the meanings indicated in the General Conditions.

10.02. Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

A. If applicable, in the event that there is any litigation relative to the interpretation or enforcement of this agreement or any of the Contract Documents, the prevailing party shall be entitled to a reasonable Attorney's fee, together with costs of suit.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2001.

DOUGLAS COUNTY, NEVADA - OWNER

Bernie Curtis
Bernie Curtis, Chairman
Board of County Commissioners

STATE OF NEVADA

COUNTY OF DOUGLAS

)
) ss.

One the 3rd day of May, 2001, Bernie Curtis, Chairman of the Douglas County Board of Commissioners, personally appeared before me, Barbara J. Reed, Douglas County Clerk, and acknowledged to me that, in conformance with the direction of the Board of Douglas County Commissioners' meeting of 5-3-01, he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.

Barbara J. Reed
Barbara J. Reed, Douglas County Clerk

Carol S. Mullock

CONTRACTOR:

A & K EARTH MOVERS, INC.

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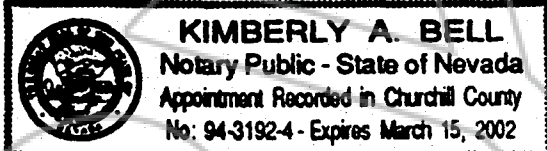
By: [Signature]
(Authorized Representative)

Print Name: SCOTT R. HIATT, VICE-PRES.

STATE OF NEVADA)
) SS:
COUNTY OF CHURCHILL)

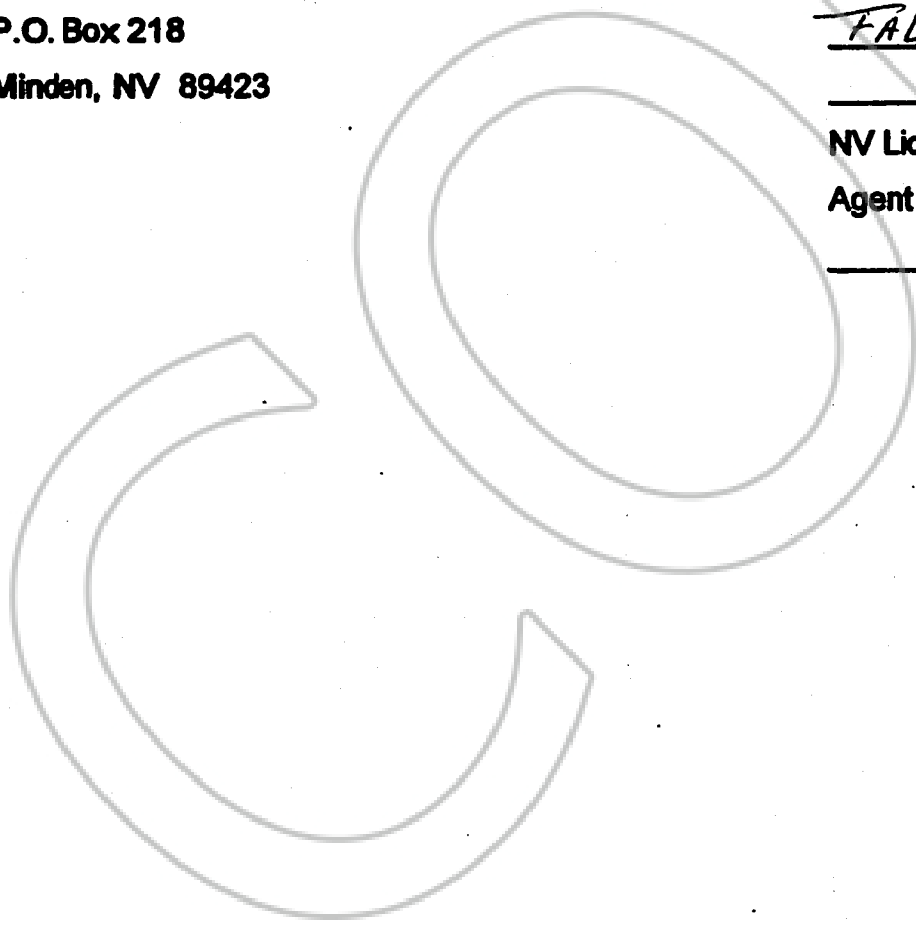
On this 14 day of May, in the year 2001 before me,
KIMBERLY A. BELL / Notary Public, personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and
acknowledge that he (she/they) executed it.

WITNESS my hand and official seal.
[Signature]
Notary's Signature
My Commission Expires: 3/15/2002



Address for giving notices to Owner:
Eric Teitelman, P.E.
Engineering Manager/County Engineer
Douglas County Community Development
P.O. Box 218
Minden, NV 89423

Address for giving notices to Contractor:
A & K EARTH MOVERS, INC.
P.O. Box 1059
1200 AUCTION Rd.
FALLON, NV. 89407-1059
NV License No. 24548 A
Agent for service of process:



BID FORM

PROJECT IDENTIFICATION: Foothill Sewer Project

CONTRACT IDENTIFICATION AND NUMBER: PWP-DO-2000-345

THIS BID IS SUBMITTED TO: Douglas County Clerk
1594 Esmeralda Ave., Room 105
P.O. Box 218
Minden, NV 89423

1.01 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.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>4/12/01</u>
<u>2</u>	<u>4/24/01</u>
<u>3</u>	<u>4/26/01</u>
_____	_____

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations,

tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, and safety precautions and programs incident thereto.

- F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that 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 agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 The requirements of the Nevada Revised Statutes (NRS) shall apply to this project. The BIDDER is responsible for compliance with all applicable statutes. These statutes include, but are not limited to:

- A. NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in county.
- B. NRS 338.080 Exemptions
- C. NRS 338.141 Bids to include certain information concerning subcontractors; requirements for substitution of named subcontractors. (See Supplementary Condition 6.09.H)
- D. NRS 338.147 Award of contract to contractor who submits best bid. (See Supplementary Condition 6.09.I)

5.02 The entire set of Nevada Revised Statutes are available for review at Douglas County Community Development, 1594 Esmeralda Avenue, Minden, Nevada during normal working hours (8:00 a.m. to 2:00 p.m. weekdays).

6.01 BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

SEE ATTACHED BID SCHEDULE

- A. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.
- B. BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

7.01 BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

7.02 BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

8.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Form;
- B. Bid Bond (or Certified or Cashier's Check);
- C. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid; and
- C. Construction Contractor's Qualification Statement for Engineered Construction.

9.01 Communications concerning this Bid shall be addressed to:
(Contractor's mailing address to be filled in by Bidder)

A & K EARTH MOVERS, INC.

5450 RIGGINS COURT, STE. 4

RENO, NEVADA 89502

PH (775)825-1636 FAX (775)825-61717

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

SUBMITTED on April 26, 2001.

NV State Contractor License No. 24548 Class A

If BIDDER is:

An Individual

Name (typed or printed) _____

By _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____

Fax No.: _____

A Partnership

Partnership Name _____ (SEAL)

By _____

(Signature of General Partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____

Fax No.: _____

A Corporation

Corporation Name: A & K EARTH MOVERS, INC. (SEAL)

State of Incorporation: NEVADA

Type (General Business, Professional Service, Limited Liability): GENERAL ENGINEERING

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): SCOTT R. HIATT

Title: VICE PRESIDENT (Corporate Seal)

Attest: SEE ATTACHED

(Signature of Corporate Secretary)

Business Address: 1200 AUCTION ROAD

FALLON, NEVADA, 89406

Phone No.: (775) 825-1636

Fax No.: (775) 825-6171

Date of Qualification to do business is 9/2/65

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MINUTES OF SPECIAL MEETING OF
INCORPORATORS AND DIRECTORS
OF
A & K EARTH MOVERS, INC.

The Incorporators and Directors named in the Articles of Incorporation of A & K EARTH MOVERS, INC., a Nevada Corporation, and constituting Board of Directors of said Corporation, in the City of Fallon, County of Churchill Nevada on the 10th day of January, 1985 at 8:30 A.M.

Present: Kenneth Hiatt, Melvin Borden, Michael Hiatt,
Sharon Ream, Scott Hiatt, Lewis Munger.

The meeting was called to order by President Kenneth Hiatt.

The minutes were read by Secretary-Treasurer Sharon Ream.

The purpose of this special meeting was to delete Melvin F. Borden from any signing on behalf of A & K Earth Movers, Inc., as he resigned his Vice Presidency Post.

Additional signature authority to sign Construction Bids and Contracts on behalf of A & K Earth Movers, Inc. was delegated to Vice Presidents Scott R. Hiatt, K. Bart Hiatt and Michael A. Hiatt.

After discussion of the above a motion to vote on implementing this authority was made by Secretary Sharon Ream. Lewis Munger, Director, seconded the motion and it was voted on. All in favor, none opposed.

With no other pending business, a motion to adjourn was made by President Kenneth P. Hiatt and seconded by Vice President Scott R. Hiatt. The meeting adjourned at 9:15 AM.

Dated this 10th day of January, 1985.


Kenneth P. Hiatt, President & Chairman


Sharon J. Ream, Secretary-Treasurer-Director

I CERTIFY THIS TO BE A TRUE AND CORRECT COPY.


MICHAEL J. NICHOLLS, C.F.O.
A & K EARTH MOVERS, INC.

