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

2004 OCT 19 PM 2:06

WERNER CHRISTEN
RECORDER

\$ 0 PAID KJ DEPUTY

Assessor's Parcel Number: N/A

Date: OCTOBER 18, 2004

Recording Requested By:

✓ Name: JIM BRASWELL/MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2004.224

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

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Table of Contents

DIVISION I - CONTRACT AND BID DOCUMENTS

INVITATION & BID & CONTRACT
INSTRUCTIONS TO BIDDERS
BID FORM
BID BOND

DIVISION II - FAA REQUIRED PROVISIONS

Section 1 Requirements for Bids for AIP Contracts
Section 2 Standard Federal Contract Clauses and Requirements
for Construction Contracts
Section 3 Standard Federal EEO Requirements
Section 4 Requirements Under the DBE Program
Section 5 Wage Rates
Exhibit 5A – Federal Wage Rates
Exhibit 5B – State Wage Rates

DIVISION III - GENERAL CONDITIONS

Article 1 Definitions and Terminology
Article 2 Preliminary Matters
Article 3 Contract Documents: Intent, Amending, Reuse
Article 4 Availability of Lands; Subsurface and Physical Conditions; Reference Points
Article 5 Bonds and Insurance
Article 6 Contractor's Responsibilities
Article 7 Other Work
Article 8 Douglas County's Responsibilities
Article 9 Engineer's Status During Construction
Article 10 Changes in the Work; Claims
Article 11 Cost of the Work; Cash Allowances; Unit Price Work
Article 12 Change of Contract Price; Change of Contract Times
Article 13 Tests and Inspections; Correction, Removal or Acceptance of Defective Work
Article 14 Payments to Contractor and Completion
Article 15 Suspension of Work and Termination
Article 16 Dispute Resolution
Article 17 Miscellaneous

Appendix A Sample Forms:
Notice of Award
Construction Performance Bond
Construction Payment Bond
DBE Letter of Intent
Notice to Proceed
Application for Payment
Field Order
Change Order
Non-Compliance Notice
Notice of Intent to Assess Liquidated Damages
Certificate of Substantial Completion
Final Waiver of Lien
Work Change Directive
Release of Final Payment
Consent of Surety for Final Payment

Barbara Reed
BARBARA REED
CLERK
COUNTY

2004 OCT 11 AM 8:03

NO. 2004-224

FILED

Table of Contents

DIVISION IV - SPECIAL PROVISIONS FOR AIRPORT CONSTRUCTION

- Section 1 Special Provisions for Airport Construction
Appendix A - Notice of Intent

DIVISION V - TECHNICAL SPECIFICATIONS

- Section 1 Mobilization
Section 2 Earthwork and Site Preparation, Item P-152
Section 3 Pavement Cold-Milling, Pulverization, and Recycling
Section 4 Crushed Aggregate Base Course, Item P-209
Section 5 Bituminous Prime Coat, Item P-602
Section 6 Cement-Treated Subgrade, Item P-155A
Section 7 Asphalt Concrete, Item P-401
Section 8 Miscellaneous Drainage Facilities, Item D-754
Section 9 Pavement Marking, Signage, and Traffic Control Devices, Item P-620
Section 10 Taxiway Markers
Section 11 Chain-Link Fences and Gates, Item F-162
Section 12 Field Fence with Steel Posts
Section 13 Dust Control, Erosion Control, and Revegetation

These SPECIFICATIONS have been prepared by Mead & Hunt, Inc., 707 Aviation Boulevard, Santa Rosa, California 95403, (707) 526-5010, a State of Nevada licensed civil engineering consultant, for Douglas County, Nevada.

Division I

Contract and Bid Documents

COPY

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**INVITATION & BID
& CONTRACT**
DOUGLAS COUNTY
PURCHASING DEPARTMENT
P.O. Box 218
1616 8th St.
Minden, NV 89423
(775) 782-9051
(12/03)

Bid #: **04-10**
Release Date: _____
Page _____
Comm. Ord. # _____
Requisition # _____
Dept. _____
Surety _____
Opening Time **10:00 a.m.**
Opening Date **Sept. 7, 2004**

SUBMISSION DATE/TIME:

Sealed Bids will be accepted until **10:00 a.m.**
on **September 7, 2004**
at 1616 8th Street, Minden, NV 89423

ALL PRICES F.O.B. DESTINATION

James E. Keenan
Purchasing and Contracts Administrator

For further information contact: Richard Lichau, Mead & Hunt, Inc.

