



July 21, 2021

To: Mayor Burke  
City Council Members

Re: Quigley Road Water Main Improvements Project – Bid Summary

This memo is being provided after the council packet deadline, which is Tuesday at 5:00 p.m. before the Special Council Meeting on Thursday.

Bids were solicited for the Quigley Road Water Main Improvements project due by July 20, 2021 at 3:00 p.m. At that time, bids were opened in the Council Chambers. Two responses were received, which are enclosed. The bids received are as follows:

- Idaho Materials and Construction      \$243,210.00
- Skyline Excavation and Grading      \$158,303.88

The bid is consistent with the engineers estimate. Staff recommends accepting the low bid from Skyline Excavation for \$158,303.88 and authorizing the Mayor to sign the Notice of Award and contract documents.

**2021 - Water System Improvements  
Quigley Road Connection**

#	Item & Category Description	Unit	Qty	Engineers Estimate		Skyline Excavation		Idaho Materials & Const.					
				UNIT COST	ITEM COST	UNIT COST	BID AMT	UNIT COST	BID AMT				
<b>Roadways:</b>													
1	Existing Asphalt Removal	S.Y.	43	\$ 8.97	\$ 385.71	\$ 16.77	\$ 721.11	\$ 42.50	\$ 1,827.00	\$8.97	\$13.46	43	\$578.57
2	ITD SP-3 HMA, 1/2" gradation, PG58-28 (2.5" compacted depth)	TON	7	\$ 131.25	\$ 918.75	\$ 271.71	\$ 1,901.97	\$ 593.00	\$ 4,151.00	\$131.25	\$196.88	7	\$1,378.13
3	Repair Gravel Driveway / Parking Area	S.Y.	310	\$ 120.75	\$ 37,432.50	\$ 14.45	\$ 4,479.50	\$ 39.00	\$ 12,090.00	\$120.75	\$181.13	310.0214333	\$56,152.63
4	2-inch Minus Sub-Base, 6" depth	C.Y.	59	\$ 25.02	\$ 1,476.18	\$ 38.42	\$ 2,266.78	\$ 124.00	\$ 7,316.00	\$25.02	\$37.53	59	\$2,214.27
5	3/4" Leveling Course Gravel, 4" Depth	C.Y.	39	\$ 32.16	\$ 1,254.24	\$ 44.97	\$ 1,753.83	\$ 126.00	\$ 4,914.00	\$32.16	\$48.24	39	\$1,881.36
6	Traffic Control	L.S.	1	\$ 4,873.00	\$ 4,873.00	\$ 1,542.00	\$ 1,542.00	\$ 17,000.00	\$ 17,000.00	\$4,873.00	\$7,309.50	1	\$7,309.50
<b>Potable Water:</b>													
7	12" PVC Water Main (C-900)	L.F.	1,215	\$ 35.53	\$ 43,168.95	\$ 105.46	\$ 128,133.90	\$ 112.00	\$ 136,080.00	\$35.53	\$53.30	1215	\$64,753.43
8	12" Fittings (Ductile Iron) w/ thrust blocks	Each	1	\$ 304.28	\$ 304.28	\$ 822.00	\$ 822.00	\$ 1,100.00	\$ 1,100.00	\$304.28	\$456.42	1	\$456.42
9	12" Gate Valves w/ thrust blocks	Each	2	\$ 1,438.16	\$ 2,876.32	\$ 3,012.00	\$ 6,024.00	\$ 5,560.00	\$ 11,120.00	\$1,438.16	\$2,157.24	2	\$4,314.48
10	Fire Hydrant Assembly (includes FH, fittings, thrust blocks, valves)	Each	1	\$ 4,893.10	\$ 4,893.10	\$ 5,854.00	\$ 5,854.00	\$ 8,550.00	\$ 8,550.00	\$4,893.10	\$7,339.65	1	\$7,339.65
11	6" PVC Water Main (C-900)	L.F.	12	\$ 35.53	\$ 426.36	\$ 41.17	\$ 494.04	\$ 87.00	\$ 1,044.00	\$35.53	\$53.30	12	\$639.54
13	Connection to Halley Water Main	Each	2	\$ 4,270.67	\$ 8,541.34	\$ 870.50	\$ 1,741.00	\$ 3,600.00	\$ 7,200.00	\$4,270.67	\$6,406.01	2	\$12,812.01
<b>Landscape/ Irrigation:</b>													
14	Landscape/ Irrigation Repair	L.F.	475	\$ 20.00	\$ 9,500.00	\$ 5.41	\$ 2,569.75	\$ 64.50	\$ 30,637.50	\$20.00	\$30.00	475	\$14,250.00
Sum of Costs:				\$ 116,050.73	\$ 158,303.88	\$ 243,029.50	\$ 243,029.50	\$ 243,029.50	\$ 243,029.50				\$174,079.98