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A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venturer partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

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**FOOTHILL SEWER PROJECT
BASE BID SCHEDULE**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
1	LS	1	Mobilization and Demobilization.	\$150,000.00	\$150,000.00
2	LF	6,425	5 3/8" PE Sanitary Sewer Force Main between Sta. 1+28 "A" - Sta. 57+69 "A"; existing SSMH#6 and Sta. 11+65 "B"; and Sta. 30+04 "B" - Sta. 36+77 "B".	\$ 19.20	\$ 123,360.00
3	LF	1,872	5 3/8 PE Sanitary Sewer Force Main, slip-lined, between Sta. 11+65 "B" - Sta. 30+04 "B" plus 33 feet at Regional Lift Station.	\$ 40.00	\$ 74,880.00
4	LF	80	5 3/8" HDPE (SDR11) for future repairs by others, delivered to the North Valley Treatment Works.	\$ 2.55	\$ 204.00
5	EA	8	HDPE adapter flanges with bolts and backup rings to connect 5 3/8" HDPE (SDR11) to standard 4" cast iron fittings delivered to the North Valley Treatment Works.	\$ 60.00	\$ 480.00
6	EA	1	Drain Valve Assembly on the 5 3/8" "A" line.	\$ 2,400.00	\$ 2,400.00
7	LF	600	Remove and relocate out of service AT&T Television conduit between Sta. 1+28 "A" - Sta. 57+69 "A".	\$ 4.00	\$ 2,400.00
8	EA	5	Remove and relocate out of service AT&T Television conduit crossing proposed trench between Sta. 1+28 "A" - Sta. 57+69 "A".	\$ 300.00	\$ 1,500.00
9	LS	1	Re-seed disturbed areas that are outside of shoulder and improved areas between Sta. 1+28 "A" - Sta. 57+69 "A".	\$ 6,500.00	\$ 6,500.00
10	EA	5	Air and vacuum relief valve assembly on the 5 3/8" PE main.	\$ 2,150.00	\$ 10,750.00

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**FOOTHILL SEWER PROJECT
BASE BID SCHEDULE**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
11	LF	1,420	10" Gravity Sanitary Sewer Main between Sta. 1+03 "C" - Sta. 15+30 "C".	\$ <u>26.00</u>	\$ <u>36,920.00</u>
12	EA	5	Sanitary Sewer Manhole nos. 1B and 200 through 203.	\$ <u>2,275.00</u>	\$ <u>11,375.00</u>
13	SF	2,250	Aggregate base for new farm road at Sta. 13+00 "C".	\$ <u>.70</u>	\$ <u>1,575.00</u>
14	EA	1	15" CMP with flared ends at Sta. 10+45 "C".	\$ <u>1,900.00</u>	\$ <u>1,900.00</u>
15	EA	1	18" CMP with flared ends at Sta. 15+18 "C".	\$ <u>2,700.00</u>	\$ <u>2,700.00</u>
16	LS	1	Re-seed disturbed areas outside of roadways between Sta. 132+30 "A" - Sta. 146+06 "A", and Sta. 1+03 "C" - Sta. 15+30 "C".	\$ <u>7,900.00</u>	\$ <u>7,900.00</u>
17	EA	6	Remove and replace existing fence as necessary and provide temporary fencing as necessary at Sta. 144+20 "A"; Sta. 145+10 "A"; Sta. 1+35 "C"; Sta. 11+22 "C"; Sta. 13+65 "C" and Sta. 14+80 "C".	\$ <u>900.00</u>	\$ <u>5,400.00</u>
18	EA	3	Remove and replace existing fence and install new gates at Sta. 132+30 "A", Sta. 136+30 "A" and Sta. 4+90 "C".	\$ <u>1,275.00</u>	\$ <u>3,825.00</u>
19	EA	85	Remove & replace traffic delineators	\$ <u>32.00</u>	\$ <u>2,720.00</u>
20	SF	210	Remove and replace road signs	\$ <u>48.00</u>	\$ <u>10,080.00</u>
21	SF	2,500	AC pavement patch within Genoa Lane.	\$ <u>6.93</u>	\$ <u>17,325.00</u>
22	LF	614	10" Gravity Sanitary Sewer Main between Sta. 89+17 "A" - Sta. 95+37 "A"	\$ <u>31.00</u>	\$ <u>19,034.00</u>

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**FOOTHILL SEWER PROJECT
BASE BID SCHEDULE**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
23	LF	2,043	10" Gravity Sanitary Sewer Main between Sta. 95+37 "A" - Sta. 116+12 "A".	\$ <u>37.00</u>	\$ <u>75,591.00</u>
24	LF	708	10" Gravity Sanitary Sewer Main between Sta. 116+12 "A" - Sta. 123+28 "A".	\$ <u>37.00</u>	\$ <u>26,196.00</u>
25	LF	838	10" Gravity Sanitary Sewer Main between Sta. 123+28 "A" - Sta. 131+78 "A".	\$ <u>49.00</u>	\$ <u>41,062.00</u>
26	LF	1,353	10" gravity sanitary sewer main between Sta. 131+78 "A" - Sta. 145+43 "A".	\$ <u>45.00</u>	\$ <u>60,885.00</u>
27	LF	2,040	Silt fence at edge of easement through wetlands.	\$ <u>1.00</u>	\$ <u>2,040.00</u>
28	EA	10	Sanitary Sewer Manhole Nos. 15 - 17, and 21 - 27.	\$ <u>2,500.00</u>	\$ <u>25,000.00 25,500.00</u>
29	EA	13	Sanitary Sewer Manhole Nos. 18 - 20, and 28 - 37.	\$ <u>2,700.00</u>	\$ <u>35,100.00</u>
30	LF	64	8" Gravity Sanitary Sewer Main between Sta. 145+43 "A" - Sta. 146+07 "A".	\$ <u>53.00</u>	\$ <u>3,392.00</u>
31	LS	2	Connection to existing SSMH's at Sta. 146+06 "A" and Sta. 325+09 "F".	\$ <u>1,200.00</u>	\$ <u>2,400.00</u>
32	LF	649	Clean and color TV inspection of existing 8" SS gravity main within Genoa Lakes.	\$ <u>1.80</u>	\$ <u>1,168.20</u>
33	LF	1,871	Clean and color TV inspection of existing 8" SS force main.	\$ <u>1.80</u>	\$ <u>3,367.80</u>
034	EA	1	Excavate existing force main to remove obstruction or sharp edge as required by Engineer upon review of color TV inspection of force main.	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>

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**FOOTHILL SEWER PROJECT
BASE BID SCHEDULE**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
35	LS	1	Riser for maintenance of pressure at existing SSMH's excluding air vacuum release valve. <i>#6 SHEET CTD</i>	\$ <u>4,900.00</u>	\$ <u>4,900.00</u>
36	SF	1,270	AC pavement patch on Genoa Lakes Drive.	\$ <u>7.35</u>	\$ <u>9,588.58</u>
37	LF	770	Temporary barrier fencing between Sta. 30+04 "B" - Sta. 35+00 "B".	\$ <u>1.60</u>	\$ <u>1,232.00</u>
38	LS	1	Temporary irrigation and restoration of existing turf and sprinkler system to pre-construction condition between Sta. 30+04 "B" - Sta. 35+90 "B".	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
39	LF	3,752	10" PE Sanitary Sewer Force Main between Sta. 116+12 "A" - Sta. 146+34 "A"; and Sta. 40+20 "F" - Sta. 47+50 "F".	\$ <u>27.00</u>	\$ <u>101,304.00</u>
40	LF	23,065	10" PE Sanitary Sewer Force Main between Sta. 47+50 "F" and Sta. 282+91 "F", excluding bridge and highway crossings where pipe is inside casing	\$ <u>31.10</u>	\$ <u>719,628.00</u>
41	LF	4,218	10" PE Sanitary Sewer Force Main between Sta. 282+91 "F" and Sta. 325+09 "F".	\$ <u>28.00</u>	\$ <u>118,104.00</u>
42	LS	1	Force main and bridge crossing at NDOT Bridge 1238, excluding air vacuum valve.	\$ <u>16,600.00</u>	\$ <u>16,600.00</u>
43	LS	1	Force main and bridge crossing at NDOT Bridge 1239, excluding air vacuum valve.	\$ <u>20,700.00</u>	\$ <u>20,700.00</u>
44	LS	1	Force main and bridge crossing at NDOT Bridge 1240, excluding air vacuum valve.	\$ <u>14,800.00</u>	\$ <u>14,800.00</u>
45	LS	1	Force main and bridge crossing at NDOT Bridge 1241, excluding air vacuum valve.	\$ <u>14,800.00</u>	\$ <u>14,800.00</u>

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**FOOTHILL SEWER PROJECT
BASE BID SCHEDULE**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
46	LF	80	10" HDPE (SDR11) pipe (20' lengths) for future repairs by others delivered to the North Valley Treatment Works.	\$ 9.40	\$ 752.00
47	EA	8	HDPE adapter flanges with bolts and backup rings to connect 10" HDPE (SDR11) to standard 8" cast iron flanged fittings delivered to the North Valley Treatment Works.	\$ 140.00	\$ 1,120.00
48	EA	5	¹ Air-vacuum release valve assembly for 8" force main. <i>SA on 10" PE or</i>	\$ 2,250.00	\$ 10,250.00
49	SF	1,670	AC pavement patch on shoulders and driveways between Sta. 79+71 "F" - Sta. 211+00 "F". <i>SA 2Z</i>	\$ 6.50	\$ 10,855.00
50	EA	3	Remove and replace existing trees at Sta. 218+32 "F", Sta. 218+80 "F" and Sta. 228+12 "F".	\$ 325.00	\$ 975.00
51	LS	1	Force main in casing under U.S. Highway 395.	\$ 37,700.00	\$ 37,700.00
52	SF	390	AC pavement patch on Airport Road between Sta. 230+50 "F" - Sta. 283+00 "F".	\$ 7.75	\$ 3,022.50
53	LS	1	8" riser assembly for maintenance of pressure, excluding air vacuum release valve, at Sta. 324+72 "F".	\$ 9,500.00	\$ 9,500.00
54	EA	27	Air and vacuum release valve assembly on 10" PE force main.	\$ 2,150.00	\$ 58,050.00
55	EA	3	Force main drain valve assembly on 10" PE force main.	\$ 5,450.00	\$ 16,350.00
56	LS	1	Remove, temporarily relocate and replace mailboxes as necessary for construction between Sta. 62+00 "F" - Sta. 325+09 "F".	\$ 2,300.00	\$ 2,300.00
57	EA	13	<i>SA</i> SEWER FORCE MAIN PADDLE LOCATOR	\$ 45.00	\$ 585.00

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**FOOTHILL SEWER PROJECT
BASE BID SCHEDULE**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
58	LS	1	Walley's Lift Station.	\$ <u>264,010.00</u>	\$ <u>264,010.00</u>
59	LS	1	Clubhouse Lift Station.	\$ <u>374,100.00</u>	\$ <u>374,100.00</u>
60	LS	1	Regional Lift Station.	\$ <u>138,772.00</u>	\$ <u>138,772.00</u>
61	LS	1	Landscaping Improvements at Walley's Lift Station.	\$ <u>1,780.00</u>	\$ <u>1,780.00</u>
62	LS	1	Construction staking, project layout, and locating existing improvements.	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
63	LF	40	Concrete encasement.	\$ <u>55.00</u>	\$ <u>2,200.00</u>
64	LF	15,000	Additional payment for wet trench in NDOT ROW	\$ <u>4.15</u>	\$ <u>62,250.00</u>
65	LF	1,200	Additional payment for wet trench outside NDOT ROW	\$ <u>4.10</u>	\$ <u>4,920.00</u>
66	LF	4,000	One foot thickness of additional Type 2 drain backfill in excess of 12" over the top of pipe in NDOT ROW	\$ <u>2.60</u>	\$ <u>10,400.00</u>
67	LF	2,000	One foot additional thickness of wet trench bedding material in excess of 12" over the top of pipe outside NDOT ROW	\$ <u>1.90</u>	\$ <u>3,800.00</u>
TOTAL BASE BID				\$ <u>2,877,778.00</u>	\$ <u>2,877,778.00</u>