Copies of the Bid may be obtained from Mead & Hunt, Inc., 707 Aviation Boulevard, Santa Rosa, California 95403; phone (707) 526-5010, between the hours of 9:00 A.M. and 4:00 P.M. The non-refundable fee for the Bid Documents is **\$100.00**.

Sealed bids for the construction of Airport Improvements will be reviewed at the Minden-Tahoe Airport Administration Office, 1146 Airport Road, Minden, NV 89423, until 10:00 A.M., Sept. 7, 2004, and then will be publicly opened and read. The work contemplated consists of the following:

- Taxiway D Reconstruction
- Gates and Fencing
- Bliss Road Extension

The Prevailing Wage Rate as established by the State Labor Commission, or Federal Wage Rates, whichever are higher, shall be paid on projects of \$100,000 or more. The State Labor Commissioner has assigned Public Works Project Number ~~DO-2004-281~~ to this PROJECT. Note any requirements to pay Zone Rates as part of the prevailing wage. ³³⁶

In addition to the TERMS AND CONDITIONS OF THE INVITATION AND BID, the Bid is to be submitted in accordance with any and all attached INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND CONDITIONS.

The Bid must be submitted on the original bid forms IBC-1 through IBC-10 and BF-1 through BF-17 in one (1) complete copy.

The proposed CONTRACT is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.

The EEO requirements, labor provisions, and Federal and State wage rates are included in the SPECIFICATIONS and Bid Documents. All labor on the PROJECT shall be paid not less than the higher of the two wage rates. Each bidder must complete, sign, and furnish with his bid the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Nonsegregated Facilities", and the "Assurance of Disadvantaged Business Enterprise Participation" as contained in the Bid Proposal.

To be eligible for award, each BIDDER must comply with the affirmative action requirements which are contained in the SPECIFICATIONS. A contractor having fifty (50) or more employees and his subcontractors having fifty (50) or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the SPECIFICATIONS.

IBC-1

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Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

The BIDDER shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract ten percent (10%) of the dollar value of the prime CONTRACT to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the BIDDER for this solicitation qualifies as a DBE, the CONTRACT goal shall be deemed to have been met. The apparent successful competitor will be required to submit information concerning the DBEs that will participate in this CONTRACT. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the CONTRACT. If the BIDDER fails to achieve the CONTRACT goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive.

The successful BIDDER shall file with the COUNTY, at the time of execution of the CONTRACT, a Performance Bond along with a Payment Bond (Labor and Material), each for one hundred percent (100%) of the CONTRACT price. Said bonds shall be with a surety company authorized and licensed to do business within the State of Nevada in accordance with the laws and statutes of the State of Nevada providing for bonding public works projects. Performance and labor bonds must be countersigned by an insurance agent who is a resident of the State of Nevada.

Each Bid must be accompanied by a certified check, cashier's check, or bid bond payable to Douglas County, in an amount not less than ten percent (10%) of the amount bid. This check or bond shall be given as a guarantee that the BIDDER will enter into the CONTRACT if awarded to him, and will be declared forfeited if the successful bidder refuses to enter into said CONTRACT after being notified to do so by the COUNTY. Bid bonds shall be issued by a surety and insurance company licensed in the State of Nevada with an A+ rating.

After the bids have been opened and declared, no bid shall be withdrawn except with the approval of the COUNTY for a period of forty-five (45) calendar days after the opening date. All BIDDERS are encouraged to visit the site.

CAUTION: Note requirement for a reply on page BF-8; either a list or a negative response.

Firm Name SIERRA NEVADA CONSTRUCTION
INC.

Address 2055 E. GREG STREET

City SPARKS

State NV Zip Code 89431

Telephone 775-355-0420 Area Code 775-355-0935

Delivery will be completed in PER BID DOCUMENTS

Calendar days A.R.O. PER BID DOCUMENTS
Terms PER BID % DOCUMENTS Days

In compliance with this "Invitation & Bid" & CONTRACT and subject to all the Terms and Conditions thereof, the undersigned offers and agrees, if this Bid is accepted, to perform all tasks and furnish any or all of the items listed herein at the prices, terms and delivery stated. A signature on this form will be an execution of this CONTRACT.

Signed [Signature]

Print name KEVIN L. ROBERTSON

Print title PRESIDENT

PRODUCT LITERATURE AND SPECIFICATIONS MUST BE SUBMITTED AS REQUIRED

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.