# Skyline Excavation + Grading

## BID FORM

### PROJECT IDENTIFICATION:

CITY OF HAILEY  
QUIGLEY ROAD WATER MAIN IMPROVEMENTS

### THIS BID IS SUBMITTED TO:

City of Hailey  
115 Main St. S  
Hailey, ID 83333

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY OF HAILEY 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** The undersigned Bidder accepts all of the terms and conditions of the Advertisement and/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 opening of Bid Proposals, or for such longer period of time that Bidder may agree to in writing upon request of the CITY OF HAILEY.

**3.01** In submitting this Bid, the undersigned Bidder represents, as set forth in the AGREEMENT, that:

A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initial</u>
NA		

B. The Bidder has visited the project site and become familiar with and is satisfied as to the general, local and project site conditions that may affect cost, progress, and performance of the WORK.

C. The 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. The Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the project site. The Bidder acknowledges that the CITY OF HAILEY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.

E. The 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.

F. The Bidder is aware of the general nature of work to be performed by the CITY OF HAILEY and others at the project site that relates to the WORK as indicated in the Bidding Documents.

G. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the project site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. The Bidder has given the City of Hailey Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City of Hailey Engineer is acceptable to the Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the WORK for which this Bid is submitted.

**4.01** The 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; The Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the CITY OF HAILEY.

**4.02 Construction Schedule Coordination:** The Bidder, after receipt of NOTICE-TO-PROCEED, shall coordinate with the City of Hailey Engineer to verify the proposed construction start date as indicated in the Agreement. The Contractor shall schedule a pre-construction meeting with the City of Hailey Engineer, to be held prior to commencing construction.

5.01 **BID SCHEDULE:** The Bidder will complete the WORK in accordance with the Contract Documents for the following price(s):

PROJECT: QUIGLEY ROAD WATER MAIN IMPROVEMENTS

#	Item & Category Description	Unit	Qty	Unit Price	Estimated Cost
<b>Roadways:</b>					
1	Existing Asphalt Removal	S.Y.	43	16.77	721.11
2	ITD SP-3 HMA, 1/2" gradation, PG58-28 (2.5" compacted depth)	TON	7	271.71	1901.97
3	Repair Gravel Driveway / Parking Area	S.Y.	310	14.45	4479.50
4	2-inch Minus Sub-Base, 6" depth	C.Y.	59	38.42	2266.78
5	3/4" Leveling Course Gravel, 4" Depth	C.Y.	39	44.97	1753.83
6	Traffic Control	L.S.	1	1,542.00	1542.00
<b>Potable Water:</b>					
7	12" PVC Water Main (C-900)	L.F.	1,215	105.46	128133.90
8	12" Fittings (Ductile Iron) w/ thrust blocks	Each	1	822.00	822.00
9	12" Gate Valves w/ thrust blocks	Each	2	3,012.00	6,024.00
10	Fire Hydrant Assembly (includes FH, fittings, thrust blocks, valves)	Each	1	5,854.00	5,854.00
11	6" PVC Water Main (C-900)	L.F.	12	41.17	494.04
13	Connection to Hailey Water Main	Each	2	870.50	1,741.00
<b>Landscape/ Irrigation:</b>					
14	Landscape/ Irrigation Repair	L.F.	475	5.41	2569.75
Sum of Estimated Costs:				158,303.88	

SUM OF ESTIMATED COSTS WRITTEN IN WORDS

*One hundred fifty-eight thousand three hundred three and eighty-eight cents*

(Lowest Total Price will be considered as the low Bidder)

**6.01** The Bidder agrees that the WORK will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the AGREEMENT.

**6.02** The Bidder accepts the provisions of the AGREEMENT as to liquidated damages in the event of failure to complete the WORK within the times specified above, which shall be stated in the AGREEMENT.