TOTAL BASE BID (Written in words). Two million eight hundred seventy seven

thousand eight hundred seventy eight dollars and no cents

*Revised Per Addendum #3

**FOOTHILL SEWER PROJECT
 BID ALTERNATIVE A - SOUTH GENOA GRAVITY SYSTEM**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
A-1	LF	1,196	8" Sanitary Sewer Main between Sta. 57+69 "A" - Sta. 69+85 "A".	\$ <u>37.⁰⁰</u>	\$ <u>44,252.00</u>
A-2	EA	6	Sanitary Sewer Manhole Nos. 1A and 2 through 6.	\$ <u>2400.00</u>	\$ <u>14,400.00</u>
A-3	SF	5,500	AC pavement patch within Foothill Road.	\$ <u>5.75</u>	\$ <u>31,625.00</u>
A-4	SF	230	Concrete driveway patch.	\$ <u>10.00</u>	\$ <u>2,300.00</u>
A-5	SF	600	AC pavement patch within driveways.	\$ <u>4.75</u>	\$ <u>2,850.00</u>
A-6	LS	1	Construction staking, project layout, and locating existing improvements	\$ <u>2,388.00</u>	\$ <u>2,388.00</u>
TOTAL ALTERNATIVE A				\$ <u>97,815.00</u>	

TOTAL ALTERNATIVE A (Written in words).

Twenty-Nine Thousand Eight Hundred Eighty-Five Dollars and No Cents

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**FOOTHILL SEWER PROJECT
 BID ALTERNATIVE B - CENTRAL GENOA GRAVITY SYSTEM**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
B-1	LF	655	8" Sanitary Sewer Main between Sta. 70+38 "A" - Sta. 77+07 "A".	\$ <u>41.50</u>	\$ <u>27,182.50</u>
B-2	EA	4	Sanitary Sewer Manhole Nos. 7 - 10	\$ <u>2,300.00</u>	\$ <u>9,200.00</u>
B-3	SF	3,250	AC pavement patch within Foothill Road.	\$ <u>5.75</u>	\$ <u>18,687.50</u>
B-4	LF	35	Remove & replace 12" pipe at Sta. 75+50 "A" - Sta. 76+00 "A", if necessary.	\$ <u>65.00</u>	\$ <u>2,275.00</u>
B-5	SF	4,500	AC pavement patch at driveways and parking lots.	\$ <u>4.75</u>	\$ <u>21,375.00</u>
B-6	LS	1	Construction staking, project layout, and locating existing improvements	\$ <u>527.00</u>	\$ <u>527.00</u>
TOTAL ALTERNATIVE B				\$	<u>79,247.00</u>
TOTAL ALTERNATIVE B (Written in words).					
<i>Seventy-nine thousand, two hundred forty-seven dollars and</i>					
<i>no cents</i>					

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**FOOTHILL SEWER PROJECT
 BID ALTERNATIVE C -- GENOA LANE (WEST) GRAVITY SYSTEM**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
C-1	LF	1,198	8" Sanitary Sewer Main between Sta. 77+07 "A" - Sta. 89+17 "A".	\$ <u>31.00</u>	\$ <u>37,138.00</u>
C-2	EA	4	Sanitary Sewer Manhole Nos. 11 through 14	\$ <u>2310.00</u>	\$ <u>9,240.00</u>
C-3	SF	9,425	AC pavement patch within Foothill Road.	\$ <u>4.75</u>	\$ <u>44,768.75</u>
C-4	SF	528	AC pavement patch at driveways and parking lots.	\$ <u>5.25</u>	\$ <u>2,772.00</u>
C-5	LS	1	Construction staking, project layout, and locating existing Improvements	\$ <u>1,990.25</u>	\$ <u>1,990.25</u>
TOTAL ALTERNATIVE C				\$	<u>95,909.00</u>
TOTAL ALTERNATIVE C (Written in words).				<u>Thirty-five thousand nine hundred zero dollars and no cents</u>	

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**FOOTHILL SEWER PROJECT
 BID ALTERNATIVE D - NIXON STREET GRAVITY SYSTEM**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
D-1	LF	229	8" Sanitary Sewer Main between Sta. 2+38 "D" - Sta. 4+71 "D".	\$ <u>36.00</u>	\$ <u>8,244.00</u>
D-2	EA	1	Sanitary Sewer Manhole No. 301.	\$ <u>2,300.00</u>	\$ <u>2,300.00</u>
D-3	LF	40	Concrete encasement.	\$ <u>49.00</u>	\$ <u>1,960.00</u>
D-4	LS	1	Construction staking, project layout, and locating existing improvements	\$ <u>1,600.00</u>	\$ <u>1,600.00</u>
TOTAL ALTERNATIVE D				\$ <u>14,104.00</u>	

TOTAL ALTERNATIVE D (Written in words).

Fourteen thousand one hundred four dollars and 00 cents

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**FOOTHILL SEWER PROJECT
 BID ALTERNATIVE E - JACKS VALLEY ROAD GRAVITY SYSTEM**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bld Amount
E-1	LF	383	8" Sanitary Sewer Main between Sta. 1+00 "E" - Sta. 4+87 "E".	\$ <u>32.00</u>	\$ <u>12,256.00</u>
E-2	EA	1	Sanitary Sewer Manhole No. 400.	\$ <u>2,300.00</u>	\$ <u>2,300.00</u>
E-3	SF	1,700	AC pavement patch at driveways and parking lots.	\$ <u>5.75</u>	\$ <u>9,775.00</u>
E-4	LF	40	Concrete encasement.	\$ <u>49.00</u>	\$ <u>1,960.00</u>
E-5	LS	1	Construction staking, project layout, and locating existing improvements	\$ <u>2,191.00</u>	\$ <u>2,191.00</u>
TOTAL ALTERNATIVE E				\$ <u>28,482.00</u>	
TOTAL ALTERNATIVE E (Written in words).					
<i>Twenty-eight thousand four hundred eighty-two dollars and</i>					
<i>no cents</i>					

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**FOOTHILL SEWER PROJECT
 BID ALTERNATIVE F - FOOTHILL ROAD AND JACKS VALLEY ROAD INTERSECTION GRAVITY SYSTEM**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
F-1	LF	132	8" Sanitary Sewer Main between Sta. 1+00 "D" - Sta. 2+38 "D".	\$ <u>38.00</u>	\$ <u>5,016.00</u>
F-2	EA	1	Sanitary Sewer Drop Manhole No. 300.	\$ <u>2,650.00</u>	\$ <u>2,650.00</u>
F-3	SF	1,700	AC pavement patch within Foothill Road.	\$ <u>6.70</u>	\$ <u>11,390.00</u>
F-4	LF	40	Concrete encasement.	\$ <u>50.00</u>	\$ <u>2,000.00</u>
F-5	LS	1	Construction staking, project layout, and locating existing improvements	\$ <u>2,245.00</u>	\$ <u>2,245.00</u>
TOTAL ALTERNATIVE F				\$ <u>23,351.00</u>	
TOTAL ALTERNATIVE F (Written in words).				<u>Twenty-Three Thousand Three Hundred Fifty-One Dollars and 90 cents</u>	

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**FOOTHILL SEWER PROJECT
 BID ALTERNATIVE G - GRAVITY SEWER EXTENSIONS IN TOWN OF GENOA**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bld Amount
G-1	LF	72	8" Sanitary Sewer Main between Sta. 1+00 "H" - Sta. 1+76 "H".	\$ <u>39.00</u>	\$ <u>2,808.00</u>
G-2	EA	1	Sanitary Sewer Manhole No. 701.	\$ <u>2,140.00</u>	\$ <u>2,140.00</u>
G-3	LF	53	8" Sanitary Sewer Main between Sta. 1+00 "I" - Sta. 1+57 "I".	\$ <u>50.00</u>	\$ <u>2,650.00</u>
G-4	EA	1	Sanitary Sewer Manhole No. 801.	\$ <u>2,300.00</u>	\$ <u>2,300.00</u>
G-5	LF	47	8" Sanitary Sewer Main between Sta. 1+00 "J" - Sta. 1+51 "J".	\$ <u>56.00</u>	\$ <u>2,632.00</u>
G-6	EA	1	Sanitary Sewer Manhole No. 901.	\$ <u>2,100.00</u>	\$ <u>2,100.00</u>
G-7	LF	47	8" Sanitary Sewer Main between Sta. 1+00 "K" - Sta. 1+51 "K".	\$ <u>56.00</u>	\$ <u>2,632.00</u>
G-8	EA	1	Sanitary Sewer Manhole No. 1001.	\$ <u>2,100.00</u>	\$ <u>2,100.00</u>
G-9	SF	5,000	AC pavement patch within Genoa Lane	\$ <u>5.80</u>	\$ <u>29,000.00</u>
G-10	LF	40	Concrete encasement.	\$ <u>50.00</u>	\$ <u>2,000.00</u>
G-11	EA	2	Remove & replace survey monument	\$ <u>190.00</u>	\$ <u>380.00</u>

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**FOOTHILL SEWER PROJECT
 BID SCHEDULE H - SANITARY SEWER LATERALS IN TOWN OF GENOA**

Item No.	Units	Estimated Quantity	Description	Unit Price	Bid Amount
H-1	LF	1,187	4" Sanitary Sewer Lateral.	\$ <u>28.00</u>	\$ <u>33,236.00</u>
H-2	SF	1,550	AC pavement patch at Foothill Road/Genoa Lane.	\$ <u>7.60</u>	\$ <u>11,780.00</u>
H-3	SF	250	Aggregate Base (AB) or Decomposed Granite (DG) roadway, parking or driveway patch.	\$ <u>3.00</u>	\$ <u>750.00</u>
H-4	LF	200	Concrete encasement of sewer lateral	\$ <u>24.00</u>	\$ <u>4,800.00</u>
H-5	EA	4	Remove & replace survey monument	\$ <u>188.00</u>	\$ <u>752.00</u>
H-6	SF	300	AC pavement patch at driveways and parking lots.	\$ <u>6.60</u>	\$ <u>1,980.00</u>
H-7	SF	25	Concrete patch.	\$ <u>24.00</u>	\$ <u>600.00</u>
H-8	LS	1	Construction staking, project layout, and locating existing improvements	\$ <u>4,687.00</u>	\$ <u>4,687.00</u>
TOTAL ALTERNATIVE H				\$ <u>58,585.00</u>	