Address for giving notices to Owner:

Douglas County
P.O. Box 218
Minden, NV 89423

Address for giving notices to Contractor:

2055 E. GREG ST.
SPARKS, NV 89431

NV License No. 25565

^{CONTACT}
Agent for service of process:
CRAIG D. HOLT, V.P.

This Agreement will be effective on September 9, 2004.

DOUGLAS COUNTY, NEVADA - OWNER

Kelly D. Reed
Chairman
Board of County Commissioners

STATE OF NEVADA)

)ss.

COUNTY OF DOUGLAS)

One the 9th day of Sept, 2004, KELLY D. REED, 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 Sept 9, 2004, 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

STATE OF NEVADA)

)SS:

COUNTY OF DOUGLAS)

by Carol M. Frutkin
DEPUTY

On this _____ day of _____, in the year _____ before me, _____ / 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.

Notary's Signature
My Commission Expires: _____

Bid #04-10

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:

- Taxiway D Reconstruction
- Gates and Fencing
- Bliss Road Extension

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:

N/A

ARTICLE 3 - ENGINEER

3.01 The PROJECT has been designed by: ***Mead & Hunt, Inc., 707 Aviation Boulevard, Santa Rosa, California 95403, 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 within ***as specified in Division IV, Special Provisions for Airport Construction, Paragraph 1-1.5*** after the date when the CONTRACT TIMES commence to run as provided in Paragraph 2.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions. ***Time limitations for closure of certain areas also apply as provided in Paragraph 1-1.5 of Division IV, Special Provisions for Airport Construction.***

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 One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 4.02, **above**, for completion and readiness for final payment until the Work is completed and ready for final payment. **The CONTRACTOR shall pay the OWNER One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 1-1.5.B. of the Special Provisions for Airport Construction.**

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.

C. **additional work unit prices identified on the Bid Form.**

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. Ninety percent (90%) of Work completed (with balance ten percent (10%) being retainage); and

b. Ninety percent (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 ninety percent (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 **one hundred percent (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 extensively knowledgeable of, and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is knowledgeable of, 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 any 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 bid as provided in Paragraph 4.06 of the General Conditions.

CONTRACTOR accepts the determination set forth in any 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 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 IBC-1 to IBC-10, inclusive);
 2. Performance Bond (pages 1 to 3, inclusive);
 3. Payment Bond (pages 1 to 3, inclusive);
 4. Other Bonds (pages _____ to _____, inclusive);
 - a. _____ (pages ____ to ____, inclusive);
 - b. _____ (pages ____ to ____, inclusive);
 - c. _____ (pages ____ to ____, inclusive);
 5. **Division II, FAA Required Provisions** (pages **SC-1 through SC-5**, inclusive, not attached);
 6. **Division III, General Conditions** (pages **GC-1 to GC-52** inclusive, not attached);
 7. **Division IV, Special Provisions for Airport Construction, as listed.**
 8. **Division V, Technical SPECIFICATIONS, as listed.**
 9. Drawings (not attached) consisting of a cover sheet and sheets numbered **1** through **18**, inclusive with each sheet bearing the following general title:
 10. Addenda (numbers _____ to _____, inclusive, **not attached**);
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages ____ to ____ inclusive, not attached)
 - b. CONTRACTOR's Bid (pages BF-1 to BF-17, inclusive, not attached).
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive, not attached).

12. 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)

13. 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.

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

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

10.03 Terms

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

10.03 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.

COPY

BID FORM
Minden-Tahoe Airport
AIP No. 3-32-0013-13 and -14

PROJECT IDENTIFICATION: MINDEN-TAHOE AIRPORT

CONTRACT IDENTIFICATION AND NUMBER: 3-32-0013-13 + 14

THIS BID IS SUBMITTED TO: Douglas County
Purchasing Department
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 DOUGLAS COUNTY 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 **forty-five (45)** days after the day of Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of DOUGLAS COUNTY.

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 all which is hereby acknowledged.

Addendum No.

Addendum Date

1

9/3/04

- B. BIDDER has visited the Site and become extensively knowledgeable of, and is satisfied as to the general, local, and Site conditions that may affect cost, progress, 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, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified.

- E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigation, 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 is aware of the general nature of work to be performed by DOUGLAS COUNTY and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. 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.
- H. 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.

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 DOUGLAS COUNTY.

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.