**7.01** The following information is included in this bid package:

- A. Instructions to Bidders
- B. Bid Form
- C. Notice of Award
- D. Agreement
- E. Payment Bond
- F. Performance Bond
- G. Certificate of Insurance
- H. Notice to Proceed
- I. Drawings by Galena Engineering, dated June 9, 2021 titled "Quigley Road Water Main Improvements Plan Sheet"

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

A. The Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract; and

B. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

C. The Bidder and the Bidder's subcontractors must hold a valid Idaho Public Works License prior to the bid due date. The Bidders must submit a list of all subcontractors with their bid.

SUBMITTED on July 20<sup>th</sup>, 2021.

Idaho Public Works Contractor License No. 030429-B-1-2

Expiration Date 3/31/2022

A Limited Liability Company

Limited Liability Company Name: Skyline Excavation + Grading LLC (SEAL)

By: Rence Sluder  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Rence Sluder

Title: Member

Attest [Signature]  
(Signature of Member/Manager)

Business address: PO Box 653  
Hailey, ID 83333

Phone No.: 2094841598 FAX No.: —

State of Organization: Idaho

Date of Qualification to do business is 5/1/17

# NOTICE OF AWARD

Dated: \_\_\_\_\_

[Certified Mail -- Return Receipt Requested]

TO: \_\_\_\_\_  
(BIDDER)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract: **QUIGLEY ROAD WATER MAIN IMPROVEMENTS**  
(Insert name of Contract as it appears in the Bidding Documents)

Project: City of Hailey Quigley Road Water Main Improvements

OWNER's Contract No. N/A

You are notified that your Bid dated \_\_\_\_\_, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Quigley Road Water Main Improvements project.

The Contract Price of your Contract is \_\_\_\_\_  
(\$ \_\_\_\_\_)

One (1) copy of the proposed Contract Documents and one (1) copy of the Construction Drawings accompany this Notice of Award.

You must comply with the following conditions upon receipt of this Notice of Award.

1. Deliver to the CITY OF HAILEY one (1) fully executed copy of the Contract Documents within seven (7) calendar days of this Notice of Award.
2. Deliver with the executed Contract Documents the Contract security (Bonds) and Certificate of Insurance as specified in this document within seven (7) calendar days of this Notice of Award.



AGREEMENT

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Hailey, Idaho, hereinafter called "CITY OF HAILEY" and \_\_\_\_\_, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The CONTRACTOR will commence and complete the construction of:  
**QUIGLEY ROAD WATER MAIN IMPROVEMENTS.**
- 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.
- 3. The CONTRACTOR will commence work no later than September 7, 2021. All work must be substantially complete within **28 calendar days**. All work must achieve final completion within **42 calendar days** which is \_\_\_\_\_ ("Date of Final Completion"), unless otherwise extended by the CONTRACT DOCUMENTS.
- 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

\_\_\_\_\_ \$ \_\_\_\_\_  
 (write in letters) (insert numbers)

as shown in the submitted BID PROPOSAL.

- 5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - 5.01 INSTRUCTIONS TO BIDDERS
  - 5.02 BID FORM
  - 5.03 NOTICE OF AWARD
  - 5.04 AGREEMENT
  - 5.05 PAYMENT BOND
  - 5.06 PERFORMANCE BOND
  - 5.07 CERTIFICATE OF INSURANCE
  - 5.08 NOTICE TO PROCEED
  - 5.09 DRAWING BY GALENA ENGINEERING DATED JUNE 9, 2021 TITLED "QUIGLEY ROAD WATER MAIN IMPROVEMENTS PLAN SHEET"
  - 5.10 CITY OF HAILEY STANDARD DRAWINGS AND SPECIFICATIONS
  - 5.11 IDAHO STATE PUBLIC WORKS CONSTRUCTION STANDARD SPECIFICATIONS

6. *Retainage.* The CITY OF HAILEY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released upon Certification of Substantial Completion.