TOTAL ALTERNATIVE H (Written in words). *Fifty-eight thousand five hundred eighty-five dollars and no cents*



FOOTHILL SEWER PROJECT

Total - Base Bid	\$ 2,877,778.00
Total Alternative A - South Genoa Gravity System	\$ 97,815.00
Total Alternative B - Central Genoa Gravity System	\$ 79,247.00
Total Alternative C - Genoa Lane (West) Gravity System	\$ 95,909.00
Total Alternative D - Nixon Street Gravity System	\$ 14,104.00
Total Alternative E - Jacks Valley Road Gravity System	\$ 28,482.00
Total Alternative F - Foothill Road and Jacks Valley Road Intersection Gravity System	\$ 23,351.00
Total Alternative G - Gravity Sewer Extensions in Town of Genoa	\$ 54,145.00
Total Alternative H - Sanitary Sewer Laterals in Town of Genoa	\$ 58,585.00
Total Base Bid Plus Alternatives A through H	\$ 3,329,416.00

(Total Base Bid Plus Alternatives A through H Written in Words): Three million three hundred twenty-nine thousand four hundred sixteen dollars and no cents

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FOOTHILL SEWER PROJECT

Owner reserves the right to award the contract to Bidder who submits the lowest total Base Bid or the Bidder who submits the lowest total Base Bid plus any combination of Alternate Bid Schedules A through H whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.

CHECK ONE:

- We qualify and claim the Preferential Bidder Status as specified in NRS 338.147, and have attached the appropriate Information in accordance with the requirements of NRS 338.147 as referenced in supplementary Condition 6.09.01.
- We do not qualify for Preferential Bidder Status as specified in NRS. 338.147.

Contractor:

A & K EARLE MOVERS, INC.

Authorized Signature:


Scott R. Hiatt, Vice-President



0514636

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NEVADA STATE CONTRACTORS' BOARD

9020 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89511 (775) 549-1141 FAX (775) 648-1271, INVESTIGATIONS (775) 688-1150
4220 SO. MARYLAND PKWY, SUITE 800, STE 800, LAS VEGAS, NEVADA, 89119, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-18-0004**

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER **24548** ORIGINAL ISSUE DATE: **04/08/1987** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A - GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2001** AND EXPIRES ON **APRIL 30, 2002**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

[Signature]
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE **4/27/01**
FOR MARGI GREIN, EXECUTIVE OFFICER



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

LIST OF SUBCONTRACTORS
(to be submitted after bid opening)

Within two hours after the completion of the opening of the bids, the general contractors who submitted the three lowest bids must provide a list of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which the subcontractor will be paid an amount exceeding one percent of the prime contractor's bid or \$50,000, whichever is greater, and the number of the license issued to the subcontractor, pursuant to NRS chapter 624. If a general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder should state "None" (or similar language stating that no subcontractors need to be listed) in the space below. (Refer to Supplementary Condition 6.09.H.)

<u>Subcontractor/Address/Nevada License No.</u>	<u>Dollar Value and description of work</u>
R.O. ANDERSON Engineering, Inc P.O. Box 2229, MINDEN, NV. 89423	\$24,500.00 / SURVEY
BILLS PAVING DESIGNS #39930 719 B REDWOOD PL., RENO, NV 89502	\$16,464.00 / KEYSTONE WALL
HYDRO TECH, INC. #28504 155 LYON DR, FERNLEY, NV 89408	\$70,350.00 / TELEVISION INSPECTION
THOLL FENCE # 5493A P.O. Box 855, SPARKS, NV 89432	\$4,314.00 / FENCING
SIERRA EROSION CONTROL, INC. #51367 15356 BRUSHWOOD WAY, RENO, NV 89511	\$13,500.00 / REVEGETATION

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BID BOND

BIDDER (Name and Address):

A&K Earth Movers, Inc.
5450 Riggins Court, #4
Reno, NV. 89502

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
11090 White Rock Rd.
Rancho Cordova, CA. 95670

OWNER (Name and Address):

Douglas County Board of Commissioners
1594 Esmeralda Ave.
Minden, NV. 89423

BID

BID DUE DATE: 4/26/01

PROJECT (Brief Description Including Location):
Foothill Sewer Project

BOND

BOND NUMBER: N/A

DATE: (Not later than Bid Due Date): 3/29/01

PENAL SUM: Five percent of amount bid

(Words)

5%

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, Intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause the Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER
A&K Earth Movers, Inc. _____ (Seal)

SURETY
Travelers Casualty and Surety Company of America _____ (Seal)

By: [Signature]
Bidder's Name and Corporate Seal
Signature and Title
SCOTT R. HIATT, VICE-PRESIDENT

By: [Signature]
Surety's Name and Corporate Seal
Signature and Title
(Attach Power of Attorney)
James D. Einerson, Attorney-in-Fact

Attest: [Signature]
Notary Public
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

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- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 2. Default of Bidder shall occur 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 and Contract Documents.
- 3. This obligation shall 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 and Contract 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 by 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 and 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 time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
- 6. No suit or action shall 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 Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notice required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

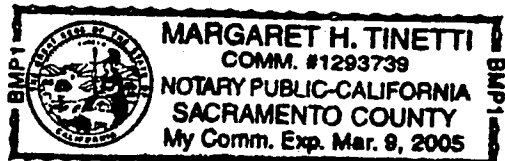
State of California

County of Sacramento

On 3/29/01 before me, Margaret H. Tinetti, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared James D. Einerson
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Margaret H. Tinetti
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **James D. Einerson, of Gold River, California**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 12th day of December 2000.

STATE OF CONNECTICUT

)SS. Hartford

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

COUNTY OF HARTFORD



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 12th day of December, 2000 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault

My commission expires June 30, 2001 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 29 day of March, 2001



By *Kori M Johanson*
Kori M. Johanson
Assistant Secretary, Bond

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**CONSTRUCTION CONTRACTOR'S
QUALIFICATION STATEMENT
FOR ENGINEERED CONSTRUCTION**

Submitted by:

Name of Organization _____ A & K EARTH MOVERS, INC.
Name of Individual _____ SCOTT R. HIATT
Title _____ VICE-PRESIDENT
Address _____ 1200 AUCTION ROAD
_____ P.O. BOX 1059
_____ FALLON, NEVADA 89407-1059
Telephone _____ (775) 825-1636

Submitted to:

Name _____ DOUGLAS COUNTY
Address _____ 1594 EMERALDA AVENUE, ROOM 105
_____ MINDEN, NEVADA 89423
Telephone _____

Project Name and Description (if applicable)

_____ FOOTHILL SEWER PROJECT
_____ FWP-DO-2000-345

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Contractor' General Business Information

Check If:

- Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. **Date and State of Incorporation**

September 2, 1965 - Nevada

b. **List of Executive Officers**

Name

Title

Kenneth P. Hiatt

President

Michael A. Hiatt

Vice-President

K. Bart Hiatt

Vice-President

Scott R. Hiatt

Vice-President

If Partnership:

a. **Date and State of Organization**

b. **Names of Current General Partners**

c. **Type of Partnership**

General Publicly Traded

Limited Other (describe):

If Joint Venture:

a. **Date and State of Organization**

b. **Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)**

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).
2. On Schedule B, attached, list current projects under construction by this organization, (If joint venture, list each participant's projects separately).
3. Name of surety company and name, address, and phone number of agent.

EINERSON SURETY INSURANCE SERVICES/JAMES EINERSON

11350 Huntington Village Lane

Gold River, CA 95670

(916)631-7987

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes No

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes No

If yes, describe circumstances and provide details on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes No

If yes, describe circumstances and provide details on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes No

If yes, describe circumstances and provide details on attachment.

9. Does your organization now have any legal suits or arbitration claims pending or outstanding against it or any officers?

Yes No

If yes, describe circumstances and provide details on attachment.

10. Has your organization had a contract partially or completely terminated for default (cause) within the past five years?

Yes No

If yes, describe circumstances and provide details on attachment.

11. List the licensed categories of work that your company normally performs with its own workforce. General Engineering Class A

12. If required, can your organization provide a bid bond for this project? Yes No

13. What is your approximate total bonding capacity?

- \$500,000 to \$2,000,000
- \$2,000,000 to \$5,000,000
- \$5,000,000 to \$10,000,000
- \$10,000,000 or more

14. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

See Attached Policy

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A & K Earth Movers, Inc.

Policy Manual

Section 4

Safety Policy

COPY

0514636

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A & K Earth Movers, Inc.

Company Safety Policy

I. General Safety Policy Statement

- A. It is the policy of A&K Earth Movers Inc. that accident prevention shall be considered of primary importance in all phases of operation and administration.
- B. It is the intention of the company's top management to create safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.
- C. The prevention of accidents is an objective affecting all levels of the organization and its activities. It is, therefore, a basic requirement that supervisors make the safety of an employee an integral part of their regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.
- D. Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job safely, it is their responsibility to ask a qualified person for assistance.
- E. Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.
- F. Any injury that occurs on the job, even a slight cut or strain, must be reported to the Risk/Safety manager as soon as possible. In no circumstance, except an emergency, should the employee leave a shift without reporting an injury that occurred.
- G. When an employee has an accident, everyone loses – the employee, their family, fellow workers, and the company. Please work safely, it is for the good of everyone.
- H. At no time while operating equipment / vehicles, shall an employee wear headphones attached to a "Walkman" or music playing radios. Employees shall not carry and or use any portable music playing radios, while operating equipment around employees or traffic. There is a considerable added risk of injury caused by the inability to hear horns, backup alarms or shouts from workers on the ground.
- I. The consumption of illegal substances or alcoholic beverages on A&K job sites, A&K properties or in company owned vehicles is expressly prohibited.

II. Implementation and Organization

- A. Risk/Safety Manager
 - 1. The Risk/Safety Manager shall have ultimate responsibility for implementation of safety criteria.

