

**LANDER COUNTY COMMISSIONERS MEETING
TOWN BOARD OF BATTLE MOUNTAIN & AUSTIN
BOARD OF COUNTY HIGHWAY COMMISSIONERS**

May 10, 2018

LANDER COUNTY COURTHOUSE
COMMISSIONERS' CHAMBER
50 STATE ROUTE 305
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M

Call to Order

Pledge of Allegiance

A Moment of Silence

Lander County Commissioners may break for lunch from 12:00pm to 1:15pm

Any agenda item may be taken out of order, may be combined for consideration by the public body, and items may be pulled or removed from the agenda at any time.

Commissioners Reports on meetings, conferences and seminars attended

Staff Reports on meetings, conferences and seminars attended

Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non- agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

CONSENT AGENDA

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, without extensive discussion. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. Consent agenda materials are available at the Lander County Clerk's office for viewing and copies are available for a nominal charge.

*(1) Approval of May 10, 2018 Agenda Notice

*(2) Approval of April 10, 2018 Special Meeting Minutes

*(3) Approval of April 12, 2018 Meeting Minutes

*(4) Approval of April 26, 2018 Meeting Minutes

*(5) Approval of the Payment of Bills

*(6) Approval of Payroll Change Requests

COMMISSIONERS

- *(1) Discussion only regarding a Public Hearing at which all interested persons may present their views on Ordinance No. 2018-02 amending Title 8 to add a new Chapter 8.46 of the Lander County code pertaining to recreational and medical marijuana cultivation facilities, and all other matters properly related thereto.

Public Comment

- *(2) Discussion and possible action regarding the passage or rejection of Ordinance No. 2018-02 amending Title 8 to add a new Chapter 8.46 of the Lander County code pertaining to recreational and medical marijuana cultivation facilities, and all other matters properly related thereto.

Public Comment

- *(3) Discussion and possible action to approve/disapprove using income from Lander County's investments for future grant requests within Lander County with a total cap of \$100,000 combined on all grant requests for each fiscal year, or another amount with or without a set cap, and all other matters properly related thereto.

Public Comment

- *(4) Discussion and possible action to either appoint an individual to the Austin Justice of the Peace position to complete the term ending December 31, 2018, and to consider each of the following applicants:
- a) Daniel P. Ward;
 - b) Jim Andersen;
- or to decide on another available option, and all other matters properly related thereto.

Public Comment

- *(5) Discussion and possible action regarding ADA accessible parking on the corner of Reese Street and Front Street in Lander County, and all other matters properly related thereto.

Public Comment

- *(6) Discussion and possible action regarding Lander County health benefits package as recommended by the Lander County Health Insurance Committee for FY 2018/2019, and all other matters properly related thereto.

Public Comment

- *(7) Discussion and possible action to approve/disapprove a plan that allows County employees without dependents or those County employees that choose not to accept dependent coverage for insurance purposes to receive an amount equal to the average paid out by the County for dependent care coverage. This average amount would be deposited into an HSA, High Deductible Health Plan account, and all other matters properly related thereto.

Public Comment

- *(8) Discussion and possible action to approve/disapprove awarding the bid for the Lander County Public Safety Building (Sheriffs Building) maintenance and improvement project to United Construction in an amount not to exceed \$3,006,000. United Construction of Reno, Nevada was the sole bidder for this project, bids were opened April 27, 2018 at the Lander County Clerk's office, 50 State Route 305, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment

AIRPORT

- *(9) Discussion and possible action regarding the bid opening for FAA project AIP 3-32-0001-027, Realign Taxiway C at the Battle Mountain Airport and potentially award the project and to consider each of the following:
- a) Qualcon Contractors, Inc. in the amount of \$958,709.00;
 - b) Granite Construction Company in the amount of \$1,110,110.00; or
 - c) Road and Highway Builders, LLC in the amount of \$1,434,434.00;
- and all other matters properly related thereto.

Public Comment

- *(10) Discussion and possible action regarding the bid opening for Public Works Project LA-2018-091, Construct Hangar Facilities at the Battle Mountain Airport and potentially award the project and to consider each of the following:
- a) Michael Clay Corporation - Schedule A, Schedule B, excluding Schedule C in the amount of \$783,140.58; or
 - b) Granite Construction Company – Schedule A, Schedule B, excluding Schedule C in the amount of \$1,228,984.00;
- and all other matters properly related thereto.

Public Comment

- *(11) Update from J-U-B Engineers, Inc. on current and upcoming projects at the Austin and Battle Mountain Airports, and all other matters properly related thereto.

Public Comment

BOARD APPOINTMENTS

- *(12) Discussion and possible action to appoint Lloyd Majors to the Lander County Combined Sewer & Water District #2 to Seat A with term ending 12-31-2020, and all other matters properly related thereto.

Public Comment

- *(13) Discussion and possible action to appoint Bernice Alexander to the Lander County Combined Sewer & Water District #2 to Seat B with term ending 12-31-2018, and all other matters properly related thereto.

Public Comment

PUBLIC WORKS

- *(14) Update from Public Works regarding the status of projects, and all other matters properly related thereto.

Public Comment

- *(15) Discussion and possible action to award the Fire Pond Lining Project at the Battle Mountain Airport and to consider each of the following:
- a) High Mark: \$235,961.60 with no Alternate bid;
 - b) King Construction: \$238,870.00 with an Alternate bid of \$780.00 totaling \$239,650.00;
 - c) Remington Construction: \$286,888.00 with an Alternate bid of \$2,000.00 totaling \$288,888.00;
 - d) H.E. Hunnewill Construction Co., Inc.: \$195,757.00 with an Alternate bid of \$1,000.00 totaling \$196,757.00;
- and all other matters properly related thereto.

Public Comment

- *(16) Discussion and possible action to award the Effluent Overflow Pond Project at the Battle Mountain Sewer Pond and to consider each of the following:
- a) High Mark: \$496,257.80 with an Alternate bid of \$163,750.00 totaling

\$660,007.80;

b) King Construction: \$485,620.00 with an Alternate bid of \$ 75,360.00 totaling \$560,980.00;

c) Remington Construction: \$558,599.00 with an Alternate bid of \$141,400.00 totaling \$699,999.00;

d) H.E. Hunnewill Construction Co., Inc.: \$437,310.00 with an Alternate bid of \$185,832.00 totaling \$623,142.00;
and all other matters properly related thereto.

Public Comment

- *(17) Discussion and possible action regarding the Well 9-A Project and the direction the Board of Commissioners would like the Public Works Director to take, and all other matters properly related thereto.

Public Comment

- *(18) Discussion and possible action to approve/disapprove Resolution 2018-06, a Resolution modifying the fee schedule for the Battle Mountain Water System to include the rate for non-potable water, and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- *(19) Update from Ken Brown regarding Western Counties Alliance and Public Lands, and all other matters properly related thereto.

Public Comment

- *(20) Update from the Planning Coordinator, and all other matters properly related thereto.

Public Comment

- *(21) Discussion and possible action regarding the vacant Human Resources position for Lander County, and all other matters properly related thereto.

Public Comment

FINANCE

- *(22) Discussion and possible action regarding Lander County's Tentative Budget for FY 2018/2019, and all other matters properly related thereto.

*Public Comment****CORRESPONDENCE**

- *(23) Correspondence/reports/potential upcoming agenda items.

Public Comment

Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non- agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

ADJOURN

*Denotes "for possible action". Each such item may be discussed and action taken thereon with information provided at the meeting. Action may be taken according to the "Nevada Open Meeting Law Manual" via a telephone conference call in which a quorum of the Board members is simultaneously linked to one another telephonically.

NOTE: TIMES ARE APPROXIMATE

This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Executive Director in writing at the Courthouse, 50 State Route 305, Battle Mountain, Nevada 89820, or call (775) 635-2885 at least one day in advance of the meeting.

NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact the clerk's office, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738.

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

Keith Westengard, Lander County Executive Director of said Lander County, Nevada, being duly sworn, says, that on the 4th day of May, 2018, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Executive
Director



Subscribed and sworn to before me this 4th day of May, 2018.

Witness



Name of Agenda: Lander County Board of Commissioners Meeting

Date of Meeting: May 10, 2018

Keith Westengard
Lander County Executive Director

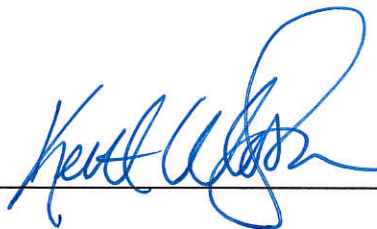
LANDER COUNTY COMMISSION MEETING

May 10, 2018

APPROVE

Check #106613

Executive Director



ERICKSON, THORPE &

COUNTY OF LANDER
SWANSON, LTD

DATE	INVOICE	AMOUNT	REMARKS
04/26/18	2018 EMPLOYMNT LAW	110.00	5/3/18 KEITH WESTENGARD

CHECK NO 106613 \$110.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106613

94-7074
3212

PAY TO THE ORDER OF

ERICKSON, THORPE &

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/26/18 **VOID**	106613 **VOID**	\$110.00 **VOID**

VOID**110DOLLARS AND 00CENTS***

ERICKSON, THORPE &
99 WEST ARROYO STREET

SWANSON, LTD

RENO

NV 89509

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

May 10, 2018

APPROVE

Check #106616



Executive Director

COUNTY OF LANDER

LAKEN MARINE

DATE	INVOICE	AMOUNT	REMARKS
04/26/18	ADVANCE FOOD	46.00	5/2/18 PERS TRNG RENO
04/26/18	ADVANCE FUEL	120.45	5/2/18 PERS TRNG RENO

CHECK NO 106616 \$166.45 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106616

94-7074
3212

PAY TO THE ORDER OF

LAKEN MARINE

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/26/18 **VOID**	106616 **VOID**	\$166.45 **VOID**

VOID**166DOLLARS AND45CENTS***

LAKEN MARINE
1443 HILLTOP ROAD

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

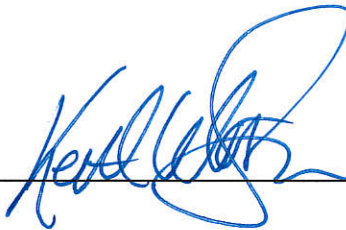
LANDER COUNTY COMMISSION MEETING

May 10, 2018

APPROVE

Check #106617

Executive Director



COUNTY OF LANDER

KAITLYN MCCONVILLE

DATE	INVOICE	AMOUNT	REMARKS
04/26/18	REIMBURSEMENT FOOD	12.00	3/29/18 DELIVER MAPS
04/26/18	REIMBURSEMENT FUEL	57.77	3/29/18 WINNEMUCCA

CHECK NO 106617 \$69.77 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106617

94-7074
3212

PAY TO THE ORDER OF

KAITLYN MCCONVILLE

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/26/18 **VOID**	106617 **VOID**	\$69.77 **VOID**

VOID**69DOLLARS AND77CENTS***

KAITLYN MCCONVILLE
1170 3400 EAST

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

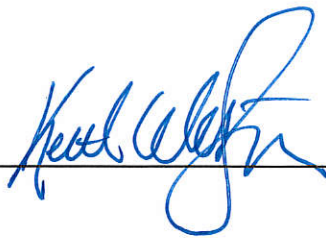
LANDER COUNTY COMMISSION MEETING

May 10, 2018

APPROVE

Check #106624

Executive Director



COUNTY OF LANDER

HEIDI THOMSEN

DATE	INVOICE	AMOUNT	REMARKS
04/26/18	ADVANCE FOOD	46.00	5/2/18 PERS TRNG RENO
04/26/18	ADVANCE FUEL	120.45	5/2/18 PERS TRNG RENO

CHECK NO 106624 \$166.45 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106624

94-7074
3212

PAY TO THE ORDER OF

HEIDI THOMSEN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/26/18 ***VOID**	106624 ***VOID**	\$166.45 ***VOID**

VOID**166DOLLARS AND45CENTS***

HEIDI THOMSEN
140 CARSON ROAD

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

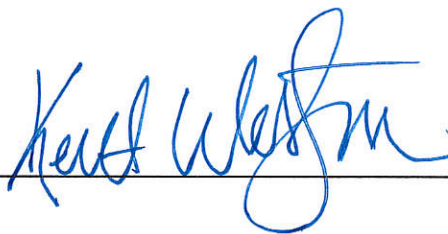
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

May 10, 2018

APPROVE

Check #106626



Executive Director

COUNTY OF LANDER

YESCO LLC

DATE	INVOICE	AMOUNT	REMARKS
04/26/18	PRY-07264/003645	6,575.00	4/26/18 SCOREBOARD POSTS

CHECK NO 106626 \$6,575.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 106626

94-7074
3212

PAY TO THE ORDER OF

YESCO LLC

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
04/26/18 **VOID**	106626 **VOID**	\$6,575.00 **VOID**

VOID**6,575DOLLARS AND00CENTS***

YESCO LLC
P.O. BOX 11676

TACOMA

WA 98411-6676

VOID
NON-NEGOTIABLE

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only regarding a Public Hearing at which all interested persons may present their views on Ordinance No. 2018-02 amending Title 8 to add a new Chapter 8.46 of the Lander County code pertaining to recreational and medical marijuana cultivation facilities, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action:

SUMMARY: AN ORDINANCE AMENDING TITLE 8 OF THE LANDER COUNTY CODE, ENTITLED BUSINESS LICENSES AND REGULATIONS, TO ADD CHAPTER 8.46, PERTAINING TO RECREATIONAL AND MEDICAL MARIJUANA CULTIVATION FACILITIES; SETTING FORTH THE PROCEDURES, REGULATIONS, AND REQUIREMENTS FOR THE ISSUANCE OF LICENSES TO OPERATE MARIJUANA CULTIVATION FACILITIES; ESTABLISHING FEES AND TAXES REQUIRED FOR SUCH LICENSES; SETTING FORTH THE PROVISIONS FOR RENEWAL AND REVOCATION OF SUCH LICENSES.

TITLE: AN ORDINANCE AMENDING TITLE 8 OF THE LANDER COUNTY CODE, ENTITLED BUSINESS LICENSES AND REGULATIONS, TO ADD CHAPTER 8.46, PERTAINING TO RECREATIONAL AND MEDICAL MARIJUANA CULTIVATION FACILITIES; SETTING FORTH THE PROCEDURES, REGULATIONS, AND REQUIREMENTS FOR THE ISSUANCE OF LICENSES TO OPERATE MARIJUANA CULTIVATION FACILITIES; ESTABLISHING FEES AND TAXES REQUIRED FOR SUCH LICENSES; SETTING FORTH THE PROVISIONS FOR RENEWAL AND REVOCATION OF SUCH LICENSES AND OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF LANDER DO ORDAIN:

Section 1. Lander County Code, Title 8.46, is hereby amended to include a new chapter which shall read as follows:

Chapter 8.46

RECREATIONAL AND MEDICAL MARIJUANA CULTIVATION FACILITIES

Sections:

8.46.010 Findings

8.46.020 Definitions.

8.46.030	Policy declaration.
8.46.040	Medical marijuana cultivation facility licenses - required.
8.46.050	Retail Marijuana Cultivation Facility License—Required.
8.46.060	Individuals only to be licensed.
8.46.070	Medical marijuana cultivation facility - application - contents.
8.46.080	Retail marijuana establishment license - application - contents.
8.46.090	Filing application - compliance with land use and zoning - payment of fees.
8.46.100	Marijuana cultivation facility license - expiration.
8.46.110	Marijuana cultivation facility license - display.
8.46.120	Operation of businesses by receivers, assignees for the benefit of creditors, guardians and personal representatives.
8.46.130	Marijuana establishment license - revocation - grounds.
8.46.140	Marijuana establishment license - revocation - procedure.
8.46.150	Marijuana establishment license - issuance after revocation.
8.46.160	Marijuana establishment license - revocation - false complaints.
8.46.170	Marijuana establishment license - fee refund not allowed when ceases to operate.
8.46.180	Access of officials and officers to marijuana cultivation facility.
8.46.190	Annual license fees - payments in advance - exception.
8.46.200	Application Fees.
8.46.210	License fees for medical marijuana cultivation facilities.
8.46.220	License fees for retail marijuana cultivation facilities.

8.46.230 License fees for dual license marijuana cultivation facilities.

8.46.240 On site use prohibited.

8.46.250 Age limitation.

8.46.260 Violation - Penalty.

8.46.010 Findings

A. The Board of County Commissioners finds and declares:

1. This chapter is an exercise of power conferred upon the Board of County Commissioners by Nevada Revised Statutes ("NRS") 244 and 278 which authorize county commissioners to regulate businesses, zoning, and land use, and to ensure the public health, safety, and welfare of the inhabitants of the unincorporated areas of the county.

2. In 2001, the Legislature enacted NRS 453A, which authorizes medical marijuana establishments and requires that such establishments comply with all local business licensing, local land use, and code requirements.

3. In 2017, the people of the state of Nevada approved Ballot Question #2 legalizing the use of marijuana for persons 21 years of age or older, now codified in NRS 453D, which allows recreational marijuana establishments and sales within the state of Nevada and requires such establishments to comply with all local business licensing requirements, local land use, and code requirements.

4. With the exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D fail to conform to the character of Lander County and threaten the health, safety, and general welfare of the inhabitants of the unincorporated areas of Lander County. Therefore, with the exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D are prohibited within all zoning districts as set forth in Title 17, Chapters 17.36, 17.38 and 17.62 of the Lander County Code.

5. The public health, safety, and welfare of the inhabitants of the unincorporated areas of the County require the regulation and licensure of all persons engaged in, associated with, or in control of cultivation facilities authorized under NRS 453A and/or NRS 453D. Therefore, any cultivation facility licensed by the State of Nevada as a marijuana establishment solely under the authority of NRS 453A shall require a marijuana establishment license under the authority of this chapter. Any cultivation facility licensed by the State of Nevada under NRS 453D shall require a retail marijuana establishment license under the authority of this chapter, regardless of whether the marijuana establishment is concurrently licensed by the State of Nevada under NRS 453A.