5.02 The entire set of Nevada Revised Statutes are available for review at the Douglas County Purchasing Department, 1616 8th Street, Minden, Nevada during normal working hours (9:00 a.m. to 2:30 p.m. weekdays).

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

BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Extension
1	Mobilization ¹	LS	1	75,000. ⁰⁰	75,000. ⁰⁰
2	Demolition	LS	1	30,000. ⁰⁰	30,000. ⁰⁰
3	Earthwork and Site Preparation	LS	1	132,859. ⁵⁰	132,859. ⁵⁰
4	Pavement Pulverization	SY	8,410	4.25	35,742. ⁵⁰
5	Mobilize Cement-Treatment Equipment	LS	1	3,000. ⁰⁰	3,000. ⁰⁰
6	Cement-Treated Subgrade	SY	8,410	8. ⁰⁰	67,280. ⁰⁰
7	Aggregate Base/rock (Orange Book)	CY	5,340	40. ⁰⁰	213,600. ⁰⁰
8	Bituminous Prime Coat	TON	12	450. ⁰⁰	5,400. ⁰⁰
9	Asphalt Concrete (P-401)	TON	2,000	45. ⁰⁰	90,000. ⁰⁰
10	Asphalt Concrete (Orange Book)	TON	2,200	42. ⁰⁰	92,400. ⁰⁰
11	Recycled Shoulder Backing	SY	150	20. ⁰⁰	3,000. ⁰⁰
12	18-Inch HDPE Storm Drain	LF	395	50. ⁰⁰	19,750. ⁰⁰
13	7-Span x 5-Foot Rise RC Box Culvert	LF	60	900. ⁰⁰	54,000. ⁰⁰
14	9-Span x 5-Foot Rise RC Box Culvert	LF	60	850. ⁰⁰	51,000. ⁰⁰
15	30-Deg. Skew Concrete Headwall	LF	250	675. ⁰⁰	168,750. ⁰⁰
16	Erosion Control Blanket	SY	1,850	7. ⁵⁰	13,875. ⁰⁰
17	Erosion Control Wattle	LF	900	2.60	2,340. ⁰⁰
18	Rock Rip-Rap	SY	970	35. ⁰⁰	33,950. ⁰⁰
19	Chain-Link Fence, 6-Foot	LF	1,850	22. ⁰⁰	36,300. ⁰⁰
20	Chain-Link Fence Demolition	LF	600	3. ⁰⁰	1,800. ⁰⁰
21	Auto Gate with Automatic Equipment	EA	3	20,000. ⁰⁰	60,000. ⁰⁰
22	14-Foot Swing Gate	EA	1	2,200. ⁰⁰	2,200. ⁰⁰
23	4-Foot Personnel Gate	EA	4	2,000. ⁰⁰	8,000. ⁰⁰
24	Field Fence	LF	7,700	4.75	36,575. ⁰⁰
25	Field Fence Gate	EA	3	1,000. ⁰⁰	3,000. ⁰⁰
26	Trench and Backfill	LF	1,000	15. ⁵⁰	15,500. ⁰⁰
27	2-Inch PVC Duct	LF	2,000	2.75	5,500. ⁰⁰
28	Pull Box, Type A	EA	7	450. ⁰⁰	3,150. ⁰⁰
29	Automatic Gate Power Services	LS	1	3,000. ⁰⁰	3,000. ⁰⁰
30	Yellow Taxiway Pavement Marking	SF	1,100	0.75	825. ⁰⁰
31	Taxiway Edge Reflectors	EA	3	70. ⁰⁰	210. ⁰⁰
32	Traffic Control Devices	LS	1	5,000. ⁰⁰	5,000. ⁰⁰
33	Hydroseeding	ACRE	9.0	2,000. ⁰⁰	18,000. ⁰⁰
(Total of Bid Schedule - Items 1 - 33)					\$ 1,291,007. ⁰⁰

¹ Mobilization shall not exceed 7.5% of total bid.

Revised per Bid Addendum No. 1

BF-3

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7.01 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
- D. Construction Contractor's Qualification Statement for Engineered Construction.

8.01 Communications concerning this Bid shall be addressed to:
(CONTRACTOR's mailing address to be filled in by BIDDER)

2055 E. GREG ST.
SPARKS, NV 89431

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 any Supplementary Conditions.

SUBMITTED on 9/7, 2004.