2. The Risk/Safety Manager shall have power to implement and enforce the Company Safety Policy; make additions to the safety criteria; insure that through his representatives all safety guidelines are complied with; and to investigate all accidents for determination of cause and means of future prevention.
3. He shall preside over all safety policy meetings and insure that any additions to the Company Safety Policy are administered.
4. The Risk/Safety Manager in conjunction with other duties shall make field inspections to determine if violations are present. Any violations shall be brought to the attention of the foreman in charge, and noted for further discussions at weekly supervisory meetings.
5. He shall be responsible for the review of all safety record keeping and the review and coordination of accident reports submitted to the Employer's Insurance Company of Nevada. (EICON)
6. He shall be responsible for making sure each foreman is conducting weekly tailgate safety meetings as prescribed by company policy.
7. He shall conduct an independent investigation of all accidents for possible action concerning workman's compensation validity.
8. Risk/Safety Manager will keep both his immediate supervisor and Board of Directors notified of all safety related changes in writing.

B. Safety Committee

1. The committee's purpose is to help upper management plan and maintain a safety program by effectually relating such activities to all personnel.
2. The A&K Safety Committee is composed of members from the shop, field, material sales and office. The selection of these members is the sole responsibility of the Company Risk/Safety Officer, who by the authority of his job description, is the committee chair.
3. The committee will meet no less than once a year or as often as necessary at the convenience of the Company Risk/Safety Officer. Members will be financially compensated for participation at their individual rate of pay.
4. The committee will review accident/injury reports and discuss corrective actions.
5. The committee will review and discuss new or outstanding recommendations, projects, etc.
6. The committee will maintain appropriate records of its activities.
7. The committee will actively participate in safety and health instruction programs and evaluate the effectiveness of such programs.

8. The committee will help plan improvements in existing safety and health rules, procedures and regulations.
9. The committee will recommend suitable hazard elimination or reduction measures.
10. The committee will monitor and evaluate the effectiveness of safety recommendations and improvements.
11. The committee will evaluate the investigation of all work place accidents.
12. The committee will study and analyze accident and injury data.
13. The committee meeting records will be recorded and kept on file at the A&K Fallon office. The A&K Risk/Safety Manager will appoint a recorder for each meeting.

C. Field Foreman

1. The field foreman shall be responsible for the safety of their specific operation.
2. They shall insure that all employees under their jurisdiction are qualified for the work they are performing.
3. They shall see that all needed personal protective equipment is in proper working condition and is in use where required.
4. They shall ensure that all equipment on their job sites is in proper working order. They shall notify Equipment Manager of any equipment safety problems immediately.
5. They shall conduct weekly tailgate safety meetings and submit records of attendance and topics discussed to the Risk/Safety Manager for review.
6. Field foreman failing to comply with safety policies may be subject to disciplinary action (per Standard Personnel Policy section).

D. Individual Employees

1. Each individual employee will be required to attend weekly tailgate safety meetings held the first workday of the week before the start of any work. They should also familiarize themselves with the locations of first aid facilities and emergency procedures; wear all required personal protective equipment applicable to the work they are doing; and work in a safe manner at all times.
2. All employees will be required to participate in HAZCOM training and will be required to sign off that they have participated and agreed to the training.
3. Individual employee failing to comply with safety policies may be subject to disciplinary action (per Standard Personnel Policy section).

E. Requirements of Keeping of Documents for the A&K Safety Programs

1. There are four (4) files repositories for all documentation.
 - Individual Personnel Files. This file should contain any safety-related information pertaining to the individual employee.
 - General Safety Record Files.
 - Public Liability Carrier Claim File.
 - Occupational Injury Carrier Claim File.
2. The following is a summary outline of the General Safety Record file system.
 - Drug, Alcohol and Substance Abuse Testing Program (inclusive of After Care Assistance Program). (Records to be kept by the Human Resources office.)
 - CDL Records (Master records will be kept in the Human Resources office).
 - OSHA (Records to be kept by the Human Resources office).
 - MSHA (Records to be kept by the Human Resources office).
 - HAZCOM (Records to be kept by the Human Resources office).
 - Tailgate Site Safety Meetings (Records to be kept by the Human Resources office).
 - Project Site Safety Inspections (Records to be kept by the Risk/Safety Manager).
 - EICON Personal Injury Investigations (Records to be kept by the Human Resources office).
 - Personal Property Damage Investigations (Records to be kept by the Human Resources office).

III. Accidents

A. Investigation and Reporting

1. All accidents will be investigated by the immediate supervisor of the operation involved, in accordance with the instruction of the Risk/Safety Manager, using the "*Accident Investigation Report*" form.
2. The Risk/Safety Manager will accomplish a follow-up investigation and written report. The total sum of the investigation will be filed at the Fallon office and combined in the annual report to the Board of Directors.

B. Discipline Policy

1. Employees who violate this accident prevention program, company safety rules, regulation procedures, or policies will be disciplined. Each violation will be properly documented using the two (2) part "*Violations of Employee Standards and Practices*" form.
2. Each certificate of violation will be signed by the supervisor and/or the Risk/Safety Manager and the employee. Each violation will be fully described on this form and corrective action will be stated. The original will be placed in the employee's personnel file and the copy will be given to the employee.

3. The bonus dollars from the Safety Bucks Program will be excluded from the employee's paycheck at the end of the month.
4. Any supervisor and or employee receiving a Company Personnel Safety Violation may be subject to time off without pay, to be determined by the Risk/Safety Manager and the employee's direct supervisor.
5. Seriousness and/or frequency of violation may demand termination of employment.

IV. Meetings

A. Special Training Safety Meetings

Training meetings shall be conducted by the Risk/Safety Manager on an as needed schedule. Attendance will be mandatory.

1. The purpose of these meetings will be to discuss any areas of accident exposure, both current and forthcoming. To coordinate safety between employees. To review any safety violations noted during the previous week as well as distribute safety material (i.e. meeting reports, books, signs, posters, first aid kit refills, etc.). In addition, job progress and other job problems will be discussed.
2. Any areas of accident exposure will be discussed thoroughly. Group input shall be strongly encouraged, with recommendations noted for possible future incorporation into the overall safety program. Informal minutes of these meetings will be kept on file for future reference.

B. Weekly Tailgate Safety Meetings

1. Informal weekly tailgate safety meetings will be conducted by each foreman with their entire crew the first work day of the week prior to the start of any work. Notation of topics discussed and attendance shall be taken on forms supplied by A&K Earth Movers Inc. and turned into the Safety Manager. Whenever possible, the Risk/Safety Manager shall attend these meetings in order to reinforce to each employee that the company is devoted to the objective of providing safe, healthful working conditions for all employees.
2. The use of personal protective equipment shall be stressed at each of these meetings.

V. Training and Medical Facilities

- A. Each foreman's pickup truck is to be equipped with a minimum of one 16-unit first aid kit.
- B. Posters will be conspicuously placed near each telephone showing the name and address of the designated physician, ambulance, paramedic rescue department, fire department, police department, and hospital.
- C. Any work operation comprising more the 25 employees, but less than 50 employees, will have a 25-unit first aid kit, located in a designated location known to all employees and readily available to all workers during all work hours.

D. On projects comprising more than 50 employees, one location for the project will be established which will be staffed full-time during working hours and be equipped with two-way radio communication. It will contain the following facilities:

- 25-unit first aid kit.
- Emergency stretcher.
- Posters conspicuously placed near each telephone showing the name and address of the designated physician, ambulance, paramedic rescue department, fire department, police department, and hospital.

VI. Drinking Water and Sanitation

- A. Employees shall supply their own water containers for their own use. A&K will also make drinking water available at the construction site when applicable.
- B. During times of the year when hot weather could lead to salt deficiencies in workers, an adequate supply of buffered salt tablets in sealed containers shall be located in first aid kits.
- C. A minimum of one (1) chemical toilet shall be provided at each work site for each 20 employees working in the area. Each chemical toilet shall be serviced weekly by removal of contents from the job site by a company regularly engaged in this service.

VII. Employee Training and Indoctrination

- A. All new employees will be specifically instructed as to the HAZCOM program, safety precautions, accident reporting, location of first aid facilities, use of personal protective equipment, etc., prior to beginning work. There will be opportunity for continual training at the weekly safety meetings.
- B. Labor dispatching will be done specifically for the job intended. It will be assumed that each employee will be suitably qualified for the operation for which they are hired. The foreman in charge will carefully review previous work experience and spend whatever time is necessary to ascertain new employee's ability to perform their work safely.
- C. Any employee found to be unqualified and performing in an unsafe manner shall be immediately discharged for cause (at the discretion of the foreman).

VIII. Personal Equipment

- A. Work clothing minimums established for the company shall be as follows:
1. Protective footwear shall be worn when and where there is an identified hazard.
 2. Proper outer garment wear shall be worn when and where there is an identified hazard.
- B. The use of personal protective equipment will be mandatory whenever hazards exist which could be considered detrimental to the health and safety of employees. Personal protective equipment for use by employees shall include:

1. **Head protection – Protective headwear will be required at all times (in accordance with the American National Standards Institute Z89.1)**
2. **Eye protection – Any employee subjected to exposure which could result in damage to the eye shall be supplied with appropriate vision protection (conforming to American National Standards Institute Z87.1, 1968). Areas requiring eye and face protection shall include, but are not limited to:**
 - **Employees working in the area of chipping or grinding of metal or concrete;**
 - **Employees working in the area of concrete pouring;**
 - **Employees working in the area where airborne dust contaminant may enter the eye.**
3. **Welders and persons performing oxy-acetylene cutting or welding will be equipped with eye protection appropriate for this specific operation.**

C. Hearing Protection

1. **Any employee subjected to noise levels in excess of the allowable levels listed for exposure duration in Table D-Z of the Federal Register paragraph 1518.52 will be equipped with suitable hearing protection, in accordance with the Federal Register paragraph 1518.101. As necessary, the A&K Safety Manager will conduct audiometric testing.**

D. Respiratory Protection

1. **Employees will be required to wear appropriate respiratory protection when working in areas where harmful dusts or air contaminants exist. In areas where nuisance dust is present, the wearing of respiratory filters will be optional. However, where definite exposure to established detrimental harmful contaminants are present, the wearing of protective equipment will be strictly enforced.**
2. **Where the threshold limit value (TLV) is exceeded for any established detrimental substance, respirators selected specifically to protect the employee from the effects of this contaminant will be provided.**
3. **Areas where the use of respiratory protection will be required on the project and strictly enforced shall include, but are not limited to:**
 - **Sandblasting.**
 - **Cutting or chipping of concrete or metal.**
 - **Cutting or grinding of asbestos.**
 - **Handling or application of toxic or harmful materials.**
4. **The A&K Risk/Safety Manager is the coordinator for the Respiratory Protection Program. All respirator use will be under the direction of the Risk/Safety Manager.**
5. **The A&K Respiratory Protection Program is on file in the Fallon office and is available to each employee.**