6. Licensure to operate a cultivation facility under NRS 453A, NRS 453D, and this chapter is not a right, but a revocable privilege. No property right exists for individuals or businesses to operate a cultivation facility within the unincorporated areas of the County. To the extent that marijuana establishments are registered and authorized by the State of Nevada, the purpose of this chapter is to license and regulate cultivation facilities within the unincorporated areas of the County to protect the public interests over those of marijuana businesses. The license privilege

may be denied, revoked, conditioned, suspended, or subjected to any other regulatory action by the County in the exercise of its police powers for the protection of the health, safety, and general welfare of the inhabitants of the unincorporated areas of the County and to safeguard the public.

7. This chapter is intended to implement NRS 453A and NRS 453D and to establish criteria for the issuance of licenses that are a prerequisite for the exemption from state prosecution provided for in NRS 453A and NRS 453D. The Federal Controlled Substances Act ("FCSA") and related regulations classify marijuana as a schedule I controlled substance and prohibit its cultivation, possession, use, production, transportation, and dispensing for medical reasons or otherwise. Those involved with medical or recreational marijuana establishments remain subject to prosecution under the FCSA regardless of Nevada Revised Statutes 453A, 453D, and this chapter. Nothing in this chapter is intended to authorize or make legal any act that federal or state law does not permit or sanction or assist in any violation of any federal or state law.

8.46.020 Definitions.

As used in this chapter, unless the context requires otherwise, the words and terms defined in this section shall have the meanings ascribed to them in this section.

A. "Community facility" means:

1. A facility licensed by Lander County to provide day care to children.
2. A public park.
3. A playground.
4. A public swimming pool as defined in NRS 444.065.
5. A center or facility, the primary purpose of which is to provide recreational opportunities or services to children or adolescents.
6. A church, synagogue or other building, structure or place used for religious worship or other religious purpose.

B. "Cultivation facility" means a business that:

1. Is licensed by the State of Nevada; and
2. Acquires, possesses, cultivates, delivers, transfers, transports, supplies or sells marijuana and related supplies to any other marijuana establishment.

C. "Facility for the production of edible marijuana products or marijuana-infused products" means a business that:

1. Is licensed by the State of Nevada; and
2. Acquires, possess, manufactures, delivers, transfers, transports, supplies or sells edible marijuana projects or marijuana-infused products to any other marijuana establishment.

D. "Independent testing laboratory" means a facility certified by the State of Nevada to operate as an independent testing laboratory to test marijuana, edible marijuana products and marijuana-infused products that are sold in the State of Nevada pursuant to state law.

E. "Marijuana" means:

1. The dried leaves and flowers of any plant of the genus *Cannabis*, and any mixture or preparation thereof that are appropriate for the use of marijuana; or the seeds of a plant of the genus *Cannabis*; or
2. The resin extracted from any part of the plant; or

3. Every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin; or

4. "Marijuana" does not include the mature stems of the plant, fiber produced from the stems, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stems (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination.

F. "Medical marijuana" means any marijuana or marijuana-infused products acquired, possessed, cultivated, delivered, transferred, transported, supplied or sold pursuant to a license issued by the State of Nevada under the authority of Nevada Revised Statutes chapter 453A.

G. "Marijuana-infused products" means products that:

1. Are infused with marijuana or an extract thereof; and
2. Are intended for use or consumption by humans through means other than inhalation or oral ingestion.

3. The term includes, without limitation, topical products, ointments, oils and tinctures.

H. "Medical marijuana dispensary" means a business that:

1. Is licensed by the State of Nevada; and
2. Acquires, possesses, delivers, transfers, supplies, sells or dispenses marijuana or related supplies and educational materials to the holder of a valid registry identification card, or at retail as authorized by state law.

I. "Marijuana distributor" means a business that:

1. Is licensed by the State of Nevada; and
2. Transports marijuana or marijuana-infused products from one marijuana establishment to another marijuana establishment.

J. "Marijuana establishment" means:

1. An independent testing laboratory;
2. A cultivation facility;
3. A facility for the production of edible marijuana products or marijuana-infused products;
4. A medical marijuana dispensary;
5. A marijuana distributor; or
6. A business that has registered with the state and paid the requisite fees to act as more than one of the types of businesses listed in subsections 2, 3, 4 and 5 of this definition.

K. "Marijuana establishment agent" means an owner, officer, board member, employee or volunteer of a marijuana establishment.

L. "Marijuana establishment agent registration card" means a registration card that is issued by the State of Nevada authorizing a person to volunteer or work at a marijuana establishment.

M. "Marijuana establishment registration certificate" means a registration certificate that is issued by the State of Nevada authorizing the operation of a marijuana establishment.

N. "Retail marijuana" means any marijuana or marijuana-infused products acquired, possessed, cultivated, delivered, transferred, transported, supplied or sold pursuant to a license issued by the State of Nevada under the authority of Nevada Revised Statutes chapter 453D.

8.46.030 Policy declaration.

It is declared to be the policy of the County that, with exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D fail to conform to the character of Lander County and threaten the health, safety, and general welfare of the inhabitants of the unincorporated areas of Lander County.

With the exception of cultivation facilities, all marijuana establishments authorized under NRS 453A and 453D are prohibited within all zoning districts as set forth in Title 17, Chapters 17.36, 17.38 and 17.62 of the Lander County Code and are not authorized to be licensed under this chapter.

All cultivation facilities operating in the unincorporated areas of the County shall be licensed and controlled in order to protect the public health, safety, morals and good order and the general welfare of the inhabitants of the unincorporated areas of the County. Any cultivation facility licensed by the State of Nevada as a medical marijuana establishment only under the authority of NRS 453A shall require a marijuana establishment license under the authority of this Title. Any cultivation facility licensed by the State of Nevada as a marijuana establishment under the authority of NRS 453D shall require a retail marijuana establishment license under the authority of this Title, regardless of whether the cultivation facility is concurrently licensed by the State of Nevada as a medical marijuana cultivation facility under the authority of NRS 453A.

8.46.040 Medical Marijuana Cultivation Facility Licenses—Required.

It is unlawful for any person, firm, association or corporation, either as owner, employee or lessee, without first having obtained a license, to engage in:

The cultivation of medical marijuana without first obtaining a registration certificate from the State of Nevada, business license and any other authorization to conduct business.

A. The registration certificate and business license must be posted in a conspicuous place within the establishment;

B. All employees of the firm, association or corporation must obtain and maintain their marijuana establishment agent registration card; and

C. Any state registration certificate must be maintained with the state or the city's business license will be revoked.

8.46.050 Retail Marijuana Cultivation Facility License—Required.

It is unlawful for any person, firm, association or corporation with or without a fixed place of business in the county, either as owner, employee or lessee, without first having obtained a license, to engage in:

The cultivation of marijuana for commercial purposes without first obtaining a registration certificate from the State of Nevada, a business license, and any other authorization to conduct business.

A. The registration certificate and business license must be posted in a conspicuous place within the establishment;

B. All employees of the firm, association or corporation must obtain and maintain their marijuana establishment agent registration card; and

C. Any state registration certificate must be maintained with the state or the city's business license will be revoked.

8.46.060 Individuals only to be licensed.

A. A County license may be issued only to an individual person or persons who, as licensee or licensees, shall be held personally responsible for the orderly conduct of the business.

B. If an applicant for a license is not the sole owner of the business to be conducted on the premises for which the license is sought, the application shall be accompanied by a verified statement of the owner or owners of the business appointing the applicant as the agent of the owner or owners and authorizing him or her to apply for the license and conduct the business.

8.46.070 Medical Marijuana Cultivation Facility—Application—Contents.

Any person desiring to establish, conduct or operate a cultivation facility pursuant to NRS 453A shall submit a written and verified application for such license setting forth the following information:

A. The name, age, sex and residence address, and the addresses of all residences for the preceding five years, of the applicant;

B. A description of the premises to be licensed, stating the street and number and the portion of the premises to be occupied by the establishment for which the license is sought;

C. The particular type of marijuana establishment that the applicant proposes to carry on, conduct or operate on the described premises;

D. The name of the owner of the premises on which the licensed business is to be conducted, and the name of his authorized agent, if any;

E. A statement that, if the license is granted, the applicant will conduct the marijuana establishment in accordance with the provisions of the laws of the state and the ordinances of the county applicable to the conduct of such business, and that the application is made upon the express condition that, if the license is granted, it shall be subject to revocation in accordance with the provisions of this chapter;

F. Provide documentation that the applicant has received the necessary registration certificate from the State of Nevada to operate a medical marijuana cultivation facility;

G. Provide a safety plan, including but not limited to, storage of marijuana products; loading and unloading; passage of employees and customers; disposal of marijuana products and hours of operation; and

H. Provide a plan on the handling and storage of money in the physical form of currency, such as banknotes and coins.

8.46.080 Retail Marijuana Establishment License—Application—Contents.

Any person desiring to establish, conduct or operate any retail marijuana cultivation facility pursuant to NRS 453D shall submit a written and verified application for such license setting forth

the following information:

- A. The name, age, sex and residence address, and the addresses of all residences for the preceding five (5) years, of the applicant;
- B. A description of the premises to be licensed, stating the street and number and the portion of the premises to be occupied by the establishment for which the license is sought;
- C. The particular type of marijuana establishment that the applicant proposes to carry on, conduct or operate on the described premises;
- D. The name of the owner of the premises on which the licensed business is to be conducted, and the name of his authorized agent, if any;
- E. A statement that, if the license is granted, the applicant will conduct the marijuana establishment in accordance with the provisions of the laws of the state and the ordinances of the county applicable to the conduct of such business, and that the application is made upon the express condition that, if the license is granted, it shall be subject to revocation in accordance with the provisions of this chapter;
- F. Provide documentation that the applicant has received the necessary registration certificate from the State of Nevada to operate a retail marijuana cultivation facility;
- G. Provide a safety plan, including but not limited to, storage of marijuana products; loading and unloading; passage of employees and customers; disposal of marijuana products; and hours of operation; and
- H. Provide a plan on the handling and storage of money in the physical form of currency, such as banknotes and coins.

8.46.090 Filing Application-Compliance with Land Use and Zoning-Payment of fees.

Applicants for a marijuana cultivation facility license authorized by NRS 453A or 453D may only begin the licensing procedure by filing a license application after receiving the necessary land use and zoning approvals from the county for the operation of the cultivation facility. All licensees of a marijuana cultivation facility shall comply with the land use and zoning provisions set forth in Title 17, Chapters 17.36, 17.38 and 17.62 of the Lander County Code and must be at least one (1) mile out but no further than ten (10) miles outside of the town of Battle Mountain, the town of Austin, and the town of Kingston. Upon receiving the required land use entitlement approval, the applicant shall pay to the County the full amount of the fee applicable to the type of license for which application is made.

8.46.100 Marijuana Cultivation Facility License—Expiration.

Each license issued under the provisions of this chapter shall expire effective on the date of the revocation of the Nevada registration certificate.

8.46.110 Marijuana Cultivation Facility License—Display.

Each license issued for any marijuana establishment shall be posted in a conspicuous place, in order that it may be readily inspected by any person.

8.46.120 Operation of businesses by receivers, assignees for the benefit of creditors, guardians and personal representatives.

A. If a receiver or assignee for the benefit of creditors is appointed for a licensed business, or if a receiver, assignee for the benefit of creditors or guardian of the property of a person holding a license is appointed during the time for which such license was granted, or if a person holding a license dies during the term for which a license was granted, the receiver, assignee, guardian, administrator or executor may continue to carry on the licensed business on the designated premises for the balance of the term for which the license was granted, with the same rights and subject to the same restrictions and liabilities as if he were the original holder of the license in compliance with NRS 453A, state law and county requirements.

B. Before continuing such business, the receiver, assignee, guardian, administrator or executor shall file a written and verified statement with the County Clerk, addressed to the Board of County Commissioners, setting forth the facts and circumstances under which he has succeeded to the rights of the original licensee, and his legal qualifications. The written statement must include documentation from the State of Nevada that the state has approved the transfer of the operations of the marijuana cultivation facility.

8.46.130 Marijuana establishment license—Revocation—Grounds.

Any marijuana cultivation facility license may be revoked by the County if it appears to the satisfaction of a majority of the members of the Board of County Commissioners that a licensee or an employee has:

- A. Lost their registration certification from the State of Nevada;
- B. Been convicted, subsequent to issuance of the license, of an offense of such a nature that the licensee is no longer a suitable or qualified person to hold a license;
- C. Made any false material statement in an application for a license;
- D. Transferred, assigned or hypothecated a license;
- E. Failed to pay any license fee in advance; and/or
- F. Refused or neglected to comply with any of the provisions of this chapter or Title 17 of the Lander County Code.

8.46.140 Marijuana establishment license—Revocation—Procedure.

A. The Board of County Commissioners may, on its own motion or upon complaint under oath of any person, institute proceedings to revoke a license by mailing a complaint stating the alleged reason for such proceeding to the licensee at the address shown in his most recent application or supplemental application.

B. The licensee shall, within five (5) days of the date of such mailing, unless an extension of time is granted by the council, file with the County Clerk a written and verified answer to the complaint.

C. The Board of County Commissioners shall fix a day and time for a hearing at which the licensee shall be given an opportunity to be heard. If the licensee fails to file an answer within the time required, or fails to appear at the place and time designated for the hearing, the Board shall order the license revoked.

D. The Board of County Commissioners shall, within ten (10) days from the date of the hearing, enter its order revoking or refusing to revoke the license.

E. There shall be no reopening, appeal or review of the proceedings before the Board of County Commissioners, except where it subsequently appears to the satisfaction of the Board that the licensee's failure to answer or appear was due to matters beyond his or her control, and not the result of negligence.

8.46.150 Marijuana establishment license—Issuance after revocation.

If any license is revoked under the provisions of this chapter, no license shall be granted to the licensee within two (2) years of the date of such revocation and the former licensee must provide documentation from the State of Nevada that the business has been issued a registration certificate to operate a marijuana cultivation facility in the unincorporated areas of Lander County.

8.46.160 Marijuana establishment license—Revocation—False complaints.

It is unlawful for any person to cause any complaint to be filed with the Board of County Commissioners seeking the revocation of any license knowing such complaint to be unfounded in fact.

8.46.170 Marijuana establishment license—Fee refund not allowed when ceases to operate.

If a licensee ceases to operate a licensed business or if the license is suspended or revoked there shall be no refund of the license fee.

8.46.180 Access of officials and officers to marijuana cultivation facility.

A. Lander County Officials, including the Sheriff or his designee, shall have access to every part of the premises for which a marijuana cultivation facility license is issued at any time when such establishment is open for the transaction of business and at all other reasonable times.

B. The County shall enter and inspect at least annually, with or without notice, any building or premises of a marijuana cultivation facility to ensure compliance with the standards of this Chapter and Title 17 of the Lander County Code.

C. If the County determines that there are any deficiencies in the operation of a marijuana cultivation facility, the County may suspend the marijuana cultivation facility business license and require a written plan and schedule for the corrections.

8.46.190 Annual license fees—Payment in advance—Exception.

Marijuana cultivation facility license fees shall be in the amounts provided in Section 8.46.200 and Section 8.46.210 and shall be paid in advance, as follows:

A. Application fees will be paid in their entirety.

B. Origination fees will be paid in their entirety.

C. The portion of the license fees based on the establishment's quarterly gross receipts shall be payable not later than 30 calendar days after the end of each calendar quarter.

D. Each establishment that is subject to this section shall, not later than 30 calendar days after the end of each calendar quarter, provide to the County Clerk a statement of the amount of revenue the company derived during that calendar quarter.

E. A license fee not received or postmarked within 30 calendar days after the end of each calendar quarter shall be delinquent, and the licensee shall pay, in addition to the license fee, a penalty of two percent per month of the delinquent amount.

8.46.200 Application Fees.

For each application for a business license for a marijuana cultivation facility, the applicant shall pay a one-time, non-refundable application fee. The application fee shall be one thousand five hundred dollars (\$1,500.00) for each application.

8.46.210 License fees for medical marijuana cultivation facilities.

License fees for medical marijuana cultivation facilities shall be paid as follows:

A. Origination Fees: An original fee of twenty thousand dollars (\$20,000.00), in addition to the quarterly renewal fees listed in this section, is imposed and payable prior to the issuance of a medical marijuana cultivation facility license.

B. Each medical marijuana cultivation facility licensee shall pay:

1. One percent (1%) of the gross revenue that does not exceed one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year; and also

2. Two percent (2%) of the gross revenue that exceeds one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year and does not exceed four hundred thousand dollars (\$400,000.00) per calendar quarter year; and also

3. Three percent (3%) of the gross revenue that exceeds four hundred thousand dollars (\$400,000.00) per calendar quarter year.

C. All quarterly license fees are due on the last day of each calendar quarter. If the payment is received after fifteen (15) days and before thirty (30) days after the due date, ten percent (10%) of the total license fee due shall be assessed as a penalty charge. In addition to the above ten percent (10%), if the payment is received more than thirty days (30) days after the due date, a reinstatement fee of fifteen percent (15%) of the total license fee due shall be assessed. If reinstatement does not occur within sixty (60) days, the license shall be deemed expired and may be reinstated upon filing a request for reinstatement with the County, a showing of good cause, and a payment of double license fees for the delinquent period as a penalty charge. If reinstatement does not take place within ninety (90) days following the calendar quarter, the license is deemed terminated and any application for licensure shall be processed as a new license application rather than as a reinstatement and the licensee shall remain liable for the delinquent fees, including the double license fee penalty charge.

8.46.220 License fees for retail marijuana cultivation facilities.

License fees for retail marijuana cultivation facilities shall be paid as follows:

A. Origination Fees: An original fee of twenty thousand dollars (\$20,000.00), in addition to the quarterly renewal fees listed in this section, is imposed and payable prior to the issuance of a retail marijuana cultivation facility license.