NV State Contractor License No. 25565 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 Corporation

Corporation Name: SIERRA NEVADA CONSTRUCTION, INC. (SEAL)
 State of Incorporation: NEVADA
 Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS
 By: [Signature]
 (Signature -- attach evidence of authority to sign)

Name (typed or printed): KEVIN L. ROBERTSON
 Title: PRESIDENT (Corporate Seal)

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS AND SHAREHOLDERS
OF
SIERRA NEVADA CONSTRUCTION, INC.**

October 1, 2001

The undersigned, being all of the directors and shareholders of Sierra Nevada Construction, Inc., a Nevada corporation (the "Corporation"), pursuant to NRS Sections 78.315 and 78.320, do hereby unanimously approve, adopt, make, ratify and confirm the following:

WHEREAS, the shareholders, on October 1, 2001, purchased all of the issued and outstanding shares of the Corporation's capital stock from Stanley E. Jerome ("Jerome") and Kathleen Fralick ("Fralick") pursuant to the terms and conditions set forth in that certain Stock Purchase Agreement dated September 6, 2001 ("Stock Purchase Agreement"); and

WHEREAS, the shareholders have received the resignations of Jerome and Fralick from their positions as officers and directors of the Corporation in the form of attached Exhibit A; and

WHEREAS, pursuant to the terms of the Stock Purchase Agreement, the shareholders agreed to, post-closing, amend this Corporation's (i) Articles of Incorporation and Bylaws to increase the number of directors from not less than two (2) to not greater than five (5), and to provide for the indemnification of officers and directors of this Corporation; and

WHEREAS, the directors and shareholders have reviewed the proposed amendments to the Corporation's Articles of Incorporation and Bylaws in the form of attached Exhibits B and C, respectively, and believe that such amendments are in the best interests of this Corporation. Now, therefore, be it

RESOLVED, that the resignations of Jerome and Fralick from their positions as officers and directors of this Corporation are accepted by the shareholders; and, further

RESOLVED, that the directors and shareholders approve the amendments to the Articles of Incorporation and Bylaws, attached to this resolution as Exhibits B and C, respectively, and by this reference incorporated into this resolution, and the proper officers are authorized and directed to take such steps as may be necessary or convenient to cause the amendments to become effective as of October 1, 2001; and, further

RESOLVED, that, upon the adoption of the amendments to the Corporation's Articles of Incorporation and Bylaws, the following individuals are appointed to serve as directors of this Corporation until their successors are elected according to the provisions of the Bylaws and the terms and conditions set forth in the Stock Purchase Agreement: Craig D. Holt, Kevin L. Robertson, Stanley E. Jerome and Kathleen Fralick; and, further

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LIST OF SUBCONTRACTORS

(to be submitted with Bid)

The name and address of each subcontractor who will be paid at least five percent (5%) of the prime CONTRACTOR's total bid shall be listed below. 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.

<u>Name</u>	<u>Address of Subcontractor</u>	<u>Portion of Work</u>
Comstock Concrete	3025 M.11 st, Reno NV	Roadworks
Thall Fence	800 Glendale, Reno	Fencing & Gates

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 (3) 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 (1%) 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 or a reply stating "None (or similar language stating that no subcontractors need to be listed) within the required time, the bid shall be deemed not responsive.

<u>Subcontractor/Address/NV Lic. No.</u>	<u>Dollar Value and description of work</u>
<i>Cowstack Concrete 3025 Mill St Reno</i>	<i>\$ 165,000</i>
<i>Lic NV 35977</i>	<i>Concrete Foundations</i>
<i>Thell Fence 800 Glendale Ave, Reno</i>	<i>\$ 150,000</i>
<i>Lic NV 5493A</i>	<i>Fencing & Gates</i>

STATEMENT OF EXPERIENCE/REFERENCES
PAST 5 YEARS
SIERRA NEVADA CONSTRUCTION, INC.

Agency: City of Reno
Contact Person: Kerrie Koski, Skip Leedy or Gary Stockhoff
Phone: 334-2350
Address: P.O. Box 1900, Reno, NV 89505

Description of Project – By Contract Number

2003 Neighborhood Street Rehab Projects

1132 - \$1,662,007

1133 - \$737,007

2002 Neighborhood Street Rehab Projects

1087 - \$707,007

1088 - \$1,057,007

1090 - \$1,616,007

1091 - \$873,870

1115 - \$1,099,007

2001 Neighborhood Street Rehab Projects

1061 - \$996,190 - Engineer: Lumos & Associates

1062 - \$782,326 - Engineer: City of Reno

1063 - \$782,326 - Engineer: Stantec Consulting

2000 Neighborhood Street Rehab Projects

1001 - \$927,545 - Engineer: Summit Engineering

1002 - \$1,027,777 - Engineer: CFA, Inc

1003 - \$1,327,778 - Engineer: City of Reno

1005 - \$1,778,352 - Engineer: Harding Lawson Assoc.