7. *Liquidated Damages.* The CITY OF HAILEY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY OF HAILEY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY OF HAILEY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY OF HAILEY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY OF HAILEY **five hundred dollars (\$500.00)** for each day that expires after the Date of Final Completion, or any proper extension thereof granted by the CITY OF HAILEY.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, deemed an original on the date first above written.

OWNER:

**CITY OF HAILEY, IDAHO**

BY: \_\_\_\_\_  
Martha Burke, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Mary Cone, Clerk

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

# Payment Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) or other party shall be considered plural where applicable.

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CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

## CONTRACT

Date:  
Amount:  
Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors

OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

# Performance Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) or other party shall be considered plural where applicable.

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CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

## CONTRACT

Date:  
Amount:  
Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**CERTIFICATE OF INSURANCE**

*Will Provide if awarded*

This page intentionally left blank as a placeholder for Certificate of Insurance from Contractor.

**NOTICE TO PROCEED**

Dated \_\_\_\_\_

TO \_\_\_\_\_  
(CONTRACTOR)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Contract: QUIGLEY ROAD WATER MAIN IMPROVEMENTS  
(Insert name of Contract as it appears in the Contract Documents)

You are hereby notified to commence WORK on \_\_\_\_\_ in accordance with the AGREEMENT, and you are to complete the WORK by \_\_\_\_\_, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

You are required to return an acknowledged copy of this NOTICE-TO-PROCEED to the CITY OF HAILEY.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF HAILEY  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

MARTHA BURKE, MAYOR  
(TITLE)

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this \_\_\_\_\_ day

of \_\_\_\_\_, 2021 by: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_



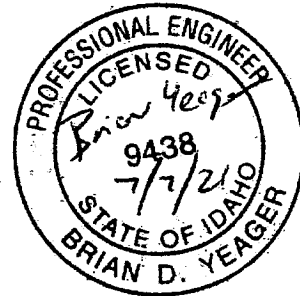
**City of Hailey, Idaho**

**Public Works Department  
115 S. Main St, Hailey, ID 83333  
(208) 788-9830**

**Contract Documents and Specifications**

**QUIGLEY ROAD  
WATER MAIN IMPROVEMENTS PROJECT**

July, 2021



Prepared by:

**Hailey Public Works  
115 Main St S., Ste H  
Hailey, ID 83333  
(208) 788-9830**

## INSTRUCTIONS TO BIDDERS

### **BID PROPOSALS**

The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, until **3:00 p.m., local time, Tuesday, July 20, 2021**, for the following project:

#### **QUIGLEY ROAD WATER MAIN IMPROVEMENTS**

At 3:00 p.m. on the same day, all bid proposals will be opened publicly and read aloud in the Hailey City Hall council chambers.

The contract documents, plans and specifications may be obtained at the City of Hailey Public Works Department, 115 Main St. S, Hailey, Idaho 83333. The contract documents, plans and specifications may also be obtained by contacting Nancy Arellano or Brian Yeager at the City of Hailey: (208) 788-9830 x1 or via email at [nancy.arellano@haileycityhall.org](mailto:nancy.arellano@haileycityhall.org) or [brian.yeager@haileycityhall.org](mailto:brian.yeager@haileycityhall.org). Questions regarding the contract documents or scope of work should be submitted in writing to [nancy.arellano@haileycityhall.org](mailto:nancy.arellano@haileycityhall.org) or [brian.yeager@haileycityhall.org](mailto:brian.yeager@haileycityhall.org).

The Bidder must hold a valid Idaho Public Works License prior to the bid due date. The Bidder must submit a list of all subcontractors with their BID PROPOSAL.

The BID PROPOSAL must be submitted in a sealed envelope, plainly marked on the outside as:

“BID FOR QUIGLEY ROAD WATER MAIN IMPROVEMENTS”

If forwarded by mail, the sealed envelope containing the BID PROPOSAL must be enclosed in another envelope addressed to the HAILEY PUBLIC WORKS DEPARTMENT, in care of the receiving office.