B. Each medical marijuana cultivation facility licensee shall pay:

1. One percent (1%) of the gross revenue that does not exceed one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year; and also

2. Two percent (2%) of the gross revenue that exceeds one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year and does not exceed four hundred thousand dollars (\$400,000.00) per calendar quarter year; and also

3. Three percent (3%) of the gross revenue that exceeds four hundred thousand dollars (\$400,000.00) per calendar quarter year.

C. All quarterly license fees are due on the last day of each calendar quarter. If the payment is received after fifteen (15) days and before thirty (30) days after the due date, ten percent (10%) of the total license fee due shall be assessed as a penalty charge. In addition to the above ten percent (10%), if the payment is received more than thirty days (30) days after the due date, a reinstatement fee of fifteen percent (15%) of the total license fee due shall be assessed. If reinstatement does not occur within sixty (60) days, the license shall be deemed expired and may be reinstated upon filing a request for reinstatement with the County, a showing of good cause, and a payment of double license fees for the delinquent period as a penalty charge. If reinstatement does not take place within ninety (90) days following the calendar quarter, the license is deemed terminated and any application for licensure shall be processed as a new license application rather than as a reinstatement and the licensee shall remain liable for the delinquent fees, including the double license fee penalty charge.

8.46.230 License fees for dual license marijuana cultivation facilities.

License fees for marijuana cultivation facilities licensed under both NRS 453A and NRS 453D shall be paid as follows:

A. Origination Fees: An original fee of thirty thousand dollars (\$30,000.00), in addition to the quarterly renewal fees listed in this section, is imposed and payable prior to the issuance of a retail marijuana cultivation facility license.

B. An cultivation facility that obtains a dual license under NRS 453A or 453D after paying an origination under 8.46.210 or 8.46.220 of this chapter shall pay an additional ten thousand dollars (\$10,000.00).

C. Each medical marijuana cultivation facility licensee shall pay:

1. One percent (1%) of the gross revenue that does not exceed one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year; and also

2. Two percent (2%) of the gross revenue that exceeds one hundred fifty thousand dollars (\$150,000.00) per calendar quarter year and does not exceed four hundred thousand dollars (\$400,000.00) per calendar quarter year; and also

3. Three percent (3%) of the gross revenue that exceeds four hundred thousand dollars (\$400,000.00) per calendar quarter year.

D. All quarterly license fees are due on the last day of each calendar quarter. If the payment is received after fifteen (15) days and before thirty (30) days after the due date, ten percent (10%) of the total license fee due shall be assessed as a penalty charge. In addition to the above ten percent (10%), if the payment is received more than thirty days (30) days after the due date, a reinstatement fee of fifteen percent (15%) of the total license fee due shall be assessed. If reinstatement does not occur within sixty (60) days, the license shall be deemed expired and may be reinstated upon filing a request for reinstatement with the County, a showing of good cause, and a payment of double license fees for the delinquent period as a penalty charge. If reinstatement does

not take place within ninety (90) days following the calendar quarter, the license is deemed terminated and any application for licensure shall be processed as a new license application rather than as a reinstatement and the licensee shall remain liable for the delinquent fees, including the double license fee penalty charge.

8.46.240 On Site Use Prohibited.

No marijuana shall be smoked, ingested, or otherwise consumed on the premises of any marijuana cultivation facility nor in a public place, unless otherwise provided in NRS.

8.46.250 Age Limitation.

No person under the age of twenty-one (21) years of age shall be allowed in a marijuana cultivation facility.

8.46.260 Violation—Penalty.

Any person who violates any of the provisions of this chapter is guilty of a misdemeanor.

Section 2.

REPEAL All ordinances or resolutions or parts thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

SEVERABILITY If any provision of this ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance and the provisions of this ordinance are declared.

THIS ORDINANCE shall take effect from and after passage, and after final adoption, the Lander County Commissioners are hereby authorized and directed to have is published by title together with the names of the Commissioners voting for or against its passage once a week for a period of two (2) weeks in the Battle Mountain Bugle, a newspaper published in a general circulation in the County of Lander, State of Nevada.

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Compliance with NRS 244.119. Pursuant to the requirements of NRS 244.119, the Lander County Clerk is hereby directed to file three (3) copies in the office of the county clerk and two (2) copies of this ordinance with the Librarian of the Supreme Court Law Library.

PROPOSED on the _____ day of _____, 2018.

PROPOSED by Board Member _____

PASSED on the _____ day of _____, 2018.

AYES: Commissioners _____

NAYS: Commissioners _____

ABSENT: Commissioners _____

By: _____
Doug Mills, Chairperson

ATTEST:

By: _____
Sadie Sullivan, County Clerk and Ex-Officio
Clerk of the Board of Commissioners of Lander
County, Nevada

APPROVED AS TO FORM AND LEGALITY:

By: _____
Theodore C. Herrera
Lander County District Attorney

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the passage or rejection of Ordinance No. 2018-02 amending Title 8 to add a new Chapter 8.46 of the Lander County code pertaining to recreational and medical marijuana cultivation facilities, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove using income from Lander County's investments for future grant requests within Lander County with a total cap of \$100,000 combined on all grant requests for each fiscal year, or another amount with or without a set cap, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to either appoint an individual to the Austin Justice of the Peace position to complete the term ending December 31, 2018, and to consider each of the following applicants:

- a) Daniel P. Ward;
- b) Jim Andersen;

Or to decide on another available option, and all other matters properly related thereto.

Public Comment:

Background: **Letters of interest attached.**

Recommended Action: **Appointment of an individual to complete the term of the Austin Justice of the Peace or to decide on another available option.**



Nilla Fuller <dfuller@landercountynv.org>

Fwd: letter

1 message

kwestengard <kwestengard@landercountynv.org>
To: Nilla Fuller <dfuller@landercountynv.org>

Tue, Apr 24, 2018 at 10:26 AM

Keith Westengard
Executive Director
Lander County, Nevada
(775) 635-5595 Direct Office
(775) 635-3334 Direct Fax
(775) 455-7653 Mobile

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Billy G <gbillyj88@gmail.com>
Date: 4/24/18 9:07 AM (GMT-08:00)
To: Keith Westengard <kwestengard@landercountynv.org>
Subject: Fwd: letter

----- Forwarded message -----

From: Kae Ward <kaelynn@cccomm.net>
Date: Wed, Apr 4, 2018, 3:29 PM
Subject: letter
To: <gbillyj88@gmail.com>

Per our conversation in regards to the need for a temporary justice of the peace in Austin for the remainder of the year, I would be willing to assist in any way I can, as my schedule allows/

Please accept this as my letter of interest is assisting.

signed Daniel P. Ward

LANDER COUNTY
ADMINISTRATION
2018 APR 24 AM 10:35



Nilla Fuller <dfuller@landercountynv.org>

Fwd: Austin JP

1 message

kwestengard <kwestengard@landercountynv.org>
To: Nilla Fuller <dfuller@landercountynv.org>

Tue, Apr 24, 2018 at 10:26 AM

Keith Westengard
Executive Director
Lander County, Nevada
(775) 635-5595 Direct Office
(775) 635-3334 Direct Fax
(775) 455-7653 Mobile

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Billy G <gbillyj88@gmail.com>
Date: 4/24/18 9:07 AM (GMT-08:00)
To: Keith Westengard <kwestengard@landercountynv.org>
Subject: Fwd: Austin JP

2018 APR 24 AM 10:35
LANDER COUNTY
ADMINISTRATION

----- Forwarded message -----

From: Jim Andersen <jimandersen1944@gmail.com>
Date: Sat, Apr 7, 2018, 6:13 PM
Subject: Re: Austin JP
To: Billy G <gbillyj88@gmail.com>

I have been contacted by Austin resident Billy Gandolfo in regards to providing coverage for Austin Justice Court as judge, a position I held from 1994-2006. After my retirement I was appointed by the Nevada Supreme Court to be a Senior Justice of the Peace authorized to preside over any state court not requiring a lawyer-trained judge, and it is in this capacity that I offer to assist Austin Justice Court to keep running in the absence of the current judge. I would have to travel between Pahrump and Austin whenever the need for these services arise, which entails a round trip of 600 miles, so it would be mutually beneficial to limit my visits to only those cases in which my physical presence was mandatory, but with that in mind I would be willing to consider any reasonable proposal that would help.

Jim Andersen
1101 Daytona St.
Pahrump, NV 89038
775 378-4562

April 7, 2018

On Wed, Apr 4, 2018 at 2:53 PM, Billy G <gbillyj88@gmail.com> wrote:

Hello Jim,

My address is HC 61 Box 6111 Austin, NV 89310. Or you can reply to this email with a copy of your letter. I'll get a similar letter from Dan Ward to show his willingness to cooperate and forward them on to the commissioners.

Billy Gandolfo

NRS 4.032 Justices of the peace pro tempore.

1. The board of county commissioners of each county shall select a number of persons it determines appropriate to comprise a panel of substitute justices of the peace. The persons so selected must possess the qualifications set forth in [NRS 4.010](#) for the office of justice of the peace in the respective county.

2. Whenever a justice of the peace is disqualified from acting in a case pending in the justice court or is unable to perform his or her official duties because of his or her temporary sickness or absence, or other cause, the justice of the peace shall, if necessary, appoint a person from the panel of substitute justices of the peace or, pursuant to [NRS 4.340](#), invite another justice of the peace to act in his or her place.

3. A person appointed from the panel of substitute justices of the peace must take and subscribe to the official oath before acting as a justice of the peace pro tempore. While acting in that capacity, the justice of the peace pro tempore is entitled to receive a per diem salary set by the board of county commissioners. The annual sum expended for salaries of justices of the peace pro tempore must not exceed the amount budgeted for that expense by the board of county commissioners.

4. If an appointment of a justice of the peace pro tempore becomes necessary and the justice of the peace fails or is unable to appoint a person from the panel of substitute justices pursuant to this section and fails or is unable to obtain another justice of the peace pursuant to [NRS 4.340](#), the chair of the board of county commissioners shall:

(a) In counties whose population is more than 100,000, appoint another justice of the peace pursuant to [NRS 4.340](#) or a person from the panel of substitute justices of the peace pursuant to this section, to act in his or her place.

(b) In counties whose population is 100,000 or less, appoint another justice of the peace pursuant to [NRS 4.340](#), a person from the panel of substitute justices of the peace pursuant to this section or a municipal judge pursuant to [NRS 4.345](#), to act in his or her place.

(Added to NRS by [1991, 656](#))

ATTORNEY GENERAL'S OPINIONS.

Appointment of justices of the peace pro tempore is constitutional. [NRS 4.032](#), which authorizes a board of county commissioners to appoint justices of the peace pro tempore, does not violate [Nev. Art. 6, § 8](#). [AGO 95-13 \(7-19-1995\)](#)

NRS 4.150 Vacancy in office; duty of clerk of board of county commissioners.

1. If any vacancy occurs in the office of justice of the peace, the board of county commissioners shall either:
 - (a) Appoint a person to fill the vacancy pursuant to [NRS 245.170](#); or
 - (b) Provide by resolution for an election procedure to fill the vacancy for the remainder of the unexpired term.
2. The clerk of the board of county commissioners of each county shall, within 10 days after a vacancy has occurred in the office of justice of the peace by resignation or otherwise, certify the fact of such vacancy to the Secretary of State.

[Part 31:108:1866; B § 2629; BH § 1666; C § 1812; RL § 2795; NCL § 4795] + [Part 49:108:1866; A 1933, 165; 1939, 146; 1931 NCL § 4813]—(NRS A [1975, 174](#); [1997, 1292](#))

ATTORNEY GENERAL'S OPINIONS.

Residence within township unnecessary for appointment to office of justice of the peace. If a vacancy occurs in an office of justice of the peace and the county commissioners elect, pursuant to [NRS 4.150](#), to fill the vacancy by appointment, the residency restrictions of [NRS 281.050](#) and [293.1755](#) do not apply to applicants for the appointment and the county commissioners need only appoint a "suitable person" (see [NRS 4.150](#) and [245.170](#)) which means one who is a qualified elector meeting the qualifications set forth in [Nev. Art. 2, § 1](#). A residence within the township to which the office pertains is unnecessary for appointment to that office. [AGO 87-13 \(7-30-87\)](#)

NRS 4.270 Disposition of court records in case of vacancy. If the office of a justice becomes vacant by the justice's death or removal from the township, or otherwise, before the justice's successor is elected and qualified, the docket and papers in possession of such justice must be deposited in the office of some other justice in the township, to be by the other justice delivered to the successor of such justice. If there is no other justice in the township, then the docket and papers of such justice must be deposited in the office of the county clerk of the county, to be by the county clerk delivered to the successor in office of the justice.

[1911 CPA § 862; RL § 5804; NCL § 9351]

NRS 4.280 Jurisdiction of justice of the peace with whom docket is deposited. Any justice with whom the docket of his or her predecessor, or of any other justice, is deposited, has and may exercise over all actions and proceedings entered in such docket the same jurisdiction as if originally commenced before him or her. In case of the creation of a new county, or the change of the boundary between two counties, any justice into whose hands the docket of a justice formerly acting as such within the same territory may come, is, for the purposes of this section, considered the successor of such former justice.

[1911 CPA § 863; RL § 5805; NCL § 9352]

NRS 4.340 Temporary assistance for justice of the peace: Requirements; compensation and travel expenses.

1. Whenever any justice of the peace, in consequence of ill health, absence from his or her township, or other cause, is prevented from attending to his or her official duties, the justice of the peace shall, if necessary, invite any other qualified justice of the peace of the same or another county or appoint a person from the panel of substitute justices of the peace pursuant to [NRS 4.032](#) to attend to his or her official duties, including those of registry agent. If the justice of the peace does not obtain another justice of the peace pursuant to this section and the justice of the peace fails or is unable to appoint a person from the panel of substitute justices of the peace pursuant to [NRS 4.032](#), the board of county commissioners shall:

(a) In counties whose population is more than 100,000, appoint any other justice of the peace of the same or another county or a person from the panel of substitute justices of the peace pursuant to [NRS 4.032](#) to attend to his or her official duties.

(b) In counties whose population is 100,000 or less, appoint any other justice of the peace of the same or another county or a person from the panel of substitute justices of the peace pursuant to [NRS 4.032](#) or obtain a judge of a municipal court pursuant to [NRS 4.345](#), to attend to his or her official duties.

↪ A temporary vacancy resulting from absence, disability or other cause must not be filled by another justice of the peace or a substitute justice of the peace for more than 30 days at any one time.

2. Whenever any justice of the peace, in consequence of having too many or too lengthy matters before him or her, is prevented from timely attention to his or her official duties, the justice of the peace may, with the consent of the board of county commissioners, invite any other duly qualified justice of the peace of the same or another county to attend to some or all of his or her official duties, including those of registry agent, for no more than 30 days at any one time.

3. A justice of the peace from another county temporarily acting in the place of another justice of the peace has no claim for services rendered by him or her pursuant to this section against the county in which the justice of the peace customarily serves. The justice of the peace is entitled to receive his or her necessary traveling expenses from the county in which he or she is invited to serve, together with any additional compensation authorized by the board of county commissioners of that county.

[1:101:1881; A 1885, 20; 1913, 9; 1949, 141; 1943 NCL § 8473]—(NRS A [1959, 43](#); [1979, 1367](#); [1983, 569](#); [1991, 14, 657](#))

NEVADA CASES.

Authority of visiting justice of the peace not subject to collateral attack. Under RL § 4926 (cf. [NRS 4.340](#)), which authorizes a justice of the peace who cannot attend to his official duties by reason of ill health or other cause to invite another justice of the same county to attend to such duties, where a justice of the peace, considering himself disqualified to try a criminal prosecution, invited another justice to try the cause, and all the parties assumed that the request was lawfully made, the presiding justice was at least a de facto officer, and his authority was not subject to collateral attack in a proceeding in habeas corpus instituted by persons against whom the judgment of conviction had been rendered. In re Simmons, [34 Nev. 493](#), 125 Pac. 697 (1912)

Conviction valid where prosecution presided over by visiting justice of the peace. Where a justice of the peace invited by another justice of the same county pursuant to RL § 4926 (cf. [NRS 4.340](#)) to preside in a criminal prosecution was a de facto justice while so presiding, the judgment of conviction rendered in such prosecution was valid, and if defendants had been acquitted instead of having been convicted, the acquittal would have been a good defense to any further prosecution for the same offense. In re Simmons, [34 Nev. 493](#), 125 Pac. 697 (1912)

ATTORNEY GENERAL'S OPINIONS.

Written request required. A justice of the peace of one township has no power or authority to act for another justice in the same county without a written request. AGO (9-16-1909)

NRS 245.170 Vacancies: Appointment by board of county commissioners; placement of office or position on ballot under certain circumstances. Except as otherwise provided by specific statute:

1. If a vacancy is declared in any county or township office, except the offices of district judge and county commissioner:

(a) Thirty days or more before the date of the close of filing of declarations of candidacy specified in [NRS 293.177](#), and the office is not otherwise scheduled for election at the next ensuing biennial election:

(1) The board of county commissioners shall appoint a suitable person who is an elector of the county to fill the vacancy until the first Monday of January after the next ensuing biennial election;

(2) The office must be placed on the ballot at that election; and

(3) The person elected shall serve the remainder of the unexpired term.

(b) At any other time, the board of county commissioners shall appoint a suitable person who is an elector of the county to serve the remainder of the unexpired term.

2. If a vacancy is declared in the position of a member of a town board appointed or elected pursuant to the provisions of [NRS 269.016](#) to [269.022](#), inclusive:

(a) Thirty days or more before the date of the close of filing of declarations of candidacy specified in [NRS 293.177](#), and the position is not otherwise scheduled for election at the next ensuing biennial election:

(1) The board of county commissioners shall appoint a suitable person who is an elector of the unincorporated town to fill the vacancy until the first Monday of January after the next ensuing biennial election;

(2) The position must be placed on the ballot at that election; and

(3) The person elected shall serve the remainder of the unexpired term.