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IX. Fire Protection

- A. Every A&K Earth Movers Inc. vehicle on the project shall be equipped with a fire extinguisher (2-ABC rating minimum) or multi-purpose type fire extinguisher.
- B. Fuel service trucks shall be equipped with at least one (1) fire extinguisher having a rating not less than 20-B.
- C. Fuel storage tanks shall be located in an area graded so to divert any spilled liquids away from buildings and inhabited areas. Fuel storage tanks or vessels shall be surrounded by an earthen berm forming a reservoir capable of holding the entire contents of the vessel should rupture occur. A portable fire extinguisher having a 20-B:C rating minimum shall be located not less than 25 feet nor more than 75 feet from any flammable liquid storage vessel and shall be plainly marked for easy identification.
- D. Any area used for storage and dispensing of flammable liquids shall be conspicuously marked as a non-smoking area.
- E. In any location where gas cutting or welding is being performed, a 2-ABC rated fire extinguisher shall be immediately available.
- F. Any rags containing flammable materials (i.e. gasoline, oil, grease, paint, etc.) will not be allowed to accumulate in areas where spontaneous combustion could occur. All such rags shall be deposited in tightly closed metal containers designed for that purpose.
- G. The foreman shall ensure site specific fire extinguishers are checked, logged, and maintained monthly, as a minimum.
- H. It is the responsibility of drivers of equipment supplied with fire extinguishers to ensure the extinguishers are in operable condition on a daily basis.
- I. Use of fire extinguishers will be accomplished at weekly field safety meetings.

X. Trench Safety

- A. Excavation 0' – 5'
 - 1. Trench excavation 0' – 5' in depth will not be required to have additional shoring, provided that all trees, boulders and other encumbrances in danger of falling into the excavation have been removed. No mechanized equipment causing ground vibrations have been allowed in the area. The soil condition has been inspected and classified "stable" by supervision, and the walls have been effectively scaled to remove all loose rocks or other dangerous materials that could injure employees should they break loose and fall.
 - 2. An effective means of entrance and exit will be located as required along the trench.
 - 3. Should the materials be classified as unstable or running, the trench shall be excavated with slopes to the angle of the repose before employees shall be allowed to enter the trench.

B. Excavation in excess of 5' in depth

In areas where the excavation exceeds 5' in depth, employee protection shall be accomplished by one of the following methods:

1. sloping excavation to the angle of repose and scaling slopes to remove dangerous overhanging materials.
2. the use of movable trench shield designed specifically for this purpose.
3. Trench sheeting or bracing meeting accepted engineering requirements. Design considerations shall also include provisions for additional loading imposed by ground water, surcharge (caused by buildings, equipment, and excavated soil materials), and any vibration caused by moving equipment. Materials used for sheeting, cribbing, bracing, shoring, and underpinning shall be of good, serviceable condition. All timbers shall be sound and free from loose knots, and other detrimental imperfections affecting structural integrity of the material.
4. Sheet piling – using interlocking face sheeting driven from the surface level with equipment specifically designed for this purpose.
5. Any combination of the above methods used concurrently to prevent the possibility of earth failure.

C. Ground surfaces shall be frequently inspected by the supervisor for any shift in ground strata, which could indicate eccentric or point loading on the ground restraint system. Any ground shift detected shall constitute cause for evacuation of employees from the excavation until the system is certified safe for employees to re-enter the excavation.

1. Positive means of evacuation shall be established by the supervisor as required along the excavation using good construction safety practices.
2. Evacuation procedures shall be established by the supervisor in advance to prevent panic in case of an emergency.
3. The use of gas cutting or welding equipment or internal combustion engines shall be prohibited in deep excavations unless ventilation is sufficient to prohibit the accumulation of carbon monoxide gas. Should any flammable gas (methane) pockets be encountered during excavation, electrical or internal combustion engines shall be immediately turned off. All smoking material extinguished. All employees evacuated to an area away from the source until the extent of the pocket is determined, the remaining gas removed, and the leak checked and exhausted.

D. Training will be accomplished at the weekly field safety meetings regarding soil types and trench safety.

XI. Structural Safety

A. Incidental to pipeline work, numerous in-line structures will be encountered. Below is a list of safety considerations applying to structure operations.

1. Scaffolding

- a. Scaffolding shall be designed to support a minimum of four times the maximum intended load. Any scaffold exceeding the ten feet in height and intended to support employees shall be reviewed by the Safety Manager or his designated representative to determine structural compliance.
- b. Any scaffold component damaged during or after erection shall be immediately removed from service.
- c. Footings for the scaffold will be a sound, level surface, free from groundwater or other objectionable conditions that could reduce or alter the supportive capability of the material.
- d. Scaffold platforms more than 10 feet above the ground shall be equipped with guardrails and toeboards on all open sides.
- e. Where persons are required to work or pass below the scaffolding, a mesh screen shall be installed between toeboards and midrail to prevent persons from inadvertently dropping or knocking objects from the scaffold platform onto persons below.
- f. Scaffold planking shall be 2" x 10" nominal #1 material with supports spaced 8' O.C. maximum. Planking shall be overlapped 12" minimum at joints.
- g. Only scaffold support brackets manufactured or job built brackets as approved by an engineer will be allowed.

2. Ladders

- a. Ladders used for access to scaffolds shall be of approved type, and shall extend 36" above the scaffold platform with rungs removed above the landing to allow passing between side rails. Ladders shall be securely anchored at the top to prevent displacement. Scaffold guardrails shall extend close enough to the ladder side rails to prevent employee passage between the guardrail and the ladder.
- b. Any person ascending or descending the ladder will do so facing the ladder.
- c. No employee shall attempt to climb the ladder carrying any object preventing the free use of both hands.
- d. Scrap lumber and other debris shall be kept clear of all walkways and passageways. During form stripping, all protruding nails shall be removed or bent over to prevent the possibility of injury. Scrap lumber will not be allowed to accumulate and shall regularly be removed to an approved disposal area.

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XII. Crane and Rigging

- A. Incidental to structural and pipeline work, the use of cranes, derricks, and lifting devices will possibly be employed. Below is a list of specific safety considerations affecting cranes and their use.
1. The use of any crane, derrick, or lifting mechanism shall be done in strict accordance with the manufacturer's recommendations.
 2. All lifting equipment shall be inspected daily prior to operation. Any worn or damaged parts affecting the capacity of the machine shall be replaced or corrected before putting the machine in service.
 3. Slings and chokers shall undergo daily inspections for damage affecting the capacity. Any sling or choker found to be damaged shall be immediately removed from service.
 4. Upon arrival to the job site, all cranes shall undergo inspection by the field foreman to determine the following:
 - a. all signs, warning placards, load charts, signal illustrations, and high voltage warning placards are in place and readable.
 - b. fire extinguishers are mounted in accessible locations and currently certified.
 - c. operator is in possession of valid medical certification, as required.
 4. Only one (1) employee familiar to the operator shall be designated to signal the crane movement. On "blind picks", this person shall position themselves in such that they are visible in all directions to the crane operator. In no case will more than one (1) person be allowed to give conflicting signals that could tend to confuse operations and possibly lead to an accident.

XIII. Power Tools and Compressors

- A. All portable power tools shall be protected by an approved system of double insulation.
- B. All non-current carrying metal parts of portable plug-connected equipment shall be grounded.
- C. Any ground electrodes shall have resistance to ground (not to exceed 25/ ohms).
- D. Extension cords for 100-volt service shall be three-wire with established plug connectors of an approved type. An effective plug system shall be established to specify varying plug types to illuminate interchangeability between voltage and amperage levels. Multi-phase or high cycle plugs will be of four-connector types.
- E. Any plug connectors or extension cord wiring showing wear or damage shall be immediately removed from service until corrected.
- F. Under no condition shall plug ends be modified or altered to allow their use in any multiple plug type situations.

- G. All circuits shall be effectively protected by an approved ground-fault interrupter system.
- H. All temporary lighting shall be equipped with an approved guard to prevent contact with the bulb or the filament.
- I. Compressor outlets shall be equipped with positive shutdown to interrupt airflow should any sudden decrease line pressure occur due to hose failure.
- J. Pneumatic hoses shall be positively coupled and secured to prevent accidental disconnection.
- K. Pneumatic chipping hammers shall be equipped with tool retainer clips to prevent accidental tool expulsion.
- L. Any tool (electric or pneumatic) failing to work properly shall be immediately removed from service until repaired.

XIV. Lock-Out and Tag-Out Plan and Procedure for Gravel and Hot Plant Operations

- A. This plan will be followed by any employee who works on or around the gravel and hot plant operations.
- B. Every employee will be instructed by the supervisor in charge of each of these operations. Any problems or discrepancies in the procedure will be brought to the attention of the supervisor and Risk/Safety Manger immediately.
- C. Before any work can be done on mechanical or electrically operated equipment, the employee shall notify the supervisor in charge.
 1. The main breaker switch shall be shut off and locked out with a lock-out devise.
 2. Key issued for each padlock. Each employee working on the equipment must lock their own padlock onto the lock-out devise and keep the key in their possession.
 3. The lock-out device cannot be removed until all padlocks are unlocked and removed. Each employee must remove their own assigned padlock as they complete their work.
 4. The last employee to remove their padlock must notify the supervisor that all repairs have been made. The supervisor will check to make sure all employees are clear, then instruct the Plant Operator to resume operation.
 5. AT NO TIME will the Plant Operator resume operation until all employees have been accounted for. NO EXCEPTIONS!

XV. Confined Space Entry Definition and Procedures

- A. A confined space is an enclosed area where the primary function is something other than human occupancy. It has restricted entry and exit and may contain potential hazards, such as low oxygen, flammables, toxic atmosphere, and poor ventilation.
 1. Examples are tanks, vaults, manholes, tunnels, etc.

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B. Basic rules for confined space entry are:

1. planning of entry and establishing time and date of work to be done.
2. testing of atmosphere.
3. training personnel for emergency procedures.
4. lock-out, if applicable.
5. standby and lookout persons.
6. tools and equipment.
7. entry permits.
8. monitoring of atmosphere.
9. record Keeping.