The BID PROPOSAL must be made on the required BID FORM. All blank spaces for bid prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The CITY OF HAILEY may waive any informalities or minor defects or reject any and all BID PROPOSALS. Any BID PROPOSAL may be withdrawn prior to the above scheduled time for the opening of BID PROPOSALS or authorized postponement thereof. Any BID PROPOSAL received after the time and date specified shall not be considered. No Bidder may withdraw a BID PROPOSAL within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY OF HAILEY and the Bidder.

The Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of the Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to the Bidder's BID PROPOSAL. The Bidder must satisfy themselves of the accuracy of any estimated quantities in the BID PROPOSAL by examination of the site and a review of the drawings and specifications including ADDENDA. The quantities shown in the BID PROPOSAL are estimated quantities and are given solely for the purpose of facilitating the comparison of Proposals. All computations of the Contractor's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities. After BID PROPOSALS have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The CITY OF HAILEY shall provide to the Bidder, prior to the opening of the BID PROPOSALS, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the CITY OF HAILEY, or any other person, shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the AGREEMENT.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the CITY OF HAILEY, will be required for the faithful performance of the contract. Attorneys-in-fact who sign PERFORMANCE BONDS or PAYMENT BONDS must file with each bond a certified and effective dated copy of their power of attorney.

A conditional or qualified BID PROPOSAL will not be accepted.

The CITY OF HAILEY reserves the right to reject any or all BID PROPOSALS, and to postpone the award of the CONTRACT for a period not to exceed sixty (60) days.

INSTRUCTIONS TO BIDDERS (continued)

**SUCCESSFUL BIDDER, NOTICE-OF-AWARD, EXECUTION OF AGREEMENT, and NOTICE-TO-PROCEED**

The Bidder to whom the CITY OF HAILEY issues a NOTICE-OF-AWARD is deemed the "Successful Bidder."

The CITY OF HAILEY may make such investigations as deemed necessary to determine the ability of the Successful Bidder to perform the WORK, and the Successful Bidder shall furnish to the CITY OF HAILEY all such information and data for this purpose as the CITY OF HAILEY may request. The Successful Bidder shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS, if requested to do so by the CITY OF HAILEY. The CITY OF HAILEY reserves the right to reject any the Successful Bidder's BID PROPOSAL if the evidence submitted by, or investigation of, the Successful Bidder fails to satisfy the CITY OF HAILEY that the Successful Bidder is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The CITY OF HAILEY shall include with the NOTICE-OF-AWARD the necessary agreement and bond forms. Within seven (7) calendar days from the date when the NOTICE-OF-AWARD is delivered to the Successful Bidder, the Successful Bidder will be required to execute the AGREEMENT and provide the acceptable PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE. If the Successful Bidder is unable to execute the AGREEMENT, as described, the CITY OF HAILEY may consider the Successful Bidder in default.

The CITY OF HAILEY, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATE OF INSURANCE, and AGREEMENT, signed by the Successful Bidder to whom the AGREEMENT was awarded, shall sign the AGREEMENT, and return an executed duplicate of the AGREEMENT to the Successful Bidder. Should the CITY OF HAILEY not execute the AGREEMENT within this ten (10) day period, the Successful Bidder may, by written notice, withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY OF HAILEY. Upon execution of the AGREEMENT, the Successful Bidder is deemed the "CONTRACTOR."

The CITY OF HAILEY shall issue the NOTICE-TO-PROCEED immediately following execution of the AGREEMENT by the CITY OF HAILEY. Should there be reasons why the NOTICE-TO-PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the CITY OF HAILEY and CONTRACTOR. If the NOTICE-TO-PROCEED has not been issued within sixty (60) days of the bid opening or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout as if written therein in full.

**PROJECT DESCRIPTION**

The proposed Work includes the installation of approximately 1,215 linear feet of 12-inch diameter PVC water main in City of Hailey between Sunbeam Subdivision and Quigley Farms rights-of-way, providing water main improvements along the north side of Quigley Road. Water main and service construction shall be in conformance with the City of Hailey Standards.