1006 - \$1,197,777 - Engineer: City of Reno

1999 Neighborhood Street Rehab Projects

924 - \$457,230

925 - \$574,370

926 - \$2,509,777

928 - \$842,064

Agency: Regional Transportation Commission
Contact Person: Robert J. Russell
Phone: 775-348-0171
Address: 1105 Terminal Way, Ste 108, Reno, NV 89520

Description of Projects in 2003 –

Sullivan Lane Rehab - \$409,210

Lake and Sinclair Street - \$649,990

Kirman Ave and Locust Street - \$3,207,007

Vista Blvd Rehab - \$1,443,007

Agency: City of Sparks
Contact Person: Andy Echeita
Phone: 353-2200
Address: P.O. Box 857, Sparks, NV 89432-0857
Description of Project – Woodtrail Park
Contract Amt: \$70,703 - Engineer: City of Sparks - 2000

Agency: Incline Village General Improvement Dist.
Contact Person: Ronnie Rector
Phone: 775-832-1267
Address: 893 Southwood Blvd, Incline Village, NV 89451
Description of Project – Mountain Golf Course
Contract Amt: \$293,326 - Engineer: IVGID - 2002

Agency: Lyon County
Contact Person/Engineer: Jim Clague of PBS&J (formerly of AMEC)
Phone: 775-828-1622
Address: 5310 Kietzke Lane, Ste 101
Description of Project – Silver Springs Airport Runway 5-23
Contract Amt: \$891,848 - 2001

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EXPERIENCE

Cont'd

List the licensed categories of work that your company normally performs with its own working force. GENERAL ENGINEERING

Has your company ever failed to complete any contracts awarded to it? No Yes (If yes, please provide details.)

Has your company filed any arbitration request or lawsuits on construction contracts awarded within the last five years? No Yes (If yes, please provide details.) **SEE ATTACHED**

Does your firm now have any legal suits or arbitration claims pending or outstanding against it or any officers? No Yes (If yes, please provide details.)

Does your firm now employ any officers or principals who were with another firm when that company failed to complete a construction contract within the last five years? No Yes (If yes, please provide details.)