C. In the event you must enter a confined space, follow the procedures below.

1. Supervisor to plan the entry and notify the Risk/Safety Manager at least 48 hours in advance of entry.
2. Testing of the atmosphere will be done by qualified person.
 - Oxygen – acceptable is 19.5% to 23.5%.
 - Flammables, combustibles, explosives – acceptable is less than 10% LEL.
 - Testing for toxins.
3. The supervisor with cooperation from the Safety Manager will take proper precautions to train for the following:
 - proper ventilation.
 - emergency procedures.
 - rescue plan and equipment.
 - applicable safety equipment.
 - assign a lookout and watchdog person(s).
 - have necessary tools and equipment on hand.
4. When the above items have been completed, an entry permit will be completed and issued by the supervisor or Safety Manager. Only after that permit is issued, will any employee be allowed to enter the confined space.

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PROCEDURES FOR REPORTING EQUIPMENT PROBLEMS

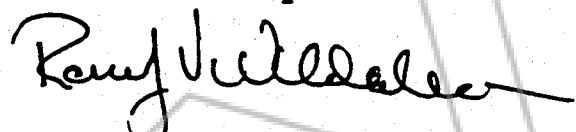
1. Operators must conduct a thorough pre-operational inspection of equipment **PRIOR** to shift or start-up of machine or vehicle. Pre-operation inspection forms will be provided by A & K Earth Movers.
2. Operators will document any defects or problems on the pre-operation forms, then signing and dating forms.
3. Pre-operation forms will be turned into the immediate foreman or supervisor for review.
4. If a problem exists with equipment or vehicle, the immediate foreman or supervisor will make a field inspection and take appropriate action. If a safety concern exists, then the machine or vehicle may be **red-tagged** immediately by the foreman.
5. The immediate foreman or supervisor will fill out an Equipment Problem Report documenting the date, job number, equipment number, hour meter reading, and brief explanation of the problems. Foreman and operator will sign this form. Maintenance and Aggregate superintendents will be contacted and copies of repair orders will be furnished for review. Original report will be sent to the Shop Office for necessary repairs.
6. Repairs will be documented and signed off by the mechanic assigned. If it is necessary to operate machine or vehicle for a duration of time before repairs can be made, then instructions for operating machinery or vehicle must be documented and signed by maintenance on the repair order. Copies will be provided for the Plant Operation Offices and for the Shop. In the event of a **red-tagged** situation, the equipment or vehicle involved **WILL NOT** be operated until the repair has been made and it is determined to be safe to operate. Safety warning tape may only be removed, or instructed to be removed, by maintenance personnel.

XVI. Conclusion

- A. A&K Earth Movers Inc., through the years of experience, has found that the best means to successfully accomplish work is by strict adherence to established safety criteria. Accidents and the resulting personal injuries delay aggressive work operations, result in non-recoverable schedule losses, delay project completion, cause needless personal suffering and monetary losses for repairs and/or equipment replacement.
- B. It is the sincere objective of A&K Earth Movers Inc.'s management to conduct all work in a safe manner and prevent losses to employees or A&K Earth Movers, Inc. through accidents.
- C. We, and all A&K employees are dedicated to maintaining a safe work place. As the A&K company Risk/Safety Manager, I wish to solicit your future assistance in helping with this goal. If, at any time, you have a concern, please notify me, either through communicating with your direct supervisor or call me at the office (775) 423-6085 or at home (775) 867-4685.
- D. Violation of A&K Company Personnel and Safety Policy will result in a written citation and the citation will be placed in the employee's personnel file.

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- E. It is not an acceptable practice by the Occupational Safety and Health Administration (OSHA), Employers Insurance Company of Nevada (EICON) or A & K Earth Movers, Inc., to use radio headphones while operating equipment, or at any time working on job sites. At no time while operating equipment/vehicles shall an employee wear headphones attached to a "Walkman" or music playing radios, carry and or use any portable music playing radios while around employees or traffic. The considerable risk of accidents and injury are greatly increased by the operator using such devices due to limited hearing and attention from increased noise levels.



Randy Wildhaber
Safety Manager/Risk Management
A&K Earth Movers Inc.

Confined Space Entry Permit

Date: _____

Time: _____

Location of space or vessel: _____

Purpose for entering space or vessel: _____

Employees Performing Work

Company Employees	Time In	Time Out	Non-company Employees	Time In	Time Out

Precautions	Yes	No	Protective Equipment	Yes	No
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Employee qualified
 Safety observer
 Space/vessel clean
 Safe for entry
 Periodic/cont. monitoring req
 Lines to vessel
 blanked/disconnected
 Lock out devises
 Safety Lights
 Communication Devices

Belt/harness life line
 Breathing apparatus
 Warning signs
 Protective gear
 Rescue gear on hand
 Miscellaneous equipment

Name of Safety Observer
 Miscellaneous precautions

Issued By

Date

Section Manager

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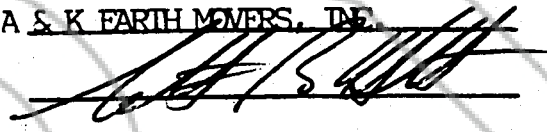
15. Furnish the following information with respect to an accredited banking institution familiar with your organization.

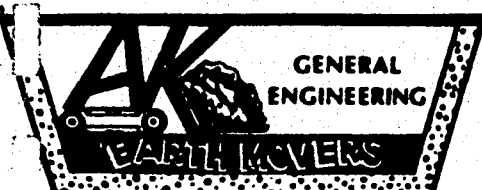
Name of Bank SEE ATTACHED
Address _____

Account Manager _____
Telephone _____

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

A & K EARTH MOVERS, INC.

By: 
Title: Scott R. Hiatt, Vice-President
Dated: April 26, 2001



CREDIT APPLICATION INFORMATION

A & K EARTH MOVERS, INC.
1200 AUCTION ROAD • P.O. BOX 1059
FALLON, NEVADA 89407
(775) 423-6085 • FAX (775) 423-8410

Type of business: General Engineering Contractor Business started: 01/01/57

License Numbers: California - 339463 ~ Idaho - 5103-AAA-1-2
Nevada -24548 ~ Oregon - 64492 ~ Utah - 89-249288-5501

Federal ID Number: 88-0097157 Dun & Bradstreet: 04 -132-2256 Rating: 3A3

Nevada Sales Tax Exemption Number: [REDACTED] (out of state vendors only)

Number of Employees: 120 average Incorporated: Nevada 09/02/65

Principals:

President: Kenneth P. Hiatt Social Security #: [REDACTED]4290
3305 Lone Tree Road Phone number: (775)423-2382
Fallon, NV 89406

Vice-President: K. Bart Hiatt Social Security #: [REDACTED]0688
5544 River's Edge Drive Phone number: (775)423-3337
Fallon, NV 89406

Vice-President: Michael A. Hiatt Social Security #: [REDACTED]0690
5700 River's Edge Drive Phone number: (775)867-3369
Fallon, NV 89406

Vice-President: Scott R. Hiatt Social Security #: [REDACTED]0689
5827 Sepia Court Phone number: (775)673-6763
Sun Valley, NV 89433

Secretary/
Treasurer: Michael J. Nicholls Social Security #: [REDACTED]6042
3250 Schurz Highway Phone number: (775)423-5774
Fallon, NV 89406

Bonding Company/Agent: F&D Insurance/James Einerson~ Einerson Surety Insurance Services
11350 Huntington Village
Rancho Corodva, CA 95670 Phone number: (916)631-7987

Bank: Colonial Bank Account number: 1120-03454
P.O. Box 1799 Contact: Ken McConwell
Fallon, NV 89407 Phone number: (775) 423-1484

ALL PURCHASES
REQUIRE A COMPANY
PURCHASE ORDER!

Credit / Business References:

Truck Parts & Equipment Corp.
P.O. Box 1624
Sparks, NV 89432-1624
Phone: (775) 359-8840

Cashman Equipment Co.
P.O. Box 7520
Sparks, NV 89431
Phone: (775) 358-5111

Motor Supply Company
P.O. Box 1266
Fallon, NV 89407-1266
Phone: (775) 423-3104

Western Nevada Supply Co.
950 South Rock Blvd.
Sparks, NV 89431
Phone: (775) 359-5800

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Schedule A -- List of Major Engineered Construction Projects Completed in the Past Five (5) Years

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact & Address & Phone
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SEE ATTACHED

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PROJECT EXPERIENCE

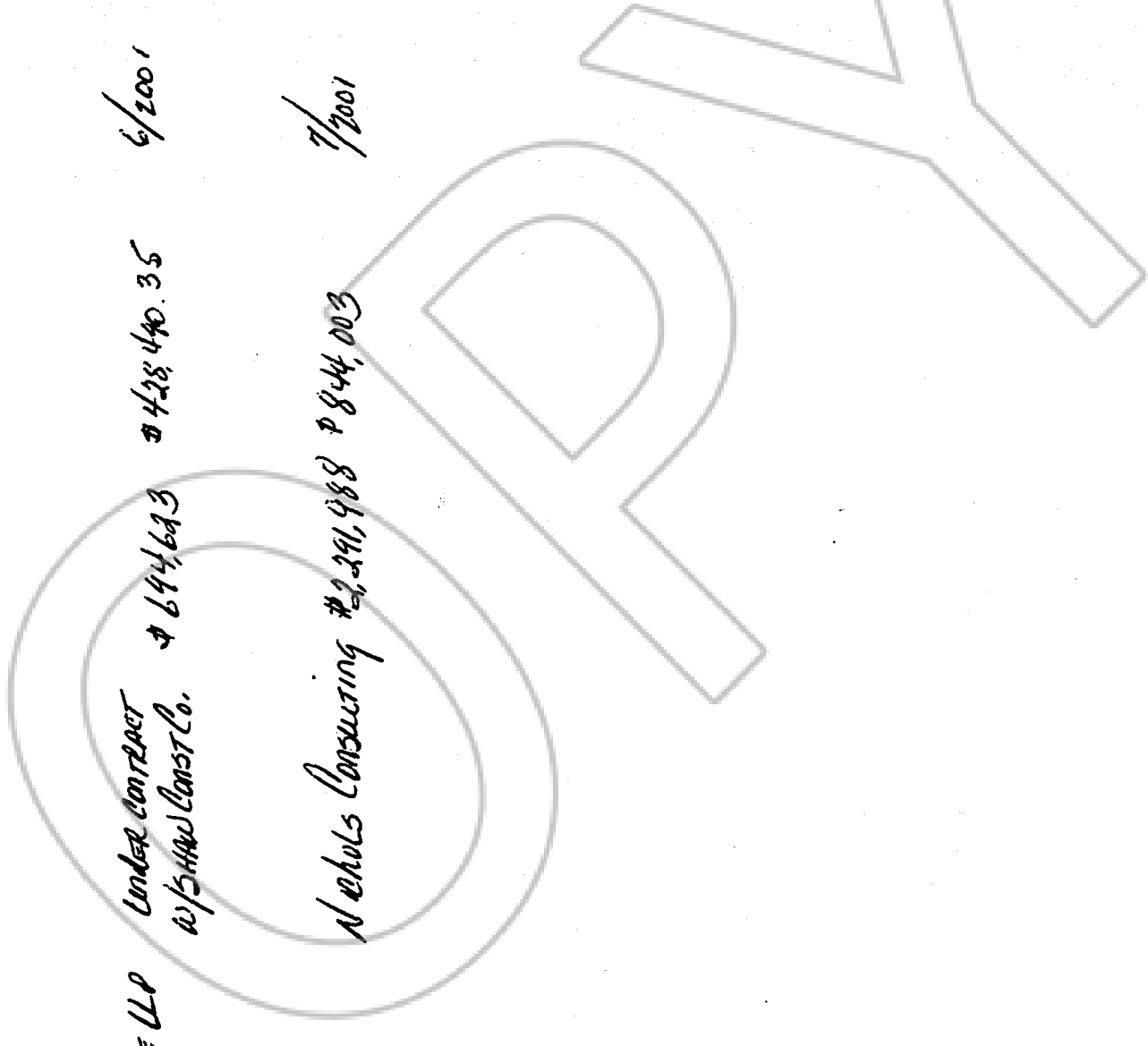
Section 3 – Waterline and Sewerline Projects