(b) At any other time, the board of county commissioners shall appoint a suitable person who is an elector of the unincorporated town to serve the remainder of the unexpired term.

[19:80:1865; B § 3087; BH § 1959; C § 2121; RL § 1518; NCL § 1951] + [49:108:1866; A 1933, 165; 1939, 146; 1931 NCL § 4813]—(NRS A [1977, 54](#); [1997, 1291](#); [2013, 468](#))

REVISER'S NOTE.

NCL § 1951 provides that whenever a vacancy shall occur in any county office, except the office of county commissioner, the board of county commissioners shall appoint some suitable person to fill the vacancy until the next general election. Cf. 1931 NCL § 4813, which provides that when any vacancy shall occur in any county office, except the office of district judge, the board of county commissioners shall appoint some suitable person to fill such vacancy until the next-ensuing biennial election. Note that it would appear that 1931 NCL § 4813 supersedes NCL § 1951. However, one section excludes the office of county commissioner, the other the office of district judge. The reviser combined both sections, by excluding both the office of district judge and county commissioner, both of which are filled by the governor, and limiting the appointment until the next-ensuing biennial election.

NEVADA CASES.

Section does not contemplate appointment to fill vacancy occurring after election but before newly elected officer to assume duties, keeping duly elected person out of his regular term. Sec. 49, ch. 108, Stats. 1866 (cf. [NRS 245.170](#)), which provides that persons appointed to fill vacancies occurring in county offices shall hold office until the next general election, does not contemplate that an appointment to fill a vacancy occurring after an election but before newly elected officers are to assume their duties can keep out of his regular term a person legally chosen at such election. *State v. Wells*, [8 Nev. 105](#) (1872)

Section did not repeal statute providing for filling of vacancies in office of county commissioner. NCL § 1935 (cf. [NRS 244.040](#)), which provided for the filling of vacancies in the office of county commissioner by appointment by the governor, was not repealed by implication or otherwise by ch. 127, Stats. 1933 (cf. [NRS 245.170](#)), which provided for the filling of vacancies occurring in any county or township offices by appointment by the board of county commissioners. *State ex rel. Wichman v. Gerbig*, [55 Nev. 46](#), 24 P.2d 313 (1933)

Section has no bearing upon vacancies in state offices. NCL § 4813, as amended by ch. 112, Stats. 1939 (cf. [NRS 245.170](#)), which pertains to the filling of vacancies in county offices by election has no bearing upon the filling of vacancies in state offices. *Grant v. Payne*, [60 Nev. 250](#), 107 P.2d 307 (1940)

ATTORNEY GENERAL'S OPINIONS.

Upon sheriff's death, commissioners to appoint sheriff to act until next general election. In the event of the death of the sheriff, the county commissioners must appoint a sheriff to act until the next general election, at which time voters must elect a person to fill the unexpired term and also elect a sheriff for the succeeding term. [AGO 117 \(4-22-1914\)](#)

Justice of the peace does not forfeit office automatically by failure to execute bond, commissioners must declare office forfeited. One

who is elected a justice of the peace does not forfeit office automatically by failure to execute a bond. It is the duty of the county commissioners to declare the office forfeited and then proceed to fill the vacancy. [AGO 2 \(1-6-1917\)](#)

Upon treasurer's resignation, even if not accepted, duty of commissioners to appoint treasurer until next general election. When a county treasurer resigns, his office becomes vacant whether or not the county commissioners accept the resignation, and it is the commissioners' duty to appoint a treasurer until the next general election. [AGO 149 \(7-3-1944\)](#)

Where county officer resigns after primary election, commissioners should make appointment to fill vacancy until November election. Where a county officer resigns after the primary election, the county commissioners should make an appointment to fill the vacancy until the November election and the county central committees should pick candidates to go on the ballot. [AGO 657 \(7-26-1948\)](#)

Person appointed to fill vacancy of office of sheriff serves until next biennial election. A person appointed to fill a vacancy in the office of sheriff serves only until the next biennial election. [AGO 145 \(2-18-1952\)](#)

Person elected to fill sheriff's office by interim biennial election takes office on 1st Monday in January following election. A person elected to fill a sheriff's office by an interim biennial election takes office on the 1st Monday in January following the election rather than immediately after the election. [AGO 188 \(7-24-1956\)](#)

Vacancy on board created by resignation shall be filled by appointment by governor. A vacancy on the board of county commissioners, created by the resignation of a member of such board, shall be filled by appointment by the governor. [AGO 7 \(2-16-1959\)](#)

Where vacancy is created in office of district attorney before biennial general election and after last day for filing declaration of candidacy, appointment to fill vacancy may not extend beyond next biennial election. Under [NRS 245.170](#) and [252.060](#), relating to a vacancy in the office of district attorney and the filling of that the vacancy, where the vacancy is created before the biennial general election but after the last day for filing a declaration of candidacy pursuant to [NRS 294.120](#) (cf. [NRS 293.177](#)), an appointment to fill the vacancy may not extend beyond the next biennial election. [AGO 179 \(9-20-1960\)](#)

Where district attorney is elected at election other than general election for that office, term to begin immediately upon qualification. Under [NRS 245.170](#) and [252.060](#), relating to the filling of vacancies in county offices and the office of district attorney, where a district attorney is elected at a general election other than the general election at which district attorneys are regularly elected, his term of office begins immediately upon qualification as provided in [NRS 282.010](#), relating to the commencement of terms of elected officials. [AGO 195 \(12-2-1960\)](#)

Vacancies in office of directors of county fire protection district filled by commissioners' appointment. Offices of directors of county fire protection districts are county offices, and vacancies therein can be filled through appointment by county commissioners pursuant to [NRS 245.170](#). [AGO 240 \(8-21-1961\)](#)

Where county officer resigns after last day for filing declaration of candidacy, that office must be placed on next biennial general election pursuant to statute relating to vacancy in party nomination after primary election. Where a county officer resigns after the last day for filing a declaration of candidacy under [NRS 293.177](#), that office must be placed on the ballot for the next biennial general election because [NRS 245.170](#) limits the duration of an appointment to fill a vacancy, and a candidate for that office must be designated pursuant to [NRS 293.165](#), relating to a vacancy in a party nomination after a primary election. [AGO 84-4 \(2-6-1984\)](#)

Residence within township unnecessary for appointment to office of justice of the peace. If a vacancy occurs in the office of justice of the peace and the county commissioners elect, pursuant to [NRS 4.150](#), to fill the vacancy by appointment, the residency restrictions of [NRS 281.050](#) and [293.1755](#) do not apply to applicants for appointment and the county commissioners need only appoint a "suitable person" (see [NRS 4.150](#) and [245.170](#)) which means one who is a qualified elector meeting the qualifications set forth in [Nev. Art. 2, § 1](#). Residence within the township to which the office pertains is unnecessary for appointment to that office. [AGO 87-13 \(7-30-1987\)](#)

Membership in political party not qualification for appointment as county assessor. A board of county commissioners may not consider the political party of an applicant to fill a vacancy in the office of county assessor pursuant to [NRS 250.040](#) because membership in a political party is not a qualification for a person to be appointed to that office (see [NRS 245.170](#)). [AGO 96-16 \(6-25-1996\)](#)

Terms of office of persons filling vacancy in office of county assessor. Where there is a vacancy in the office of county assessor and the office is not scheduled for election at the next ensuing biennial election, the person appointed to fill the vacancy pursuant to [NRS 245.170](#) and [250.040](#) holds office until the next biennial election and the person elected to the office at that election holds the office for the remainder of the unexpired term. (N.B., opinion issued before amendment of [NRS 245.170](#) and [250.040](#) in 1997.) [AGO 96-16 \(6-25-1996\)](#)

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LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding ADA accessible parking on the corner of Reese Street and Front Street in Lander County, and all other matters properly related thereto.

Public Comment:

Background: Currently there are no spots near downtown. Many people with disabilities need spots by curb.

Recommended Action: ADA spot by Owl Club/Reese Street corner. ADA spot by Lander Building Supply/Reese Street.

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: 5/10/18 ~~5/12/18~~

NAME Madonna Long REPRESENTING: _____

ADDRESS: 709 N 1st

PHONE(H): 8143414158 (W): cel (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: _____

WHO WILL BE ATTENDING THE MEETING Madonna Long

JOB TITLE Consumer advocate

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: ADA accessible parking in Lander County

BACKGROUND INFORMATION Currently there are no spots near downtown many people w/ disabilities need spots by curb cuts

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? _____

1- ADA spot By Owl/club/Reese St corner
1 ADA spot By Lander building supply/Reese St

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES ✓ NO _____

AMOUNT: ?

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES _____ NO ✓

WHEN? _____

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES _____ NO ✓

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING,

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES _____ NO ✓

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES _____ NO _____

Fed ADA guidelines

THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

DATE _____

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding Lander County health benefits package as recommended by the Lander County Health Insurance Committee for FY 2018/2019, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove a plan that allows County employees without dependents or those County employees that choose not to accept dependent coverage for insurance purposes to receive an amount equal to the average paid out by the County for dependent care coverage. This average amount would be deposited into an HSA, High Deductible Health Plan account, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove awarding the bid for the Lander County Public Safety Building (Sheriffs Building) maintenance and improvement project to United Construction in an amount not to exceed \$3,006,000. United Construction of Reno, Nevada was the sole bidder for this project, bids were opened April 27, 2018 at the Lander county Clerk's office, 50 State Route 305, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the bid opening for FAA project AIP 3-32-0001-027, Realign Taxiway C at the Battle Mountain Airport and potentially award the project and to consider each of the following:

- a) Qualcon Contractors, Inc. in the amount of \$958,709.00;
 - b) Granite Construction Company in the amount of \$1,110,110.00; or
 - c) Road and Highway Builders, LLC in the amount of \$1,434,434.00;
- and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action:



Agenda Request Form
COMMISSION MEETING DATE 5/10/18

NAME David Meyer REPRESENTING J-V-B Engineers, Inc.

ADDRESS 250 S. Beechwood Dr, Suite 201, Boise, ID 83704

PHONE (H) 208-869-0859 (W) 208-376-7330 (FAX) _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? Work

WHO WILL BE ATTENDING THE MEETING? David Meyer

JOB TITLE Project Engineer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discuss Bid opening for FAA Project AIP 3-32-0001-027 - Realign Taxiway C at Battle Mountain Airport and Potentially Award Project to Low Bidder.

BACKGROUND INFORMATION: Realign Taxiway C at BAM opened bids on 5/1/18. A Bid Tabulation Spreadsheet will be provided.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Discuss bid results and potentially award project to low bidder, contingent on FAA concurrence. Sign Notice of Award to be provided.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES X NO _____

AMOUNT: Cost will be provided after bid opening.

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES _____ NO X

WHEN? _____

HAS THIS ISSUE BEEN REVIEWED BY AFFECTED DEPT HEADS? YES X NO _____

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST- NOT AT THE MEETING

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES _____ NO _____

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED REQUIRED REVIEW? YES _____ NO NA X

THE COMMISSION RESERVES THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: David Meyer DATE: 5/1/18

ENGINEER'S ESTIMATE SUMMARY

**Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
AIRPORT IMPROVEMENTS FY 2017/2018
FAA AIP PROJECT NO. 3-32-0001-026/027**

BID SCHEDULE "A" REALIGN TAXIWAY C	\$765,971.00
BID SCHEDULE "B" RELOCATE/REPLACE RUNWAY SIGNS AND UPDATE RUNWAY DESIGNATIONS	\$115,738.00
BID SCHEDULE "C" RELOCATE WIND CONES AND SEGMENTED CIRCLE	\$77,000.00

CONSTRUCTION TOTAL	\$958,709.00
ADMINISTRATION	\$5,000.00
CONSTRUCTION ENGINEERING	\$158,639.00
PROJECT TOTAL	\$1,122,348.00

PROPOSED FUNDING SUMMARY	
FAA (93.75%)	\$1,052,201.00
LANDER COUNTY (6.25%)	\$70,147.00

Note: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

BID SUMMARY				
PROJECT TITLE:	BATTLE MOUNTAIN AIRPORT - Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators			
PROJECT NUMBER:	AIP 3-32-0001-027-2018			
OWNER:	Lander County, NV			
ENGINEER:	J-U-B Engineers, Inc.			
PROPOSAL OPENING:	5/1/2018 4:00 PM			
LOCATION:	Lander County Clerk's Office			
BID INFORMATION:				
CONTRACTOR:	ENGINEER'S ESTIMATE	QUALCON CONTRACTORS, INC.	GRANITE CONSTRUCTION COMPANY	ROAD AND HIGHWAY BUILDERS, LLC
Bid Proposal (Signed)	-	X	X	X
Bid Schedule of Items & Prices	-	X	X	X
Acknowledgement of Addenda (#1, #2, #3)	-	X	X	X
Declaration of Non-Collusion	-	X	X	X
Bid Bond	-	X	X	X
Statement of Bidders Pre-Qualifications	-	X	X	X
Subcontractors List	-	X	X	X
Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions	-	X	X	X
Buy American Certificate	-	X	X	X
Trade Restriction Certification	-	X	X	X
Plan Holder	-	X	X	X
Bid Schedule A	\$479,953.00	\$765,971.00	\$944,944.00	\$1,260,303.00
Bid Schedule B	\$111,743.00	\$115,738.00	\$103,566.00	\$131,131.00
Bid Schedule C	\$85,500.00	\$77,000.00	\$61,600.00	\$43,000.00
Bid Total	\$677,196.00	\$958,709.00	\$1,110,110.00	\$1,434,434.00
Bidder Rank		1st	2nd	3rd

BID SCHEDULE "A" REALIGN TAXIWAY C
Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
AIRPORT IMPROVEMENTS FY 2018
FAA AIP PROJECT NO. 3-32-0001-027-2018

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Qualcon Contractors		Granite Construction		Road and Highway Builders	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	P-100-5.1	Contractor Quality Control	1	LS	\$20,000.00	\$20,000.00	\$65,000.00	\$65,000.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00
2	P-101-5.1	Pavement Saw Cutting	196	LF	\$4.00	\$784.00	\$5.50	\$1,078.00	\$30.00	\$5,880.00	\$18.00	\$3,528.00
3	P-101-5.2	Removal of Existing Asphalt Pavement by Milling	4,674	SY	\$3.00	\$14,022.00	\$8.00	\$37,392.00	\$2.60	\$12,152.40	\$18.00	\$84,132.00
4	P-101-5.3	Removal of Existing Pavement Markings	144	SF	\$10.00	\$1,440.00	\$4.00	\$576.00	\$3.00	\$432.00	\$10.00	\$1,440.00
5	P-102-3.1	Mobilization/Demobilization	1	LS	\$40,000.00	\$40,000.00	\$135,000.00	\$135,000.00	\$113,237.95	\$113,237.95	\$58,533.00	\$58,533.00
6	P-103-4.1	Airport Safety and Security	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00	\$40,000.00	\$40,000.00
7	P-151-4.1	Clearing	4.37	AC	\$7,000.00	\$30,590.00	\$4,000.00	\$17,480.00	\$1,700.00	\$7,429.00	\$5,000.00	\$21,850.00
8	P-152-4.1	Unclassified Excavation Placed in Embankment	1,268	CY	\$12.00	\$15,216.00	\$12.00	\$15,216.00	\$22.25	\$28,213.00	\$80.00	\$101,440.00
9	P-152-4.2	Unclassified Excavation Placed in On-Site Storage Area	2,921	CY	\$15.00	\$43,815.00	\$14.00	\$40,894.00	\$9.40	\$27,457.40	\$80.00	\$233,680.00
10	P-152-4.3	Unsuitable Overdepth Excavation	200	CY	\$70.00	\$14,000.00	\$80.00	\$16,000.00	\$25.00	\$5,000.00	\$140.00	\$28,000.00
11	P-154-5.1	Subbase Course	1,908	CY	\$50.00	\$95,400.00	\$70.00	\$133,560.00	\$150.00	\$286,200.00	\$100.00	\$190,800.00
12	P-156-5.1	Storm Water Pollution Prevention Plan and Control Measures	1	LS	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00
13	P-209-5.1	Crushed Aggregate Base Course	818	CY	\$60.00	\$49,080.00	\$85.00	\$69,530.00	\$150.00	\$122,700.00	\$150.00	\$122,700.00
14	P-401-8.1.1	Bituminous Course	1,141	TON	\$90.00	\$102,690.00	\$155.00	\$176,855.00	\$170.00	\$193,970.00	\$240.00	\$273,840.00
15	P-620-5.1	Yellow Temporary Painting without Glass Beads	605	SF	\$1.00	\$605.00	\$3.00	\$1,815.00	\$3.00	\$1,815.00	\$2.00	\$1,210.00
16	P-620-5.2	Yellow Painting with Glass Beads	605	SF	\$1.00	\$605.00	\$4.00	\$2,420.00	\$2.50	\$1,512.50	\$5.00	\$3,025.00
17	T-901-5.1	Seeding	3.69	AC	\$2,000.00	\$7,380.00	\$4,000.00	\$14,760.00	\$2,500.00	\$9,225.00	\$6,000.00	\$22,140.00
18	L-108-5.1	L-824, Type C, 1/C #8, 5kV Cable, Installed in Conduit or	422	LF	\$3.00	\$1,266.00	\$2.50	\$1,055.00	\$2.50	\$1,055.00	\$5.00	\$2,110.00
19	L-108-5.2	#6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench	205	LF	\$2.00	\$410.00	\$2.00	\$410.00	\$2.50	\$512.50	\$5.00	\$1,025.00
20	L-110-5.1	Single-way 2" Conduit, Direct Buried	205	LF	\$10.00	\$2,050.00	\$6.00	\$1,230.00	\$6.85	\$1,404.25	\$10.00	\$2,050.00
21	L-110-5.2	Multi-way 2-2" Conduit, Concrete Encased	160	LF	\$70.00	\$11,200.00	\$35.00	\$5,600.00	\$38.30	\$6,128.00	\$40.00	\$6,400.00
22	L-853-4.1	New Elevated Retroreflective Taxiway Marker	24	EA	\$350.00	\$8,400.00	\$150.00	\$3,600.00	\$350.00	\$8,400.00	\$100.00	\$2,400.00
23	L-858-5.1	New LED L-858(L) Two Module System Guidance Sign c	1	EA	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00	\$4,220.00	\$4,220.00	\$5,000.00	\$5,000.00
BID SCHEDULE "A" TOTAL						\$479,953.00		\$765,971.00		\$944,944.00		\$1,260,303.00