All quantities are approximate - this is a unit price basis project and the Contractor shall verify and confirm all quantities with the Owner. Refer to the Bid documents for additional information.

Work shall commence no later than September 7<sup>th</sup>, 2021 and must be substantially completed within 28 calendar days unless otherwise extended by the contract documents.

Questions regarding the contract documents or scope of work should be submitted in writing to either Nancy Arellano or Brian Yeager via email at [Nancy.Arellano@haileycityhall.org](mailto:Nancy.Arellano@haileycityhall.org) or [Brian.Yeager@haileycityhall.org](mailto:Brian.Yeager@haileycityhall.org).

**PROJECT SPECIFICATION**

This project's specifications are as noted on the CONSTRUCTION DRAWINGS, the most current edition of the City of Hailey Standard Drawings and Specifications, and the Idaho State Public Works Construction Standard Specifications.

# BID FORM

## PROJECT IDENTIFICATION:

CITY OF HAILEY  
QUIGLEY ROAD WATER MAIN IMPROVEMENTS

## THIS BID IS SUBMITTED TO:

City of Hailey  
115 Main St. S  
Hailey, ID 83333

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY OF HAILEY 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** The undersigned Bidder accepts all of the terms and conditions of the Advertisement and/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 opening of Bid Proposals, or for such longer period of time that Bidder may agree to in writing upon request of the CITY OF HAILEY.

**3.01** In submitting this Bid, the undersigned Bidder represents, as set forth in the AGREEMENT, that:

A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initial</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. The Bidder has visited the project site and become familiar with and is satisfied as to the general, local and project site conditions that may affect cost, progress, and performance of the WORK.

C. The 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. The Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the project site. The Bidder acknowledges that the CITY OF HAILEY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.

E. The 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.

F. The Bidder is aware of the general nature of work to be performed by the CITY OF HAILEY and others at the project site that relates to the WORK as indicated in the Bidding Documents.

G. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the project site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. The Bidder has given the City of Hailey Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City of Hailey Engineer is acceptable to the Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the WORK for which this Bid is submitted.

**4.01** The 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; The Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the CITY OF HAILEY.

**4.02 Construction Schedule Coordination:** The Bidder, after receipt of NOTICE-TO-PROCEED, shall coordinate with the City of Hailey Engineer to verify the proposed construction start date as indicated in the Agreement. The Contractor shall schedule a pre-construction meeting with the City of Hailey Engineer, to be held prior to commencing construction.

5.01 **BID SCHEDULE:** The Bidder will complete the WORK in accordance with the Contract Documents for the following price(s):

**PROJECT: QUIGLEY ROAD WATER MAIN IMPROVEMENTS**

#	Item & Category Description	Unit	Qty	Unit Price	Estimated Cost
<b>Roadways:</b>					
1	Existing Asphalt Removal	S.Y.	43	\$42.50	\$1,827.00
2	ITD SP-3 HMA, 1/2" gradation, PG58-28 (2.5" compacted depth)	TON	7	593.00	\$4,151.00
3	Repair Gravel Driveway / Parking Area	S.Y.	310	\$39.00	\$12,090.00
4	2-inch Minus Sub-Base, 6" depth	C.Y.	59	\$124.00	\$7,316.00
5	3/4" Leveling Course Gravel, 4" Depth	C.Y.	39	\$126.00	\$4,914.00
6	Traffic Control	L.S.	1	\$17,000.00	\$17,000.00
<b>Potable Water:</b>					
7	12" PVC Water Main (C-900)	L.F.	1,215	\$112.00	\$136,080.00
8	12" Fittings (Ductile Iron) w/ thrust blocks	Each	1	\$1,100.00	\$1,100.00
9	12" Gate Valves w/ thrust blocks	Each	2	\$5,560.00	\$11,300.00
10	Fire Hydrant Assembly (includes FH, fittings, thrust blocks, valves)	Each	1	\$8,550.00	\$8,550.00
11	6" PVC Water Main (C-900)	L.F.	12	\$87.00	\$1,044.00
13	Connection to Hailey Water Main	Each	2	\$3,600.00	\$7,200.00
<b>Landscape/ Irrigation:</b>					
14	Landscape/ Irrigation Repair	L.F.	475	\$64.50	\$30,637.50
Sum of Estimated Costs:					\$243,210.00