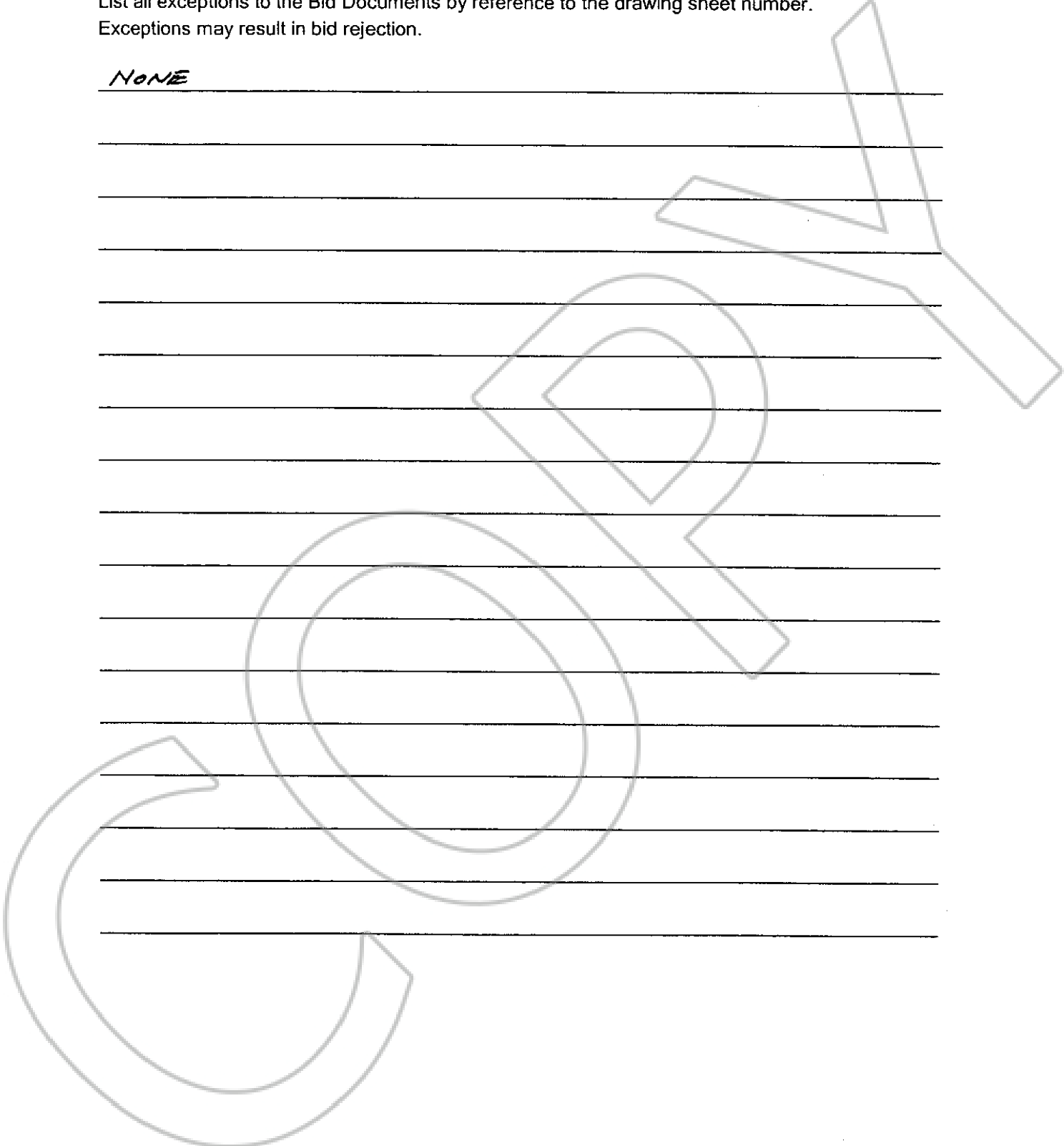
Has your firm had a contract partially or completely terminated for default (cause) within the past five years? No Yes (If yes, please provide details.)

Has your firm been found non-responsive or non-responsible on a government bid within the last five years? No Yes (If yes, please provide details.)

EXCEPTIONS

List all exceptions to the Bid Documents by reference to the drawing sheet number.
Exceptions may result in bid rejection.

NONE



**BIDDERS STATEMENT ON
PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE**

Each BIDDER, prospective prime CONTRACTOR, and proposed subcontractor, must complete the following form:

The BIDDER (PROPOSER) shall complete the following statement by checking the appropriate boxes.

The BIDDER (PROPOSER) has has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The BIDDER (PROPOSER) has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the BIDDER (PROPOSER) has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER (PROPOSER) shall submit a Compliance Report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of CONTRACT.

9.7.04
Date

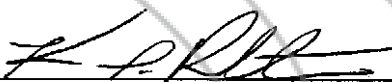

Signature and Title KEVIN L. ROBERTSON, PRESIDENT

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE).

CERTIFICATION OF NONSEGREGATED FACILITIES

The Federally-assisted construction CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally-assisted construction CONTRACTOR certifies further that they will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally-assisted construction CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause in this CONTRACT. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms, and wash rooms, restaurants and any other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The Federally-assisted construction CONTRACTOR agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

9.7.04
Date


Signature and Title KEVIN L. ROBERTSON, PRESIDENT

88-0245093
IRS Employer Identification Number

**CERTIFICATIONS OF BIDDER REGARDING
AFFIRMATIVE ACTION PROGRAM**

The BIDDER hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name:

SIERRA NEVADA CONSTRUCTION, INC.

Address: 2065 E. GREG ST. SPARKS, NV 89431

Name and Title of Signer: KEVIN L. ROBERTSON, PRESIDENT



Signature

9.7.04

Date

NOTE:

The CONTRACTOR to whom the CONTRACT is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned BIDDER/OFFEROR has satisfied the requirements of the Bid SPECIFICATION in the following manner (please check the appropriate space):

The BIDDER/OFFEROR is committed to a minimum of _____% DBE utilization on this CONTRACT.

The BIDDER/OFFEROR (if unable to meet the DBE goal of ten percent (10%) is committed to a minimum of 1.5 % DBE utilization on this CONTRACT and submits documentation demonstrating good faith efforts.