BID SCHEDULE "B" RELOCATE/REPLACE RUNWAY SIGNS AND CHANGE RUNWAY DESIGNATORS

Lander County, Nevada

BATTLE MOUNTAIN AIRPORT

AIRPORT IMPROVEMENTS FY 2018

FAA AIP PROJECT NO. 3-32-0001-027-2018

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Qualcon Contractors		Granite Construction		Road and Highway Builders	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	P-101-5.3	Removal of Existing Pavement Markings	16,175	SF	\$2.00	\$32,350.00	\$2.00	\$32,350.00	\$1.10	\$17,792.50	\$1.00	\$16,175.00
2.	P-102-3.1	Mobilization/Demobilization	1	LS	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00	\$14,077.00	\$14,077.00	\$3,378.00	\$3,378.00
3.	P-103-4.1	Airport Safety and Security	1	LS	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00
4.	P-620-5.1	Yellow Temporary Painting without Glass Beads	1,153	SF	\$1.00	\$1,153.00	\$2.00	\$2,306.00	\$3.00	\$3,459.00	\$2.00	\$2,306.00
5.	P-620-5.2	Yellow Painting with Glass Beads	1,153	SF	\$1.00	\$1,153.00	\$3.00	\$3,459.00	\$2.50	\$2,882.50	\$5.00	\$5,765.00
6.	P-620-5.3	White Temporary Painting without Glass Beads	3,801	SF	\$1.00	\$3,801.00	\$1.00	\$3,801.00	\$3.00	\$11,403.00	\$2.00	\$7,602.00
7.	P-620-5.4	White Painting with Glass Beads	3,801	SF	\$1.00	\$3,801.00	\$2.00	\$7,602.00	\$2.50	\$9,502.50	\$5.00	\$19,005.00
8.	L-108-5.1	L-824, Type C, 1/C #8, 5kV Cable, Installed in Conduit or	1,370	LF	\$3.00	\$4,110.00	\$2.50	\$3,425.00	\$2.50	\$3,425.00	\$5.00	\$6,850.00
9.	L-108-5.2	#6 AWG, Solid, Bare Counterpoise Wire, Installed in Trer	270	LF	\$2.50	\$675.00	\$2.50	\$675.00	\$2.50	\$675.00	\$5.00	\$1,350.00
10.	L-110-5.1	Single-way 2" Conduit, Direct Buried	270	LF	\$10.00	\$2,700.00	\$6.00	\$1,620.00	\$6.85	\$1,849.50	\$10.00	\$2,700.00
11.	L-858-5.1	New LED L-858(L) Two Module System Guidance Sign c	2	EA	\$6,000.00	\$12,000.00	\$3,000.00	\$6,000.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00
12.	L-858-5.2	New LED L-858(L) Two Module System Guidance Sign,	1	EA	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00	\$4,000.00	\$4,000.00
13.	L-858-5.3	New LED L-858(L) Three Module System Guidance Sign	2	EA	\$8,000.00	\$16,000.00	\$3,500.00	\$7,000.00	\$5,100.00	\$10,200.00	\$6,000.00	\$12,000.00
14.	L-858-5.4	New LED L-858(L) Three Module System Guidance Sign	2	EA	\$7,000.00	\$14,000.00	\$3,000.00	\$6,000.00	\$3,300.00	\$6,600.00	\$5,000.00	\$10,000.00
BID SCHEDULE "B" TOTAL						\$111,743.00		\$115,738.00		\$103,566.00		\$131,131.00

BID SCHEDULE "C" RELOCATE WIND CONES AND SEGMENTED CIRCLE
Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
AIRPORT IMPROVEMENTS FY 2018
FAA AIP PROJECT NO. 3-32-0001-027-2018

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Qualcon Contractors		Granite Construction		Road and Highway Builders	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	P-101-5.4	Removal, Refurbishing, and Relocation of Segmented Circle	1	LS	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$11,700.00	\$11,700.00	\$5,000.00	\$5,000.00
2.	P-102-3.1	Mobilization/Demobilization	1	LS	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
3.	P-103-4.1	Airport Safety and Security	1	LS	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
4.	L-107-5.1	Type L-807, Style I-A, Size 2 Wind Cone and Foundation, in	1	EA	\$30,000.00	\$30,000.00	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00
5.	L-107-5.2	Type L-807, Style II, Size 1 Wind Cone and Foundation, in	2	EA	\$20,000.00	\$40,000.00	\$8,000.00	\$16,000.00	\$8,200.00	\$16,400.00	\$8,000.00	\$16,000.00
BID SCHEDULE "C" TOTAL						\$85,500.00		\$77,000.00		\$61,600.00		\$43,000.00

NOTICE OF AWARD

To: Qualcon Contractors, Inc.; Attn: Pierre D. Ithurburu
1645 Esmeralda Ave
Minden, NV 89423

Dated: _____

PROJECT DESCRIPTION: Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators (AIP 3-32-0001-027)

The OWNER has considered the Bid submitted by you and opened on May 1, 2018, for the above-described Work in response to its Invitation for Bid and Information for Bidders.

You are hereby notified that your Bid for All Schedules has been accepted for items in the amount of

Nine Hundred Fifty-Eight Thousand, Seven Hundred Nine Dollars and Zero Cents (\$958,709.00)

You are required by the Information for Bidders to fully execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you, which is by _____.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2018

OWNER

By: _____
Signature

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged by Qualcon Contractors, Inc., this ____ day of _____, 2018.

CONTRACTOR

By: _____
Signature

Title: _____

BIDDER'S CHECKLIST

Bids will only be accepted from those registered planholders who have purchased a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc. **The following items shall constitute the BID PROPOSAL and shall be completed and accompany the Bid:**

- ☒ The BID PROPOSAL shall be filled out and signed.
- ☒ The BID SCHEDULE OF ITEMS AND UNIT PRICES shall be complete including the extensions.
- ☒ All ADDENDA shall be acknowledged on the Bid Proposal.
- ☒ A BID BOND or CERTIFIED CHECK in the amount of five percent (5%) of the TOTAL BID including alternates shall be included.
- ☒ STATEMENT OF BIDDERS PRE-QUALIFICATIONS form must be completed and included.
- ☒ SUBCONTRACTORS LIST must be completed and included.
- ☒ CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS must be filled out and included.
- ☒ BUY AMERICAN CERTIFICATE must be filled out and included. Note: Within 15 calendar days of the bid opening, the low bidder must submit to the Owner a formal waiver request and required documentation that support the type of waiver being requested.
- ☒ TRADE RESTRICTION CERTIFICATION must be filled out and included.
- ☒ Bids will only be accepted from those registered planholders who have purchased a set of plans and Contract Documents from J-U-B Engineers, Inc.

All Bids shall contain the items listed above in complete form. ***Failure to complete and provide any of the above items may be grounds for rejection of the bid as non-responsive, at the discretion of the OWNER.***

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

BID PROPOSAL

Proposal of QUALCON CONTRACTORS, INC. (hereinafter called "Bidder"), organized and existing under the laws of the State of NEVADA, doing business as * CORPORATION.

To Lander County, Nevada (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids for the **Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators Project**, having examined the Drawings and Specifications with related documents and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies and to complete the Work in accordance with the Contract Documents within the time set forth therein. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this is a part.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder agrees that the Work will be substantially completed within the time identified in the Instruction for Bidders after the date when the Contract Time commences to run.

The Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work on time.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

BID PROPOSAL (CONTINUED)

BID SCHEDULE OF ITEMS AND PRICES

The bidder agrees to perform all work described in accordance with the Contract Documents, Specifications and as shown on the Plans for the following unit prices. Unit prices for all items, all extensions, and the total amount of the Bid shall be shown.

PROJECT TITLE: Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators

CONTRACTOR NAME: QUALCON CONTRACTORS, INC.

BASE BID SCHEDULE A – REALIGN TAXIWAY C

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-100-5.1	Contractor Quality Control	1	LS	65,000.00	65,000.00
2.	P-101-5.1	Pavement Saw Cutting	196	LF	5.50	1,078.00
3.	P-101-5.2	Removal of Existing Asphalt Pavement by Milling	4,674	SY	8.00	37,392.00
4.	P-101-5.3	Removal of Existing Pavement Markings	144	SF	4.00	576.00
5.	P-102-3.1	Mobilization/Demobilization	1	LS	135,000.00	135,000.00
6.	P-103-4.1	Airport Safety and Security	1	LS	15,000.00	15,000.00
7.	P-151-4.1	Clearing	4.37	AC	4,000.00	17,480.00
8.	P-152-4.1	Unclassified Excavation Placed in Embankment	1,268	CY	12.00	15,216.00
9.	P-152-4.2	Unclassified Excavation Placed in On-Site Storage Area	2,921	CY	14.00	40,894.00
10.	P-152-4.3	Unsuitable Overdepth Excavation	200	CY	80.00	16,000.00
11.	P-154-5.1	Subbase Course	1,908	CY	70.00	133,560.00
12.	P-156-5.1	Storm Water Pollution Prevention Plan and Control Measures	1	LS	7,500.00	7,500.00
13.	P-209-5.1	Crushed Aggregate Base Course	818	CY	85.00	69,530.00
14.	P-401-8.1.1	Bituminous Course	1,141	TON	155.00	176,855.00
15.	P-620-5.1	Yellow Temporary Painting without Glass Beads	605	SF	3.00	1,815.00
16.	P-620-5.2	Yellow Painting with Glass Beads	605	SF	4.00	2,420.00
17.	T-901-5.1	Seeding	3.69	AC	4,000.00	14,760.00
18.	L-108-5.1	L-824, Type C, 1/C #8, 5kV Cable, Installed in Conduit or Duct Bank	422	LF	2.50	1,055.00
19.	L-108-5.2	#6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench or Above Conduit	205	LF	2.00	410.00
20.	L-110-5.1	Single-way 2" Conduit, Direct Buried	205	LF	6.00	1,230.00
21.	L-110-5.2	Multi-way 2-2" Conduit, Concrete Encased	160	LF	35.00	5,600.00

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

BID PROPOSAL (CONTINUED)

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
22.	L-853-4.1	New Elevated Retroreflective Taxiway Marker	24	EA	150.00	3,600.00
23.	L-858-5.1	New LED L-858(L) Two Module System Guidance Sign on New Sign Base	1	EA	4,000.00	4,000.00
BASE BID SCHEDULE A SUBTOTAL						765,971.00

ADDITIVE OPTION SCHEDULE B – RELOCATE/REPLACE RUNWAY SIGNS AND CHANGE RUNWAY DESIGNATORS

Item No.	FAA Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-101-5.3	Removal of Existing Pavement Markings	16,175	SF	2.00	32,350.00
2.	P-102-3.1	Mobilization/Demobilization	1	LS	30,000.00	30,000.00
3.	P-103-4.1	Airport Safety and Security	1	LS	8,500.00	8,500.00
4.	P-620-5.1	Yellow Temporary Painting without Glass Beads	1,153	SF	2.00	2,306.00
5.	P-620-5.2	Yellow Painting with Glass Beads	1,153	SF	3.00	3,459.00
6.	P-620-5.3	White Temporary Painting without Glass Beads	3,801	SF	1.00	3,801.00
7.	P-620-5.4	White Painting with Glass Beads	3,801	SF	2.00	7,602.00
8.	L-108-5.1	L-824, Type C, 1/C #8, 5kV Cable, Installed in Conduit or Duct Bank	1,370	LF	2.50	3,425.00
9.	L-108-5.2	#6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench or Above Conduit	270	LF	2.50	675.00
10.	L-110-5.1	Single-way 2" Conduit, Direct Buried	270	LF	6.00	1,620.00
11.	L-858-5.1	New LED L-858(L) Two Module System Guidance Sign on New Sign Base	2	EA	3,000.00	6,000.00
12.	L-858-5.2	New LED L-858(L) Two Module System Guidance Sign, Installed on Existing Base	1	EA	3,000.00	3,000.00
13.	L-858-5.3	New LED L-858(L) Three Module System Guidance Sign on New Sign Base	2	EA	3,500.00	7,000.00
14.	L-858-5.4	New LED L-858(L) Three Module System Guidance Sign, Installed on Existing Base	2	EA	3,000.00	6,000.00
ADDITIVE OPTION SCHEDULE B SUBTOTAL						115,738.00

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

BID PROPOSAL (CONTINUED)

ADDITIVE OPTION SCHEDULE C – RELOCATE WIND CONES AND SEGMENTED CIRCLE

Item No.	FAA Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-101-5.4	Removal, Refurbishing, and Relocation of Segmented Circle	1	LS	20,000.00	20,000.00
2.	P-102-3.1	Mobilization/Demobilization	1	LS	20,000.00	20,000.00
3.	P-103-4.1	Airport Safety and Security	1	LS	9,000.00	9,000.00
4.	L-107-5.1	Type L-807, Style I-A, Size 2 Wind Cone and Foundation, in Place and Operational	1	EA	12,000.00	12,000.00
5.	L-107-5.2	Type L-807, Style II, Size 1 Wind Cone and Foundation, in Place and Operational	2	EA	8,000.00	16,000.00
ADDITIVE OPTION SCHEDULE C SUBTOTAL						77,000.00

BASE BID SCHEDULE A SUBTOTAL	765,971.00
ADDITIVE OPTION SCHEDULE B SUBTOTAL	115,738.00
ADDITIVE OPTION SCHEDULE C SUBTOTAL	77,000.00
TOTAL PROJECT COST	958,709.00

The undersigned acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Date: <u>4-23-18</u>
Addendum No. <u>2</u>	Date: <u>4-25-18</u>
Addendum No. <u>3</u>	Date: <u>4-26-18</u>

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

BID PROPOSAL (CONTINUED)

NOTICE TO ALL BIDDERS

To report rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
2 CFR Part 180 & 2 CFR Part 1200

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
49 CFR Part 20 Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

BID PROPOSAL (CONTINUED)

this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) 5-1-18

BIDDERS SIGNATURE Pierre D. Ithurburn

TYPED NAME AND TITLE PIERRE D. ITHURBURN, PRESIDENT

COMPANY NAME QUALCON CONTRACTORS, INC.

MAILING ADDRESS 1645 ESMERALDA AVE., MINDEN, NV 89423

TELEPHONE (775)-782-2006

CONTRACTOR'S REVENUE TAX NUMBER 88-0183187

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Qualcon Contractors, Inc., as
Principal, and Travelers Casualty and Surety Company of America, as Surety, a corporation duly organized under the laws of the
State of Connecticut, having its principal place of business at One Tower Square in the State of Connecticut,
and authorized to do business in the State of Nevada are hereby held and firmly bound unto Lander County,
Nevada as OWNER in the penal sum of Five Percent of Total Amount Bid (\$ 5% of Bid) the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and
assigns.

Signed this 27th day of April, 2018.

The conditions of the above obligation is such that whereas the Principal has submitted to the OWNER a certain
Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Realign Taxiway
C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators, AIP # 3-32-0001-026/027.**

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall
execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with
said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall
remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and
all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond
shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such
Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of
them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed
by their proper officer, the day and year first set forth above.

Qualcon Contractors, Inc.

Principal

Travelers Casualty and Surety Company of America

By:

Kathy Rangel
Surety Kathy Rangel, Attorney-In-Fact

Countersigned: Warren G. Bender Co. / License #1010
516 Gibson Dr. Ste. 240, Roseville, CA 95678

By:

Kathy Marie Rangel
Kathy Marie Rangel / License #691731

Non-Resident Agent

The Attorney-in-Fact (Resident Agent), who executed this Bond in behalf of the Surety Company, must attach
a copy of his power-of-attorney as evidence of his authority.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

ACKNOWLEDGMENT

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

State of California
County of Placer)

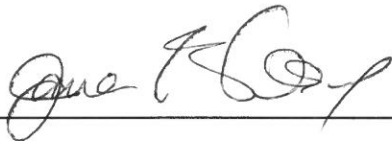
On April 27, 2018 before me, Jana B. Pilgard, Notary Public
(insert name and title of the officer)

personally appeared Kathy Rangel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

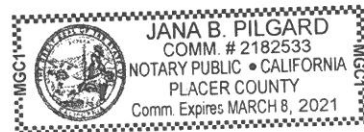
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kathy Rangel** of **Roseville, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

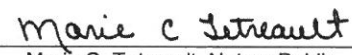
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **April**, **2018**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and office where project will be administered:

QUALCON CONTRACTORS, INC.
1645 EMERALDA AVE.
MINDEN, NV 89423

2. List two or more construction projects similar in size and scope to this project that your company has completed within the past 3 years. Provide the following:

- | | |
|----------------------------|----------------------------------|
| a. Project Name: | SEE ATTACHED JOBS COMPLETED LIST |
| b. Owner Name: | _____ |
| c. Owner Contact: | _____ |
| d. Total Contract Amount: | _____ |
| e. Project Duration: | _____ |
| f. Project Superintendent: | _____ |
| | |
| a. Project Name: | _____ |
| b. Owner Name: | _____ |
| c. Owner Contact: | _____ |
| d. Total Contract Amount: | _____ |
| e. Project Duration: | _____ |
| f. Project Superintendent: | _____ |
| | |
| a. Project Name: | _____ |
| b. Owner Name: | _____ |
| c. Owner Contact: | _____ |
| d. Total Contract Amount: | _____ |
| e. Project Duration: | _____ |
| f. Project Superintendent: | _____ |

Note: All contact information shall be verified by the CONTRACTOR to be current and correct. This information shall include: the OWNER's name, address, phone number, the OWNER's representative, who has working knowledge of the project, their name and phone number.