**SUM OF ESTIMATED COSTS WRITTEN IN WORDS**

Two Hundred Forty Three Thousand Two Hundred Ten Dollars and Zero Cents

(Lowest Total Price will be considered as the low Bidder)



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): \_\_\_\_\_

Title: \_\_\_\_\_

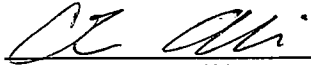
Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

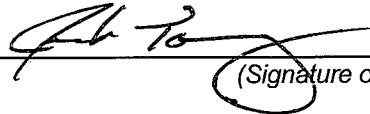
A Corporation

Corporation Name: Staker & Parson Companies DBA Idaho Materials & Construction (SEAL)

By:   
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Cody Allison

Title: Authorized Agent (CORPORATE SEAL)

Attest:   
(Signature of Corporate Secretary)

Business address: 1310 Addison Ave W. Twin Falls, ID 83301

Phone No.: (208)733-5933 FAX No.: (208)734-6496

State of Incorporation: Utah

Date of Qualification to do business is 05/06/2002

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture 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.)

A Limited Liability Company

Limited Liability Company Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Attest \_\_\_\_\_  
*(Signature of Member/Manager)*

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

State of Organization: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

APPOINTMENT OF AUTHORIZED EMPLOYEES

Pursuant to the authority granted by the Board of Directors of Staker & Parson Companies ("the Company"), Scott W. Parson, Chief Executive Officer of the Company, hereby declares that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Employee of the Corporation until his or her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of conducting the Company's business, including selling products, securing construction work, initiating company purchases and entering into contracts, such authority being subject to the dollar amount limitations set forth by the officers of the Company, including but not limited to those designated in the Company PROACTIS limits and the Staker & Parson Companies Approval Limits Documentation:

**Authorized Agents Having Powers of a Vice President:**

Brent Burr	Jake Goodliffe
Chris Kinnersley	Travis Canfield
John Eric Emerson	Brandon Pack
Roger Rich	Derrick Pack
Tim Brown	Jeff Trosper
Cade Christoffersen	Ben Young

**\* Authority to sign hauler agreements**

Albrecht, David	Christiansen, Buddy	Glancy, Christina
Aldrich, Nikki	Christiansen, Hugh	Goodrich, Lee
Allan, Dawn	*Clark, Pete	Gray, Jamie
Allen, Joseph	Clevenger, Ross	Green, Dale
Allison, Cody	Cobbley, Greg	Green, Leslie
Anderson, Austin	Coffman, Rylene	*Groves, Jon
Anderson, Brad	*Collard, Bevan	Gunter, Gerald
Anderson, Scott	*Collard, Jeff	Guymon, Jeremy
Antonio, Francis	Condrey, Darci	Guymon, Tim
Argyle, Jory	Conner, Rhandi	Hales, Jan
Armstrong, Pat	Covey, Mason L	Hansen, Destrie
Atwood, Nick	Crockett, Kevin	*Hansen, Brad
Baird, Robert	Crossley, Brooke	Harvey, Jeremy
Barrett, Scott	Dalley, Mike	Hayes, Hudd
Barrett, Shanna	Dalton, Brent	Henkels, Larry
*Baughman, Frank	Davis, Jeff	Hernandez, Ed
Bennett, Gary	Davis, Shannon	Herring, Chris
Berntson, Brad	Doty, Travis	Hiatt, Phill
Berry, Todd	Dunn, Peggy	Hickman, Tony
Binggeli, Jason	East, Shad	Hill, Robin
Boyer, Jon	Edmunds, Brent	Hintze, Shane
Boyer, Lane	Eells, William	Hobbs, Jared
Brown, Brandon	Egbert, Mitch	Hogan, Jim
Braun, Perry	Ekart, Alyssa	Hopkins, Mike
Burr, Kade	*Ellison, Landon	Huschka, Nathan
Burr, Derek	*Fabrizio, Craig	Inama, Adrian
Butler, Kathren (HK)	Fisher, Heather	Johansen, Ryan
Carlson, Dale	Foster, Angela	Johnson, Braydon
Carter, Cole	*Freeman, Gene	Johnson, Matt
Carter, Mark	Fred, Lynn	Jolley, Kevin
Chamberlain, McKay	Freston, Grace	Johnson, Kodey
Child, Gary	Garcia, Krista	Johnson, Matt
		Kelly, Jim