Name of BIDDER/OFFEROR's firm: SIPVIO APUADA CONSTRUCTION

State Registration No.: NV LIC. # 25565

By: [Signature] Title: PRESIDENT
KEVIN L. ROBERTSON

LIST OF DBE SUBCONTRACTORS		CONTRACT AMOUNT
1. <u>C.C.P</u> Name	<u>530 528 9570</u> Phone	\$ <u>8,556.-</u>
2. <u>DIXON TRUCKING</u> Name	<u>775 843-3801</u> Phone	\$ <u>10,000.-</u>
3. <u>Johnny on The Spot</u> Name	<u>775 826 5646</u> Phone	\$ <u>800.-</u>
4. _____ Name	_____ Phone	\$ _____
5. _____ Name	_____ Phone	\$ _____
6. _____ Name	_____ Phone	\$ _____
7. _____ Name	_____ Phone	\$ _____
8. _____ Name	_____ Phone	\$ _____

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS

The CONTRACTOR or subcontractor, by submission of an offer and/or execution of a CONTRACT, certifies that it:

- (a) is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has not knowingly entered into any CONTRACT or subcontract for this PROJECT with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) has not procured any product nor subcontracted for the supply of any product for use on the PROJECT that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no CONTRACT shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the PROJECT, the Federal Aviation Administration may direct, through the sponsor, cancellation of the CONTRACT at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a CONTRACT resulting from this solicitation, it will incorporate this provision for certification without modification in each CONTRACT and in all lower tier subcontracts. The CONTRACTOR may rely upon the certification of a prospective subcontractor unless it has knowledge the certification is erroneous.


The CONTRACTOR shall provide immediate written notice to the SPONSOR if the CONTRACTOR learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the CONTRACTOR, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONTRACTOR or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the CONTRACT or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Date: 9.7.04

SIGNED BY: 
KEVIN L. ROBERTSON, PRESIDENT

BUY AMERICAN CERTIFICATE (Jan. 1991)

By submitting a Bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this Bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American — Steel and Manufactured Products or Buy American — Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is contained in Division I, Section 2, Paragraph 2-7.

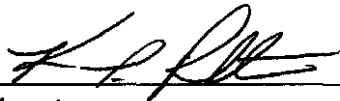
PRODUCT

COUNTRY OF ORIGIN

NONE

**SUSPENSION AND DEBARMENT REQUIREMENTS FOR
ALL CONTRACTS OVER \$25,000
49 CFR PART 29**

The BIDDER/OFFEROR certifies, by submission of this Bid or acceptance of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the BIDDER/OFFEROR/CONTRACTOR or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.


Signature

SIERRA NEVADA CONSTRUCTION, INC.
(Name of Bidder)

9.7.04
Date

KEVIN L. ROBERTSON, PRESIDENT
(Name and Title of Signing Official)

Business Address

2055 E. GREG STREET
SPARKS NV 89431

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

Sierra Nevada Construction, Inc.
P.O. Box 50760 Sparks, NV 89435

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

Travelers Casualty and Surety Company of America
11070 White Rock Rd., #260 Rancho Cordova, CA 95670

OWNER (Name and Address):

Douglas County
P. O. Box 218 Minden, NV 89423

BID

BID DUE DATE: September 7, 2004

PROJECT (Brief Description Including Location):

Minden Tahoe Airport

BOND

BOND NUMBER: Bid Bond

DATE: (Not later than Bid Due Date): September 2, 2004

PENAL SUM: Ten Percent of Amount Bid (10.00%)
(Words) (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 this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

Sierra Nevada Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: C. D. Hart
Signature and Title Craig D. Hart, Vice President

By: Lori Jones
Signature and Title Lori Jones
(Attach Power of Attorney) Attorney-in-Fact

Attest: [Signature]
Signature and Title

Attest: Kim Peyton
Signature and Title
Kim Peyton Witness

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.

EJCDC NO. 1910-28-C (1996 Edition)

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1. BIDDER and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to DOUGLAS COUNTY 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 DOUGLAS COUNTY) 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. DOUGLAS COUNTY accepts BIDDER's bid and BIDDER delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by DOUGLAS COUNTY) 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 DOUGLAS COUNTY, or
 - 3.3 DOUGLAS COUNTY 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 thirty (30) calendar days after receipt by BIDDER and Surety of written notice of default from DOUGLAS COUNTY, 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 DOUGLAS COUNTY and BIDDER, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (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 (1) 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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COPY

SEAL

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: October 18, 2004

B. Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

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BK 1004 PG 07796