PROJECT NAME, LOCATION & DESCRIPTION OF PROJECT	OWNER & CONTACT	DESIGN ENGINEER	CONTRACT DATE	COMPLETED	CONTRACT PRICE
Travis AFB, Contract #FA4427-18-C-0001, Repair Sewage Line, Bldg. 51	60 Cons/LGCA, Travis AFB	Sierra Range Construction 109 NW 2nd Avenue Visalia, CA 93291 Richie Jones (559)804-1753	12/14/2017	12/16/2017	\$9,400.00
Travis AFB, NAVFAC Southwest Travis IOC-Dixon Radio Transmission Facility, Demo Existing Bridge, Grade Area, Grind and Replace Asphalt	60 Cons/LGCA, Travis AFB	Sierra Range Construction 109 NW 2nd Avenue Visalia, CA 93291 Richie Jones (559)804-1753	12/4/2017	3/9/2018	\$210,000.00
Cons Travis AFB, Contract No. FA4427-17-C-0016 Pave Rapcon Parking Lot	60 Cons/LGCA, Travis AFB	Sierra Range Construction 109 NW 2nd Avenue Visalia, CA 93291 Richie Jones (559)804-1753	11/29/2017	12/15/2017	\$120,000.00
Upper Summers Meadows Emergency Bridge Project Remove Existing Culverts and Install Prefabricated Bridge	Mono County Public Works P. O. Box 457, Bridgeport CA 93517 Garrett Higerd (760) 924-1802	Mono County	8/4/2017	In Progress	\$ 490,000.00
Caltrans Emergency Contract #03-3H4204 HWY 89 Drainage Repairs and Improvements	Caltrans - State of California North Region Construction 2520 Warren Drive, Suite A Rocklin, CA 95677 Juanah Koker, RE (916)416-7612	Caltrans	6/19/2017	In Progress	\$1,074,984.00
Truckee Tahoe Airport #3-06-0249-040-2017 Reconstruct Hangar Taxiways CD & DE (East) Grading, Drainage, Paving and Marking	City of South Lake Tahoe 1901 Airport Road Suite 206 South Lake Tahoe, CA 96150 Mark Gibbs, Airport Manager (530) 542-6182	Brandley Engineering 6125 King Road Suite 201 Loomis, CA 95650 Reinard Brandley (916)652-4725	6/1/2017	7/29/2017	\$401,843.00
Caltrans #09-368104, Sonora Junction Cold Plane Asphalt Concrete Pavement and Place Hot Mix Asphalt	Caltrans - State of California 500 South Main Street Bishop, CA 93514 Lee Scotese (760)872-0601	Caltrans	6/9/2017	In Progress	\$1,324,120.00
MCMWTC Gate Road, Avison Construction	Avison Construction Inc.	Sierra Range Construction	4/21/2017	7/1/2017	\$410,000.00

PROJECT NAME, LOCATION & DESCRIPTION OF PROJECT		OWNER & CONTACT		DESIGN ENGINEER		CONTRACT DATE COMPLETED		CONTRACT PRICE
SRC #N62473-15-C3603				109 NW 2nd Avenue Visalia, CA 93291 Richie Jones (559)804-1753				
Caltrans #09-368404, Death Valley, ACST-S027(008)E.				Caltrans - State of California 500 South Main Street Bishop, CA 93514 Chris Talbot (760)872-0601		5/22/2017 2/1/2018		\$2,426,091.00
Construct Hot Mix Asphalt Thin Blanket Overlay Inyo County								
Beatty Airport Taxiway Turnaround, AIP #3-32-0002-016				Nye County Public Works 250 N. Highway 160 Pahrump, NV 89060		4/4/2017 12/18/2017		\$514,980.00
Removal of Pavement, Construct New Taxiway, Drainage				Atkins 10509 Professional Circle Suite 102 Reno, NV 89521 Brian Fitzgerald (775)828-1622				
Travis AFB Contract #FA4427-15-C-0104, Sierra Range		Travis Air Force Base		Sierra Range Construction 109 NW 2nd Avenue Visalia, CA 93291 Richie Jones (559)804-1753		11/5/2015 6/30/2016		\$860,367.00
Construction								
Caltrans #09-362104		Caltrans - State of California 500 South Main Street Bishop, CA 93514 Lee Scotese (760)872-0601		Caltrans		4/11/2016 11/29/2016		\$440,350.80
Construct Hot Mix Asphalt Median								
West Bishop Roadway Rehabilitation Project,								
Inyo County, Pulverizing Existing Asphalt, Grading The Base Materials, Paving and Raising Utilities		County of Inyo Department of Public Works 168 N. Edwards P.O. Box Drawer Q Independence, CA 93526 Travis Dean (760)878-0203		County of Inyo Department of Public Works 168 N. Edwards P.O. Box Drawer Q Independence, CA 93526		9/6/2016 In Progress		\$2,197,425.00
Tonopah Airport Runway FAA #AIP No. 3-32-0019-14, Nye		Nye County 2101 E. Calvada Blvd Suite 200 Pahrump, NV 89048		Atkins 10509 Professional Circle Suite 102 Reno, NV 89521 Brian Fitzgerald (775)828-1622		7/18/2016 2/14/2017		\$2,268,171.10
County, Reconstruct Runway 15-33								

PROJECT NAME, LOCATION & DESCRIPTION OF PROJECT	OWNER & CONTACT	DESIGN ENGINEER	CONTRACT DATE	COMPLETED	CONTRACT PRICE
Winnemucca Municipal Airport, AIP Project No. 3-32-0021-023-2016	City of Winnemucca 90 West 4th Street Winnemucca, NV 89445	Armstrong Consultants 861 Rood Avenue Grand Junction, CO 81501	7/13/2016	8/17/2017	\$1,187,493.30
	Steve West (775)623-6333	Steve West (775)623-6333			
Caltrans #09-361104, Shoshone 09-INV-178-48.6/60.0 Construct Rubberized Hot Mix Asphalt Overlay	Caltrans - State of California 500 South Main Street Bishop, CA 93514 Chris Talbot (760)872-0601	Caltrans 500 South Main Street Bishop, CA 93514 Chris Talbot (760)872-0601	3/3/2016	10/24/2016	\$1,833,817.03
Mammoth Yosemite Airport, AIP No. 3-06-0146-031 Reconstruct General Aviation Aircraft Parking Apron A2 & A3	Town of Mammoth Lakes P.O. Box 1609 Mammoth Lakes, CA 93546 Brian Picken	Brandley Engineering 6125 King Road Suite 201 Loomis, CA 95650 Reinard Brandley (916)652-4725	9/4/2015	11/9/2016	\$1,568,701.40
Caltrans #09-361504, Stovepipe, 90-INV-190-73.3/96.8 Hot Mix Asphalt Thin Blanket Overlay	Caltrans - State of California 500 South Main Street Bishop, CA 93514 Chris Talbot (760)872-0601	Caltrans 500 South Main Street Bishop, CA 93514 Chris Talbot (760)872-0601	4/30/2015	6/27/2016	\$3,400,224.00
Caltrans #03-1A8424, HWY 89 Eldorado County, ACSTP-P089(109)E, 03-ED-89-8.6/13.8 Storm Water Quality Improvements and Overlay	Caltrans - State of California Placerville Field Office P.O. Box 2424 Placerville, CA 95667 Nathan Alerton (530)417-2471	Caltrans	9/26/2014	11/22/2016	\$12,364,943.00
June Lake Street Rehabilitation Project RPL-5947(047) Reconstruct Roadways	Mono County Public Works P.O. Box 457, Bridgeport CA 93517 Garrett Higerd (760) 924-1802	Mono County Public Works P.O. Box 457, Bridgeport CA 93517 Garrett Higerd (760) 924-1802	9/2/2014	2/2/2016	\$3,418,228.95
Upper Base Camp Training Center, N62473-12-C5024 Reconstruct Roadway	Sierra Range Construction 109 NW 2nd Avenue Visalia, CA 93291 Richie Jones (559)804-1753	Sierra Range Construction 109 NW 2nd Avenue Visalia, CA 93291 Richie Jones (559)804-1753			\$2,865,370.81

PROJECT NAME, LOCATION & DESCRIPTION OF PROJECT	OWNER & CONTACT	DESIGN ENGINEER	CONTRACT DATE	COMPLETED	CONTRACT PRICE
Caltrans Lee Vining HWY 395, 09-358804 Thin Blanket Hot Mix Asphalt Overlay	Caltrans - State of California 500 South Main Street Bishop, CA 93514 Lee Scotese (760)872-0601	Caltrans 500 South Main Street Bishop, CA 93514 Lee Scotese (760)872-0601	1/9/2015	2/4/2016	\$2,086,256.32
Washoe Travel Plaza, A & A Construction Paving	Washoe Tribe of CA & NV 919 US HWY 395 S Gardnerville, NV 89410	Washoe Tribe of CA & NV 919 US HWY 395 S Gardnerville, NV 89410	10/14/2015	12/31/2015	\$907,820.32
Truckee Tahoe Airport, FAA AIP NO. 3-06-0262-30 Reconstruct Apron	Truckee Tahoe Airport District 10356 Truckee Airport Road Truckee, CA 96161 Phred Stoner (530)587-8993	Brandley Engineering 6125 King Road Suite 201 Loomis, CA 95650 Reinard Brandley (916)652-4725	7/18/2014	10/16/2014	\$1,497,821.52
Chalfant Streets, Mono County Public Works RPL-5947(046)	Mono County Public Works P.O. Box 457 Bridgeport, CA 93517 Garrett Higerd (760) 924-1802	Mono County Public Works P.O. Box 457 Bridgeport, CA 93517 Garrett Higerd (760) 924-1802	5/22/2014	11/15/2014	\$1,392,534.78
South Lake Tahoe Airport, General Aviation Apron Reconstruction Phase 1 & 2	City of South Lake Tahoe 1901 Airport Road Suite 206 South Lake Tahoe, CA 96150 Sherry Miller	Brandley Engineering 6125 King Road Suite 201 Loomis, CA 95650 Reinard Brandley (916)652-4725	9/17/2013	9/26/2014	\$1,253,997.25
Caltrans Oasis 09-346504 (09-MNO-266-2.1/2.7) Construct Roadway Realignment	Caltrans - State of California 500 South Main Street Bishop, CA 93514 Lee Scotese (760)872-0601	Caltrans 500 South Main Street Bishop, CA 93514 Lee Scotese (760)872-0601	8/6/2014	1/21/2015	\$970,325.59
Caltrans Shoshone 09-359104 Place Hot Mix Asphalt, Superpave Thin Blanket Overlay	Caltrans - State of California 500 South Main Street Bishop, CA 93514 Chris Talbot (760)872-0601	Caltrans 500 South Main Street Bishop, CA 93514 Chris Talbot (760)872-0601	4/3/2014	11/17/2014	\$415,150.00

PROJECT NAME, LOCATION & DESCRIPTION OF PROJECT	OWNER & CONTACT	DESIGN ENGINEER	CONTRACT DATE	COMPLETED	CONTRACT PRICE
Caltrans Chaffant 09-354304 (09-MNO-6-2-4/4.0) Shoulder Widening	Caltrans - State of California 500 South Main Street Bishop, CA 93514 Chris Talbot (760)872-0601	Caltrans 500 South Main Street Bishop, CA 93514 Chris Talbot (760)872-0601	2/4/2014	7/18/2014	\$855,756.85
ESCC Mammoth Road Parking Lot, #1321800 KCC District, Reconstruct Roadway	Kern Community College District 2100 Chester Avenue Bakersfield, CA 93301 Daniel Reed (661)336-5174	WLC Architects 8163 Rochester Avenue Suite 100 Rancho Cucamonga, CA 91730 Phuc Tran (909)987-0909	5/8/2014	11/10/2014	\$844,395.00
Caltrans 09-354704, HWY 190	Caltrans - State of California 500 South Main Street Bishop, CA 93514 Chris Talbot, RE (760)872-0601	Caltrans 500 South Main Street Bishop, CA 93514 Chris Talbot, RE (760)872-0601	5/6/2013	12/6/2013	\$2,465,356.00
Bridgeport Street Rehab Project, RPL-5947(30)	Mono County Public Works P.O. Box 457 Bridgeport, CA 93517 Garrett Higerd (760) 924-1802	Mono County Public Works P.O. Box 457 Bridgeport, CA 93517 Garrett Higerd (760) 924-1802	4/16/2013	12/1/2013	\$1,976,030.00
Battle Mountain 2013 Paving, PWP-LA-2013-194	Lander County 50 State Route 305 Battle Mountain, NV 89820	Hunewill Construction 315 Artist View Wellington, NV 89444 Loren Hunewill (775)623-2992	2013	2013	\$359,067.00
Town of Minden 2013 Street Rehabilitation Project	Town of Minden 1604 Esmeralda Avenue Minden, NV 89423 Greg Hill (775)782-5976	Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 Tim Russell (775)883-1600	7/24/2013	9/20/2013	\$351,527.00
Caltrans Minor B 09A0557 Hot Mix Asphalt Digout Project Digout and Replace Pavement Sections	Caltrans - State of California 500 South Main Street Bishop, CA 93514 Joe Blommer	Caltrans 500 South Main Street Bishop, CA 93514 Joe Blommer	8/10/2013	9/11/2013	\$245,241.00



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

RUDY MALFABON, P.E., Director

In Reply Refer to:

August 25, 2017

Gerald Jensen,
Qualcon Contractors.
1645 Esmeralda Ave
Minden, NV 89423

Prequalification
Status

Gerald,

The Contractor's Statement of Experience and Financial Condition for Prequalification recently submitted by your organization has been reviewed.

Effective the date of this letter, you are prequalified to bid on Nevada Department of Transportation projects in accordance with State of Nevada Contractors License 24534.

The amount and period of your qualification is as follows:

Amount of Prequalification	\$18,312,000
Maximum Bidding Range:	R32
Date of Expiration:	9/30/2018

Your Contractor ID# is 19. To submit a bid you must have access to iCX software on the web. For information on obtaining and using iCX, contact NDOT Contract Services at ndotcontractservices@dot.nv.gov or via phone (775)888-7070, option 2.

Sincerely,

A handwritten signature in cursive script that reads "Arthur Swisher".

Arthur Swisher
Admin Assistant

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

3. List any projects involving your company that have involved litigation, threatened litigation, or negotiated settlements due to quality of work, contract time or other noncompliance with plans and specifications.

NONE

4. Provide the background and experience of the key members of your organization and staff to be assigned to the Project:

PERRIE ITHURBURGH - 15 YEARS , PROJECT MANAGEMENT
JP. ITHURBURGH - 40 YEARS. SUPERINTENDANT
MARIO PASCHKE - 5 YEARS - PROJECT MANAGEMENT

5. In order to submit a Bid, the Bidder shall be licensed by the Nevada State Contractors' Board pursuant to Nevada Revised Statutes (NRS) Chapter 624 to perform the type of work required in the contract.

Nevada Contractors License: 24534

6. Equipment: Please list below the major pieces of equipment (owned and rented) you will commit specifically to this project. Please provide specific details. Use additional sheets if necessary.

# of Units	Description	Rented or Owned	Size/Capacity
	SEE ATTACHED LIST		

Paver	Volvo	PF-6170	2008	199347
Paver	Volvo	PF-7170	2016	VCEP7170JOS387078
Paver	Blawknox	PF-3200	1999	320027-43
Paver	Blawknox	PF-875	2001	PF875-01-112
Shoulder Machine	Blawknox	RW-95		5288
Shoulder Machine	Midland	SPD-10		1024
Pick-up Machine	Lincoln	660-H	1996	2100
Pick-up Machine	Lincoln	660-AXL		
Shuttle Buggy	Roadtec	2500-B		
Steel Drum Roller	Ingersol Rand	DD158 - HFA	2005	180660
Steel Drum Roller	Ingersol Rand	DD28 - HF	2006	188733
Steel Drum Roller	Cat	CB-64	2013	
Steel Drum Roller	Cat	CB - 534 D	2005	CATCB534CFGH00456
Steel Drum Roller	Cat	CB - 54 B		CATCB54BJLXD00184
Steel Drum Roller	Cat	CB-24XT		CAT0CB24H24002693
Steel Drum Roller	Dynapac	CC421	1993	58010341
Steel Drum Roller	Dynapac	CC421	1993	58010360
Steel Drum Roller	Bomag	BW120AD - 4		1.0188E+11
Steel Drum Roller	Volvo	DD 118 HF		VCE0D113COS276078
Rubber Tire Roller	Dynapac	CP27	1990	S691B103
Rubber Tire Roller	Dynapac	CP271		
Rubber Tire Roller	Ingram			547694.P136
Rubber Tire Roller	Ingersoll Rand	PT-125R		186743
Steel Drum Dirt Roller	Ingersol Rand	SD115 - D		15322
Steel Drum Dirt Roller	Cat	CS54B		L4H00365
Sheep Foot Roller	Cat	CP-563-E		CATCP563VCNT00737
Tractor	Case	570 MXT	2014	JJGN570NTEC713084
Tractor	Cat	415 F2IL	2015	CAT0415FCPF400277
Backhoe	Case	580 - Super M	2001	JJG0284764
Excavator	Cat	320 E		CAT0320EVTFX00184
Excavator	Case	CX 50 B		N8TN82179
Loader	Cat	950 F	1997	4DJ03243
Skidsteer	Cat	262 C		CAT0262CTMST0306
Blade	Cat	140 M	2011	KHX80098CZM07878
Blade	Cat	140 G	1994	5MD02622
Broom	Laymor	8 HC	2004	29787-007
Broom	Waldon	Sweep Master II	1994	22804
Broom	BROCE	BB 250		981121

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STATEMENT OF BIDDER'S PRE-QUALIFICATIONS (Continued)

The undersigned, as a duly authorized representative of the CONTRACTOR, certifies that the information provided in this Prequalification Form is accurate as reported.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement.