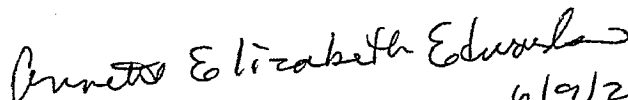
\*Kelso, Hal  
King, Darin  
Kisler, Clint  
Larsen, James  
Larsen, Mike  
Law, Kim  
Leonard, Jeremy  
Lindsay, Chuck  
Liu, Cheyenne  
Lovell, Kylan  
Luke, Eric  
Lutz, Jason  
Mantz, Dorace  
Marshall, Bob  
Martinez, Annie  
Mason, Jaden  
Matheson, Bryan  
Mattinson, Jeremy  
Maxfield, James  
Mays, Ashley  
McCarthy, Nancy  
McCoy, Brian  
McFadden, Scott  
McHugh, Mitzi  
McIntosh, Ron  
McMillan, Sherry  
Mecham, Nicholas  
\*Meikle, Travis  
Meyers, David  
\*Mitchell, John  
Mickles, Shannon  
Montoya, Kelly  
Morgan, Kelly  
Morrill, Clint  
Moynier, Ryan  
Murray, Randi  
Murray, Ronan  
Mustin, Keith  
\*Neilson, Erik  
Nelson, Iris  
Nelson, Tyson  
Neumeyer, Ryan

\*Newby, Mike  
Nicholes, Keith  
Nicoletti, Louie  
Nielson, Lisa  
Nielson, John  
Niemeyer, Alice  
Noorda, Sean  
Ogden, Steve  
Olson, Drake  
\*Oman, Chance  
Ostergaard, Tamera  
Owen, Matt  
Packard, Clay  
\*Parker, Shawn  
Parson, Cooper  
Peirce, Bobby  
\*Petersen, Marc  
Peterson, Jeff  
Peterson, Shauna  
Pond, Greg  
Ponton, James  
Poole, Tyler  
Prill, Dusty  
Rasmussen, Blake  
Rasmussen, Brock  
Rhoades, Chris  
Rich, Roger  
Richards, Derek  
Rivera, Sean  
Ross, Kelly  
Rowley, Craig  
Rowser, Kolby  
\*Russell, Ryan  
Ryan, Cam  
Schildhauer, Jill  
Sharp, Michelle  
Sheffield, Mark  
Sibbett  
Simpson, Jason  
Smith, Brant  
Sommer, Aaron  
Spackman, Travis

Stevenson, John  
Staker, Jonas  
Stewart, David  
\*Stinger, Nathan  
Stocks, Brian  
Stratton, Aaron  
Strick, Shane  
Taintor, Rhett  
Talbot, Jeffery  
Taney, Ben  
Taylor, Mark  
Thackeray, Nicholas  
Thain, Ryan  
Thompson, Jerry  
Thompson, Mike  
Thorpe, Tom  
Thurgood, Dave  
\*Torgerson, Layne  
Traveller, Sheila  
Trent, Heather  
Tullis, Tim  
Turja, Shirley  
VanDyke, Andrew  
Wahlin, Mike  
Waite, Glenn  
Walker, Adam  
Ward, Shawn  
Warren, Jeff  
Wilcox, Jeremy  
Wilden, Joseph  
\*Wilkes, John  
Williams, David  
Wilson, Dave  
Wilson, Peter J  
\*Wood, Kyle  
Worthington, Michael  
Yates, Todd  
\*Ylincheta, Chris  
Young, Josh  
Zakotnik, Wayne

  
\_\_\_\_\_  
**Scott W. Parson**  
Chief Executive Officer

June 9, 2020  
Date

  
6/9/2020.