YEAR	PROJECT NAME AND DESCRIPTION	CONTRACT AMOUNT	NAME/ADDRESS OF OWNER/CONTACT NAME
JOB #60025 2000	SOUTH TRUCKEE MEADOWS Reno, NV Construction of the STWRF waste Activated sludge force main pursuant to The agreement.	\$781,187.00	Washoe County Water Resource 4930 Energy Way Reno, NV 89502
JOB #69939 1999	SILVER SPRINGS SEWER I & II Silver Springs, NV Silver Springs water reclamation facility And sanitary sewer collection systems Project schedule B-I and B-II.	\$2,627,161.00	Silver Springs Improvement 31 S. Maine St. Yerington, NV 89447
JOB #59822 1998	LEMMON VALLEY PROJECT #2 Reno, NV Clear & Grub, Place Type II base & Riprap, install water line, main & valves, Storm drains, hydrants, paving, slurry seal And traffic control.	\$441,114.00	Washoe County Utilities 4930 Energy Way Reno, NV 89502
JOB #39708 1997	PYRAMID WAY 30" WATER EXTENSION, Sparks, Nevada Install approximately 2,800 LF of 30" D. I. Water pipe, polyethylene sleeve along Pyramid Way from "H" Street to Richards Way.	\$287,032.50	Sierra Pacific Power Company PO Box 10100 Reno, Nevada 89520 Scott Estes (702) 689-4031
JOB #2547 1997	TUNNEL DITCH PIPELINE - West Walker River, Lyon County, Nevada Clearing, stripping, rockfill, installation of pipe, fill, rip-rap, cleanup to repair flood damage	\$262,324.71	Tunnel Ditch Company 984 Highway 208 Yerington, Nevada 89447 Robert Cooper (702) 463-3040
JOB #2507		\$912,533.00	

1996	WINGFIELD COMMON AREA WATERMAIN, Reno, Nevada Water main improvements including, but not limited to: trench and backfill 9,563 LF, 430 LF 24" DI water pipe, 3,355 LF 20" DI water pipe, 2,513 LF 16" DI water pipe, 2,185 LF 12" C900 pipe, 505 LF 10" C900 pipe, 575 LF of 8" C900 pipe and appurtenances.	Loeb Enterprises, LLC 7755 Spanish Springs Rd. Sparks, Nevada 89436 Jim Davenport (702) 626-6500
JOB	#2482	\$270,000.00
1995	KINGSTON WATERMAIN, Kingston, Nevada Waterline installation.	Kingston Town Board Lander County HC 65, Box 130 Austin, Nevada
JOB	#2443	\$562,265.00
1995	JETWAY CHEVROLET CAR DEALERSHIP, Fallon, Nevada Excavation, Type II Base, waterline and sewer line installation, paving.	Jetway Chevrolet 700 Smithridge, #203 Reno, Nevada Don Lonergan
JOB	#2459	\$50,738.00
1994	PANTHER VALLEY WATERLINE, Reno, Nevada Excavation, trenching, backfilling, compaction, watermain and watermain services, fire hydrants, hot taps, temporary street patch.	Panther Valley Water Users Assoc. 1895 Carolyn Way Reno, Nevada 89506 Bill Layton
JOB	#2405	\$54,525.00
1994	WATERLINE FOR OMOHUNDRO, Minden, Nevada Excavate, install waterline, backfill.	Arthur E. Hall c/o Omohundro Co. 960 W. 16th St. Costa Mesa, CA 92627
JOB	#2432	\$98,269.00
1994	MAIN STREET WATERLINE, Fallon, Nevada Trench, install ductile pipe, backfill, remove and install fire hydrants, trench and install PVC pipe, backfill, water services, pavement patching.	City of Fallon c/o City Clerk 55 W. Williams Fallon, Nevada 89406 Larry White (702) 423-5104
JOB	#2393	\$175,958.00
1993	CHURCHILL COUNTY SCHOOL DISTRICT - WATER SOURCE IMPROVEMENT/SITE GRADING Clear, grub and excavate, import backfill, finish grade, establish flow	Churchill County School District 545 E. Richards Fallon, Nevada 89406 (702) 423-5184

Schedule B - List of Current Projects Under Construction

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Scheduled Completion	Reference/Contact & Address & Phone
451R CONS.D. #2 REESE RIVER, NV. BRIDGE CONSTRUCTION	YONAH SHOSHONE INDIAN RESERVATION	DUGGAL OF INDIAN AFFAIRS	\$ 1,569,500.00	\$ 644,123.37	5/2001	KARL BEAKS AUSTIN, NV
LAINEE ONE LLP SITEWORK - RENO, NV.	LAINEE ONE LLP	UNDER CONTRACT w/ SHAW CONST CO.	\$ 644,643	\$ 428,440.35	6/2001	SHAW CONSTRUCTION (775) 865-0800
W. ZOLEZZI LANE RECONT. RENO, NV.	RTC	NEHOLS CONSULTING	\$ 2,291,988	\$ 844,003	7/2001	RTC (775) 348-0170



Schedule C - Construction Experience of Principal Individuals Involved in Construction Operations

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction
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A & K EARTH MOVERS, INC.

RESUME

A & K Earth Movers, Inc. has been in business since 1957 as a General Engineering Contractor and Subcontractor. We specialize in general engineering construction on projects which include excavation, underground utilities, sitework, subdivisions, paving, pump stations, structural concrete, mining leach pads, gravel and sand material production.

Incorporated in Nevada in 1965, our Corporate Officers are:

Kenneth P. "Kelly" Hiatt	President
Michael A. Hiatt	Vice President
K. Bart Hiatt	Vice President/General Manager
Scott R. Hiatt	Vice President
Michael J. Nichols	Secretary/Treasurer

The Principals of our organization have a full range of construction backgrounds:

Kenneth "Kelly" P. Hiatt: President, has been in the construction business since 1957. Kelly was the founder and an original partner of A & K Earth Movers. When he bought out his partner and incorporated in 1965, he expanded operations from agricultural contracting to include mining, commercial and residential developments and government and public works projects.

K. Bart Hiatt: General Manager, has been in the construction business since 1973 with A & K Earth Movers, Inc. Bart is responsible for the general management of the company.

Michael A. Hiatt: Project Manager, has been in the construction industry since 1972, all with A & K Earth Movers, Inc. Mike coordinates between the scheduling of all equipment and personnel between job Superintendents.

Scott R. Hiatt: Chief Engineer, has been with A & K Earth Movers, Inc. since 1975. Scott and the Project Managers/Engineers from his staff work with the Superintendents from contract initiation through job completion.

Michael J. Nicholls – Chief Financial officer has over eight years experience in Accounting/Construction Management. In addition, he was a Commercial Banker for eight years.

A & K Earth Movers, Inc. has the following Contractor's Licenses:

- Nevada Contractor's License Number - 24548, Class A, Unlimited
- Nevada Contractor's License Number - 31077, Class B
- California Contractor's License Number - 339463
- Utah Contractor's License Number - 89-249288-5501
- Idaho Contractor's License Number - 10603-AAA-1-2
- Oregon Contractor's License Number - 64492
- Arizona Contractor's License Number - 092224

A & K Earth Movers' main office is located at 1200 Auction Road in Fallon, Nevada, with a branch office in Reno, at 5450 Riggins Court, Ste. #4.

We operate the following construction aggregate material sources: Russell Pass Pit, Fallon, Nevada; Bella Vista Pit, Reno, Nevada; Dayton Pit, Dayton, Nevada. We currently produce asphalt out of our Hot Plant located in Fallon, Nevada. This plant has mobile capabilities and can be relocated to remote or large projects.

A & K has a bonding capacity in excess of seventeen million dollars. Our bonding agent is James Einerson of Einerson Surety Insurance Services. His address is 11350 Huntington Village Lane, Gold River CA 95670. His phone number is (916) 631-7987.

Our banking reference is John Donovan, Chief Executive Officer of Colonial Bank, 200 S. Maine Street, Fallon, Nv. 89406. He may be reached at the following phone number (702) 423-7081.

We do not operate under any labor agreements at this time. We are an Equal Opportunity Employer and have previously performed work and met all reporting requirements for equal opportunity and certified (Davis-Bacon) wage scale reporting. We have a work force of 100-250 employees, depending on our work load. Most of our employees have been with the company in excess of 5 years.

Listed on the following pages are some of the projects we have completed in the last few years, as well as letters of reference we have received. If you would like any additional information, please feel free to call on us. We look forward to the opportunity of doing business with your firm.

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2001 MAY 23 AM 11:06

LINDA SLATER
RECORDER

\$ PAID Ke DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 22 2001 **SEAL**
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy

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