Dated at MAY this 1 day of 2018.

(NAME OF BIDDER) QUALCON CONTRACTORS, INC.

By: PIERRE D. ITHURBURU / Pierre D. Ithurburu

Title: PRESIDENT

State of Nevada)
) ss.
County of Douglas)

Pierre D. Ithurburu being duly sworn deposes and says that he is President of Qualcon Contractors, Inc. (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 1st day of May, 2018.

(Notary Public) Nancy Hallstein

State of Nevada

My Commission Expires Nov. 20, 2021



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DISADVANTAGED BUSINESS ENTERPRISES

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Lander County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment. The prime CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the recipient. Delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the recipient. This clause applies to both DBE and non-DBE subcontractors.

Documentation. The following documentation shall be submitted as directed below:

- ***Letter of Intent for DBE Participation – Submit prior to Notice of Award***

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SUBCONTRACTOR LIST
 (TO BE SUBMITTED WITH BID)

Bidders are required to list the name of the **prime contractor** and **all first tier subcontractors** who will provide labor or a portion of the work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding **1 percent** of the prime contractor's total bid or **\$50,000**, whichever is greater. Bidders shall also provide a description of the labor or portion of work to be provided by the prime contractor and all first tier subcontractors as well as the estimated percent of total bid. Failure to complete this list pursuant to Nevada Revised Statute (NRS) 338.141 will result in your bid being non-responsive and therefore void.

The bidder acknowledges that the **prime contractor** will perform all work other than that being performed by a first-tier subcontractor listed below.

<u>Quince Contractors, Inc.</u>	<u>Paving, Portion of QC,</u> <u>Airport Safety, SWPPP Managed</u>	<u>38.07%</u>
Prime Contractor	Portion of Work	% of Total Bid
<u>H.E. Hunsawill Construction, Inc.</u>	<u>Sawcutting, Milling, Excavation</u> <u>Subbase, Aggregate Base</u>	<u>34.01%</u>
Subcontractor	Portion of Work	% of Total Bid
<u>Silver Sabre Electric</u>	<u>Signs, Conduit Cable,</u> <u>Wind Cones, Markers</u>	<u>6.13%</u>
Subcontractor	Portion of Work	% of Total Bid
<u>Intermountain Jumbo Seal</u>	<u>Stripe, Markings and</u> <u>Paint Removal</u>	<u>5.96%</u>
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX
DELINQUENCY AND FELONY CONVICTIONS**
(TO BE SUBMITTED WITH BID)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the owner, who will then notify the faa airports district office, which will then notify the agency's sdo to facilitate completion of the required considerations before award decisions are made.

Term definitions

Felony conviction: felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any federal law and includes conviction of an offense defined in a section of the u.s. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 u.s.c. § 3559.

Tax Delinquency: a tax delinquency is any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

BUY AMERICAN CERTIFICATION
(TO BE SUBMITTED WITH BID)

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy American Certification shall be rejected as nonresponsive.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing US domestic product
 - To furnish US domestic product for any waiver request that the FAA rejects
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

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Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

5-1-18
Date


Signature

QUADRON CONTRACTORS, INC.
Company Name

PRESIDENT
Title

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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TRADE RESTRICTION CERTIFICATION
(TO BE SUBMITTED WITH BID)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

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

By: _____

Title: _____

Company: _____

Paul D. Hill

PRESIDENT

QUALCON CONTRACTORS, INC.



CERTIFICATE OF SECRETARY

Resolved, that, effective February 26, 2018 the following individuals are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid related documents prepared and submitted on behalf of the Company, relating to any and all construction projects arising out of the Company's operations.

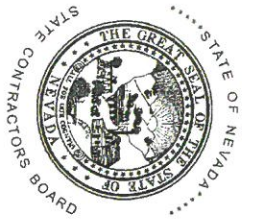
John Pierre Ithurburu, Secretary/ Treasurer
Pierre Ithurburu, President
Nancy Hallstein, Office Manager

I, John Pierre Ithurburu, do hereby certify that I am duly qualified as Secretary of Qualcon Contractors Inc., a Nevada Corporation, (the "Company"); that the foregoing is a true and correct copy of the resolution duly adopted effective February 26, 2018 by unanimous written consent of the Board of Directors, held without a meeting in accordance with the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is in full force and effect.

Dated February 26, 2018

A handwritten signature in black ink, appearing to read "John Pierre Ithurburu", is written over a horizontal line.

John Pierre Ithurburu



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-02-18-0072

QUALCON CONTRACTORS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0024534 ORIGINAL ISSUE DATE: 04/01/1987 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON MAY 1, 2018 AND EXPIRES ON APRIL 30, 2019, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 4-17-2018
FOR MARGI A. GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

SECTION 1A - BIDDERS FORMS

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

INVITATION FOR BID

Sealed proposals will be received for the Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators project, addressed to the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820 until **4:00 pm** local time on **May 1, 2018**, and then will be publicly opened and read. Bids received after the time fixed for the opening will not be considered.

A pre-bid meeting will be held at the Battle Mountain Airport, Battle Mountain Airport Road, Battle Mountain, Nevada 89820, at **3:00 pm**, local time **April 19, 2018** for those interested contractors, subcontractors, and suppliers.

The project consists of, but is not limited to, asphalt removal, excavation, embankment, subbase, base, and asphalt paving. Relocation of the wind cone will include excavation, conduit and conductor installation, structural relocation, and segmented circle relocation. Hold bar and signage relocation work will include marking removal, existing sign and concrete base removal, trenching, conduit and conductor installation, concrete placement, new sign and concrete base installation, and pavement marking. Updating runway designation marking and signage will include existing marking removal, pavement marking, and replacement of affected sign panels.

Bidding and Contract Documents will be available beginning on April 10, 2018. Copies may be obtained at the office of J-U-B ENGINEERS, Inc., located at 250 S Beechwood St, Suite 201, Boise, Idaho, 83709. Electronic copies are available for \$10.00 or paper copies for \$50.00 for each set, which is non-refundable. Arrangements can also be made by phone at (208) 376-7330 or by email at plamana@jub.com to purchase and obtain an electronic copy by mail.

Each bid must be accompanied by a certified check, cash, cashier's check, or bid bond in an amount not less than 5% of the total bid.

CIVIL RIGHTS – TITLE VI

Lander County, Nevada in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

The proposed contract is also under and subject to the following federal clauses:

- Executive Order 11246 of September 24, 1986, Affirmative Action,
- Equal Employment Opportunity (EEO)
- Government-wide Debarment and Suspension
- Government-wide Requirements for Drug-free Workplace
- Foreign Trade Restrictions
- Buy American Preference

All required Federal Clauses including the labor provisions, and wage rates are included in the specifications and bid documents. Each bidder must supply all of the information required by the bid documents and specifications.

This project includes Federal funds and is subject to the wage provisions of the Federal Davis-Bacon, State of Nevada Prevailing Wage Rates, and related acts.

Each bidder shall furnish the Statement of Bidders Pre-Qualifications to the OWNER with satisfactory evidence of his competency to perform the work contemplated with the bid.

Lander County, Nevada
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Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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Lander County is an equal opportunity and affirmative action employer. The requirements of 49 CFR part 26 apply to this contract. It is the policy of Lander County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Lander County reserves the right to reject any and all proposals, waive any informalities, or irregularities, postpone the award of the Contract for a period not to exceed one hundred twenty (120) days, and accept the proposal that is in the best interest of Lander County. The award of the Bid is contingent upon the receipt of Federal funding.

Dated this ____ day of ____, 2018.

Keith Westengard, Executive Director

Where Published

Date(s) Published

_____	_____
_____	_____
_____	_____

INFORMATION FOR BIDDERS

1. PREPARATION OF BID

In addition to the requirements of Section 20 of the FAA General Conditions the following shall apply:

- A. Bids will only be accepted from those registered planholders who have purchased a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc.
- B. All bids must be submitted on the prescribed forms. Included in these specifications is a complete set of bid forms. Separate copies of bid forms are available on the ftp site. Erasures or other changes in the bids must be initialed and explained or noted over the signature of the bidder.
- C. Bids shall be submitted in sealed envelopes bearing, on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. If forwarded by mail the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.
- D. No bid will be accepted unless signed by the bidder or his authorized agent.
- E. The proposal form invites bids on definite plans and specifications. Only the amounts and information asked for in the proposal form furnished will be considered as the bid. Each bidder shall bid on the work exactly as specified and as provided in the proposal form.
- F. Quantities and Unit Prices: The quantities shown in the Bid Proposal are approximate for comparing bids, and no claim shall be made against the OWNER for excess or deficiency therein. Actual or relative payment at the above prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, machinery, and all other expenditures incidental to satisfactory compliance with the contract unless otherwise specifically provided. In the event of discrepancy between the prices quoted in the proposal the unit price shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the contract documents.
- G. All labor, equipment, and materials required for the manufacturing and installation of this project shall be incorporated into the bid items as provided in the bid proposal. Payment for general construction items that are not listed in the Bid Proposal, but are shown or required by the Contract Documents, are indicative of the fact that the items of work not listed are considered as incidental to the bid items listed in the Bid Proposal. Unless the work to be performed is specifically called out in the Bid Proposal, measurement and payment for such work shall be included in other applicable items of the Bid Proposal.

2. QUALIFICATIONS OF BIDDER

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. The OWNER reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily in accordance with Section 20-02 of the FAA General Provisions and Section 3.20 of the Owners General Conditions.

CONTRACTOR shall provide the "Statement of Bidders Pre-Qualifications Form" at the time of Bid.

Lander County, Nevada
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3. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the Specifications, including Drawings. Neither the OWNER nor the ENGINEER will be responsible for oral interpretations. Every request for such an interpretation shall be made in writing to the ENGINEER, J-U-B ENGINEERS, Inc., 250 S. Beechwood Dr., Suite 201, Boise, Idaho 83709. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the specifications that, if issued, will be on file in the office of the OWNER and the office of the ENGINEER. In addition, addenda will be mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

4. BID MODIFICATION

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, providing such communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the fax modification over the signature of the bidder was delivered prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the bid modification. Email modifications shall be sent to David Meyer, P.E. at dmeyer@jub.com.

5. BID SECURITY

Each bid must be accompanied by cashier's check, certified check, or a bid bond prepared on the form of bid bond approved, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such checks or bid bonds will be returned promptly after the OWNER and the accepted bidder have executed the contract, or if no award has been made within One Hundred Twenty (120) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Should the successful bidder fail or refuse to execute and deliver the Contract, insurance certificates and bonds required within 15 calendar days after he has received notice of the acceptance of his bid, he shall forfeit to the OWNER as liquidated damages for such failure or refusal, the security deposited with his bid.

7. EXAMINATIONS OF SITE, PRE-BID INSPECTION AND CONDITIONS OF WORK

- A. Bidders are encouraged to attend the pre-bid meeting, if one has been scheduled and/or visit the site of the work, compare the drawings and specifications with facilities in place and fully inform themselves of all conditions. Requests for site information and site visits shall be submitted through the ENGINEER at least seven (7) days prior to the bid opening. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing any material or performing any work that may be required to complete work in accordance with drawings and specifications without additional cost to OWNER.
- B. Bidders are cautioned against unauthorized entry upon operation portions of the Airport. All requests for pre-bid site inspections shall be submitted through the ENGINEER at least seven (7) days prior to the bid opening.
- C. Bidders must inform themselves of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

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8. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full. Bidder is directed to Section 4 Federal Clauses.

9. BUY AMERICA PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

10. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Lander County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Owner has a DBE race neutral goal of **1.56%** in compliance with their 49 CFR Part 26 program. The goal is not a contractual obligation, however, the Owner encourages efforts by the contractor to achieve this goal. The CONTRACTOR is directed to Section 1B of the Contract Documents as well as Section 4 – Federal Clauses for additional information and DBE forms.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out any applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

11. AWARD OF CONTRACT, REJECTION OF BIDS

- A. The OWNER reserves the right to reject any or all bids and to waive any informalities, claims or irregularities in the bids or in the bidding. No bidder may withdraw his bid after the hour set for the opening thereof or before the award of contract unless the award is delayed for a period exceeding one hundred twenty (120) days.
- B. The contract will be awarded to the responsible bidder submitting the lowest total base bid and all additive bid(s) selected, complying with the plans, specifications and conditions of the Contract Documents. The bidder to whom the award is made will be notified at the earliest practicable date. The OWNER reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejections or waivers are in the interest of the OWNER.
- C. The OWNER also reserves the right to reject the bid of any bidder who has in the OWNERS opinion, previously failed to perform properly or complete on time, contracts of a similar nature; who is not in a position to perform the Contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material vendors or employees. In determining the lowest responsible bidder, the following elements in addition to those above-mentioned will be considered: whether the business involved 1) maintains a permanent place of business; 2) has adequate equipment available to do the work properly and expeditiously; 3) has suitable financial resources to meet the obligations incidental to the work; and 4) has appropriate technical experience.

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- D. Each bid schedule shall be independent and stand on its own and include all applicable costs to perform the work within the schedule to include all overhead, profit, administrative, insurance, mobilization, and bonding costs.
- E. An award may not be made unless sufficient funding is available. The OWNER'S administrative costs may be used as a factor in the evaluation of bids and determination of award.
- F. Prior to issuing a Notice of Award, CONTRACTOR shall complete and submit the ***Letter of Intent for DBE Participation and Non-Trafficking Certification***.

12. PERFORMANCE AND PAYMENT BOND, EXECUTION OF CONTRACT

- A. Subsequent to the award and within fifteen (15) calendar days after the prescribed forms are presented for signature, the successful bidder shall execute a contract in such number of copies as the OWNER may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish separate 100% performance and payment bonds conditioned that such person shall faithfully perform all the provisions of the Contract and pay all the laborers, mechanics and subcontractors and material vendors and all persons who shall supply such person or persons or subcontractors with supplies for the carrying on of such work. Such bonds shall bear the same date as, or a date subsequent to, the date of the Contract.
- C. On each such bond, the rate of premium shall be stated together with the total amount of the premium charged. The current power of attorney of the person who signs for any surety company shall be attached to such bond.

The failure of the successful bidder to execute such Contract and to supply the required bonds within fifteen (15) calendar days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant based upon reasons determined adequate by the OWNER, shall constitute a default, and the OWNER may either award the Contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed up to the amount of the Bid Bond.

13. REQUIREMENTS FOR BIDS FOR AIP CONTRACTS

CONTRACTOR is directed to Section 4 - Federal Clauses for additional Federal requirements. Contractor shall comply with all federal clauses and include in their subcontracts.

14. INSURANCE COVERAGES AND LIMITS

The insurance requirements as defined in subsection 3.30-06 of the Owners Conditions shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the OWNER. The cost of any claim payments falling within the deductible shall be the responsibility of the CONTRACTOR.

- A. Worker's Compensation, injury, illness, disease, or death coverage, under Section 3.30-06.1 paragraph "a" and "b".
 - (1) State Statutory
 - (2) a. Employer's Liability, Each Accident- \$1,000,000
 - b. Employer's Liability, Disease – Each Employee \$1,000,000
 - c. Employer's Liability, Disease - Policy Limit \$1,000,000

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- B. Aggregate Unimpaired Commercial General Liability under Section 3.30-06.1 paragraph "c" through paragraph "e" (including Premises-Operations; Independent CONTRACTORS' Protection; Products and Completed Operations for a period of one year following final acceptance of the work; Broad Form Property Damage, Contractual Liability, Personal/Advertising Injury):

(1)	Each Occurrence	\$1,000,000
(2)	General Aggregate	\$2,000,000
(3)	Products & Completed Products Aggregate	\$1,000,000
(4)	Personal & Advertising Injury, Each Offense	\$1,000,000
(5)	Property damage liability insurance providing explosion, collapse, or underground property damage (XCU), and aviation exposure coverage	\$1,000,000

- C. Automobile Insurance under subsection 3.30.06.1 paragraph "e" to include all owned/non-owned and hired vehicles:

(1)	Bodily Injury, Each Accident	\$1,000,000
(2)	Property Damage, Each Accident	\$1,000,000 or
(3)	Combined Single Limit, Each Accident	\$1,000,000

- D. CONTRACTOR shall be responsible for all materials until the project has been formally accepted by the OWNER.

- E. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- Lander County, Nevada and the Battle Mountain Airport
- J-U-B ENGINEERS, Inc.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.

All endorsements adding Additional Insureds to required policies shall be issued on a form deemed acceptable by the Owner, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the Automobile policies.

15. PHASED CONSTRUCTION

The project will be completed in three phases as shown in the Construction Drawings.

16. BID SCHEDULE

The CONTRACTOR'S Bid Proposal shall include his/her bid to complete all work identified in the Contract Documents on the Bid Schedule of Items and Prices, including the Base Bid Schedules and all Additive Alternate Bids as follows:

- **Base Bid Schedule A** – Includes all work associated with Realigning Taxiway C.
- **Additive Option Bid Schedule B** – Includes all work associated with Relocating or Replacing Existing Runway Lighted Signs and Updating Runway Designations. This bid schedule also includes work associated with relocating the hold bars for Runway 3/21.
- **Additive Option Bid Schedule C** – Includes all work associated with Relocating Wind Cones and Segmented Circle.

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Low bidder will be determined by the total of the Base Bid Schedule and any Additive Option bid schedules selected by the OWNER, dependent upon available funding.

17. TIME OF COMPLETION

The Contract for the Work shall be substantially complete within 48 calendar days from the date as set forth in the Notice to Proceed. Contract Time shall start three (3) working days from the date of issuance of the Notice to Proceed. The time for completion shall include the time necessary to order and procure materials. The CONTRACTOR may not begin actual field installation of work until CONTRACTOR can demonstrate that all materials are available and weather conditions will allow completion of all work. CONTRACTOR is specifically referred to Section P-401, Plant Mix Bituminous Pavements whereby the mix designs must be approved prior to starting construction. The intent is to reduce the impact to airport operations and field engineering time. The CONTRACTOR shall present and update their project schedule prior to field installations, to ensure progressive completion.

18. LIQUIDATED DAMAGES

The CONTRACTOR agrees to pay, as liquidated damages, the sum of One Thousand, Five Hundred Dollars (\$1,500.00) plus any alternate bids for each consecutive calendar day thereafter that the Work remains uncompleted for the project.

19. AVAILABILITY OF EXISTING BASE AND SURFACING AGGREGATE FOR REUSE

Suitable material excavated during the project may be used in embankments outside of the pavement section with prior approval of the ENGINEER and OWNER. The existing section is comprised of a mix of crushed aggregate base and subbase courses. Review boring logs for actual availability for reuse.

20. CONTRACTOR QUALITY CONTROL PROGRAM

The CONTRACTOR is directed to the FAA General Conditions and Technical Specifications which require a detailed and stringent quality control plan, program, and testing process. This program is to be accomplished independently of the OWNER'S/ENGINEER'S Quality Assurance requirements.

21. AIRPORT OPERATIONS

The Battle Mountain Airport is a continuous operations airport of arrivals and departures of BLM firefighting aircraft and unscheduled takeoffs and arrivals of general aviation aircraft. Taxiway C will be closed during Phases 1 and 2, while Runway 12-30 will be closed during Phase 2 and Runway 3-21 will be closed during Phase 3.

Traffic NOTAMs are required to be in place for all runway closures as directed in the Safety Plan. The CONTRACTOR shall notify the ENGINEER and OWNER a minimum of three (3) working days prior to any runway closure. Entering or crossing an active runway and taxiway shall only be allowed with authorization from the OWNER designated escort.

22. PROJECT ACCESS

Access to the work area shall be from gate(s) to be designated by the OWNER. The primary construction access gate for all vehicles will be the manual gate located northwest of the main gate on Battle Mountain Airport Road. The Contractor will be responsible for providing a lock and chain to secure the gate outside of working hours. Access using the main gate will not be allowed. Access into the site from points other than those designated shall be prohibited unless approved by the OWNER. See the General Plan for access to the project site. All active pavement crossings shall be protected with full width steel plates.

The CONTRACTOR shall be solely responsible for, and bear all costs associated with the maintenance and dust control of access roads and all work areas during construction including any areas shut down (for winter or otherwise).

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23. WAGE RATES

This project includes Federal funds and is subject to the Federal Davis-Bacon and related acts. The CONTRACTOR and every subcontractor on the project must pay the higher of the federal prevailing wage rates or the Nevada State Prevailing Wage Rates for the project. The performance of any part of this contract shall be in accordance with the provisions of Chapter 338 of Nevada State Law and the Federal requirements outlined in Section 3, Federal Contract Clauses, included in this specification. The rules and regulations of the Nevada Office of the Labor Commission and the schedule of prevailing wage rates for the locality or localities where this contract will be performed are as determined by Nevada Office of the Labor Commission.

Federal Davis-Bacon and State of Nevada Prevailing Wage Rates are applicable for this project. In as much as the CONTRACTOR will be held responsible for paying the prevailing wages, it is imperative that all CONTRACTORS and all Subcontractors familiarize themselves with the classifications and current wage rates before submitting Bids based on these specifications. The Contractor and all Subcontractors are responsible for determining that the employees performing work on this job fall within one or more of the classifications listed on the attached Federal Wage Determination. If a classification is missing from the Wage Determination the Contractor MUST advise the engineer and initiate a request for approval of a proposed wage and benefit rate. The CONTRACTOR is responsible for any additional wages required as part of the wage rate conformance including subconsultants. Failure to notify the Engineer of missing classifications will not be cause for consideration for additional compensation.

All Certified Payrolls must be received with 10 days of the payroll date for each week in which work was performed. For those weeks where no work was performed a No Work Performed (NWP) notice must be received within 10 of the week ending. Payments will not be made unless all Certified Payrolls or NWP have been received from the Contractor and subcontractors.

Bidders shall include in the Bid any filing fees required to comply with the applicable labor laws.

24. SUBCONTRACTS PROVIDED TO ENGINEER

As per Section 80 of the FAA General Provisions the Contractor shall provide copies of all subcontracts to the Engineer. All Federal Clauses identified in Section 4 **must** be included verbatim in subcontracts. Including by reference only is not acceptable.

25. PERMITS, FEES, AND TAXES

The CONTRACTOR shall be responsible for all associated costs for permits, taxes, connection fees, utility addition and relocation fees, water costs, and inspection fees assessed by the State, County, or City and other private and public utilities required in the construction of the project.

26. CONTRACTORS USE OF MACHINE/COMPUTER CONTROLLED GRADE SETTING EQUIPMENT

CONTRACTOR shall refer to Section 2 - FAA General Provisions, Subsection 50-06 and Section 3 – Owners General Conditions, Subsection 350-06 regarding the use of Engineer provided electronic media for machine/computer controlled grade setting equipment use. Electronic Media will not be provided for reuse.

Lander County, Nevada
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27. GEOTECHNICAL STUDIES

A geotechnical study was prepared for this project. The boring logs are included in Appendix A. The CONTRACTOR shall be responsible to familiarize themselves with this study and the existing site conditions in preparation of their bid proposal.

28. WATER FOR CONSTRUCTION

CONTRACTOR shall refer to Section 3 – Owners General Conditions, Subsection 3.70.02 regarding water for construction

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2018 through December 31, 2018, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2018 through December 31, 2018, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Richard A. Watts, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2018 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 1, 2018


Richard A. Watts



EXHIBIT 1

AUTHORIZED SIGNERS

**Granite Construction Company
Northwest Group
Nevada Region**

AUTHORIZED SIGNERS

Brian Dowd, VP Nevada Region
Don Sawyer, Las Vegas Project Manager
Taylor Polan, Chief Estimator
Caleb Juve, Area Manager
Matt Cates, Area Manager

ATTESTORS

Don Sawyer, Las Vegas Project Manager
Kelly Kuszmaul, Regional Controller
Cathy L. Gomez, Office Manager
Terry L. Long, Executive Assistant

EXHIBIT 2

AUTHORIZED SIGNERS **Granite Construction Company** **Northwest Group**

AUTHORIZED SIGNERS
Brian Dowd, VP Nevada Region
Jason Klaumann, VP Utah Region
Derek Betts, VP Alaska Region
Todd A. Hill, VP Arizona Region
Carter Rohrbough, VP Washington Region

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
GRANITE CONSTRUCTION COMPANY

Licensed since January 10, 1964

License No. **0008079**

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

PRINCIPALS:

JAMES ROBERTS, President, QI
RICHARD WATTS, Secretary
JIGISHA DESAI, Treasurer
MICHAEL DONNINO, Vice President

A-General Engineering

LIMIT: Unlimited
EXPIRES: 01/31/2020



Margaret Cavin
Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
ATTN: LEGAL DEPT
WATSONVILLE, CA 95076

LIC. NO.
0008079
EXPIRES:
01/31/2020

LIMIT: Unlimited

Class: A

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
ATTN: LEGAL DEPT
WATSONVILLE, CA 95076



NEVADA STATE CONTRACTORS BOARD

5390 KIEITZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-24-0025

GRANITE CONSTRUCTION COMPANY (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0008079 ORIGINAL ISSUE DATE: 01/10/1964 BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED**

STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **FEBRUARY 1, 2018** AND EXPIRES ON **JANUARY 31, 2019**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

DATE 1/12/2018



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

MEMORANDUM

TO: Planholders for
FY 2018 Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and
Change Runway Designators
Battle Mountain, Nevada
Lander County, Nevada
AIP Project No. 3-32-0001-026/027-2018

FROM: Tom Lemenager
J-U-B Engineers, Inc.
250 S. Beechwood Ave., Suite 201
Boise, Idaho, 83709
(208) 376-7330

DATE: April 23, 2018 (16 Sheets including this Memo)

SUBJECT: FY 2018 Airport Improvements to Battle Mountain Airport – Realign
Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway
Designators - Bid Addendum #1

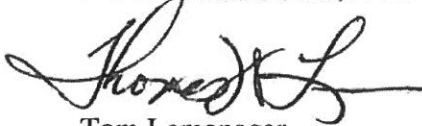
Transmitted herewith is the following:

1. Addendum No. One (1)
2. Page P-101-1 – Surface Preparation to be added to Project Specifications
3. Minutes of Prebid Conference held April 19, 2018
4. Planholder's List for AIP Project No. 3-32-0001-026/027-2018

Please incorporate this information into your project document set.

This Addendum is sent by EMAIL only. Please acknowledge receipt by replying to this email to acknowledge receipt of the addendum.

J-U-B ENGINEERS, INC.



Tom Lemenager
Project Manager

3. **Contract Documents, Section 7 – Specifications for Construction, Item L-115 Electrical Manholes and Junction Structures – 115-4.1** – Delete the first two sentences and replace them with the following text: “Electrical manholes and junction structures shall not be measured but shall be considered incidental to the relocation of the lighted wind cone (Pay Item L-107-5.1). The following additional items are specifically included with this item, which are also incidental to the relocation of the lighted wind cone.”
4. **Contract Documents, Section 7 – Specifications for Construction, Item L-115 Electrical Manholes and Junction Structures – 115-5.1** – Delete the existing text in this section and replace it with the following text: “No direct payment will be made for electrical manholes and junction structures, including electrical hand holes. This item and all associated work to complete it per the project plans shall be considered incidental to the relocation of the lighted wind cone (Pay Item L-107-5.1).”

END OF ADDENDUM

**BATTLE MOUNTAIN AIRPORT
BATTLE MOUNTAIN, NEVADA
PRE-BID CONFERENCE MINUTES
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs,
and Change Runway Designators
AIP NO. 3-32-0001-027-2018
3:00 P.M., April 19, 2018**

Introductions and sign attendance list.

Pre-bid conference is an opportunity to discuss the project scope and contract issues, answer questions, and look at the site.

I. ADMINISTRATION

A. Scope of Project Work

1. The project has been advertised three time in both the "Reno Gazette" & the "Salt Lake City Tribune" (April 2nd, April 9th, and April 16th).
2. The project consists of three Bid Schedules:
 - a. **Base Bid Schedule A** – Realign Taxiway C
 - b. **Additive Option Schedule B** – Relocate/Replace Runway Signs and Change Runway Designators
 - c. **Additive Option Schedule C** – Relocate Wind Cones and Segmented Circle
3. Bidders must submit a sealed bid with all required documentation. A single award will be made.
4. Funding Source: FAA (93.75%), Lander County (6.25%)
5. Project is subject to Federal (Davis-Bacon) wage rates, State of Nevada Prevailing Wage Rates, and Federal DBE requirements (1.56% race neutral) and other FAA criteria. Particular emphasis is placed on quality control and quality control documentation.

B. Overall Schedule, Target Dates

1. Bid Opening: Bids will be accepted until 4:00 p.m. local time, May 1, 2018 at the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820. Late bids will not be accepted.
2. At that time, Bids will be opened, read aloud and reviewed by Engineer prior to award.
3. Award of contract is contingent on the City receiving a FAA grant. The Notice of Award becomes effective once the Owner has received and executes a FAA grant. Award is anticipated within 120 days of the bid opening.

- Place New Embankment
- Place and Compact Subbase Course
- Install and Prepare Base Course

The Contractors and their respective subcontractors shall complete Phase 1 in 24 calendar days (Monday 7 a.m. to Friday 5 p.m.). In the event Phase 1 is not complete within the stated time, the Contractor shall be assessed liquidated damages of \$1,500 per each day of delay to the completion of the work.

Prior to the removal of barricades, a substantial completion inspection shall be conducted for Phase 1. The Engineer will identify any deficient items to be completed or corrected by the Contractor. All such "punch list" items must be completed within the time limit specified for Phase 1 or the Contractor shall be assessed liquidated damages as indicated above. The Contractor shall be responsible to indicate any work items that cannot be complete within the Contract Times.

- B. Phase 2:** Phase 2 shall consist of Taxiway C relocation inside the Runway 12-30 Runway Safety Area (RSA) as well as asphalt paving and pavement marking for the entire Taxiway C realignment. The existing runway designation markings and signage for Runway 12-30 will also be updated as part of this phase. Runway 12-30 will be closed during this phase of work.

The work tasks of Phase 2 must be completed as shown on the Operation and Safety Plan sheet of the Project Drawings. The Contractor shall be restricted to the access routes as shown on the Project Drawings. Construction activities associated with Phase 2 on-site work shall not begin until the Contractor completes the following:

- Completes Phase 1
- Confirms their intent to begin construction 48 hours in advance.

Construction activities to be completed during Phase 2 shall meet the requirements of this section and as shown on the Project Drawings. These items include, but are not limited to the following:

- Airport Issues Closure NOTAM for Runway 12-30
- Place Closure Barricades and Closure X's
- Remove Existing Asphalt within RSA
- Excavate Existing Embankment within RSA
- Update Runway 12-30 Signage for New Designations
- Remove Existing Runway Designation Marking and Mark with Updated Designations
- Place New Embankment within RSA
- Place Subbase Course within RSA
- Install and Prepare Base Course within RSA
- Asphalt Paving
- Install Gravel Shoulders
- Place Temporary Pavement Marking (Without Beads)
- Remove Barricades and Closure X's – Open Runway 12-30 and Taxiway C

will be granted 1 additional calendar day to complete final pavement markings for this phase after the 30-day waiting period referenced above.

Prior to the removal of barricades, a substantial completion inspection shall be conducted for Phase 3. The Engineer will identify any deficient items to be completed or corrected by the Contractor. All such "punch list" items must be completed within the time limit specified for Phase 1 or the Contractor shall be assessed liquidated damages as indicated above. The Contractor shall be responsible to indicate any work items that cannot be complete within the Contract Times.

D. Bid Schedules

1. The Bid Schedule is as identified on the Construction Layout Plan. Phasing is described on the Operation and Safety Plan sheet.

BASE BID SCHEDULE A: Realign Taxiway C

ADDITIVE OPTION SCHEDULE B: Relocate/Replace Runway Signs and Change Runway Designators

ADDITIVE OPTION SCHEDULE C: Relocate Wind Cones and Segmented Circle

2. Contractors are warned about possible deletion of work due to budget limitations. This could occur in the form of deletion of an entire schedule or line items within individual Schedules. Inadequate funding is not anticipated but always possible.

E. Bid Submittal

1. "Instruction to Bidders" discusses the Bid Form and Documents. Submit all **16** sheets of the Bidding Documents/Bid Proposal. The Bidding Documents/Bid Proposal includes the required bid forms. Failure to submit required copies of all forms, certificates, statements, lists, and requirements from this section is a non-responsive bid.
2. 5% Bid Bond or other suitable security is required.
3. No addenda issued at this time. Minutes of this meeting, plan holders list, and Addendum One will be sent out to the Planholders. Contractor must acknowledge receipt of all addenda in the bidding documents.
4. Sign bid forms appropriately, attest and seal all signatures.
5. Fill in numbers in bidding proposal, double check math.

F. Award Criteria

1. Reference Item 16, Information to Bidders

"Low bidder will be determined by the total of the Base Bid Schedule and any Additive Option bid schedules selected by the OWNER, dependent upon available funding."

II. CONSTRUCTION

A. Safety

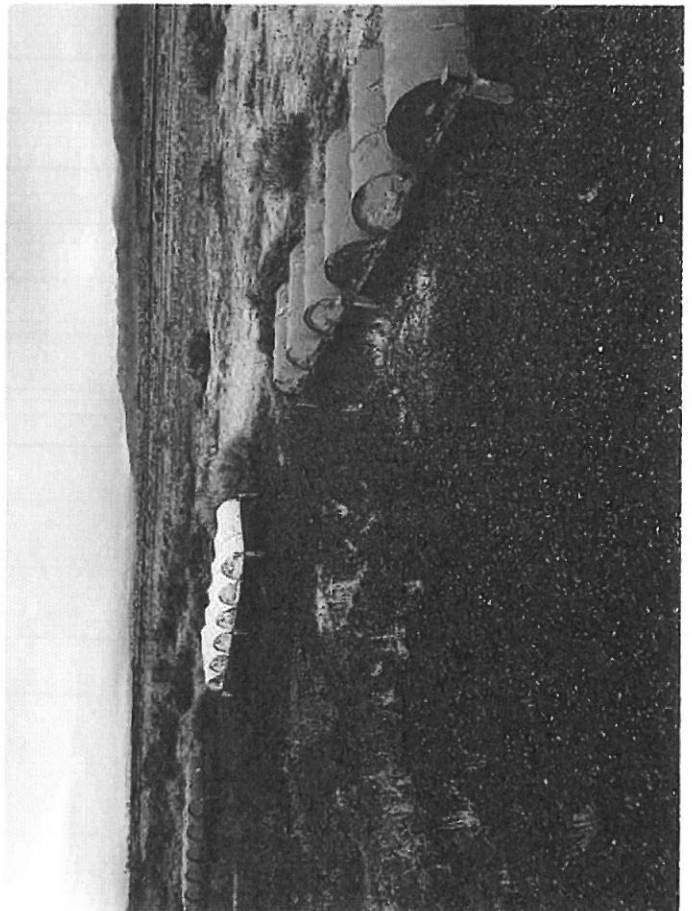
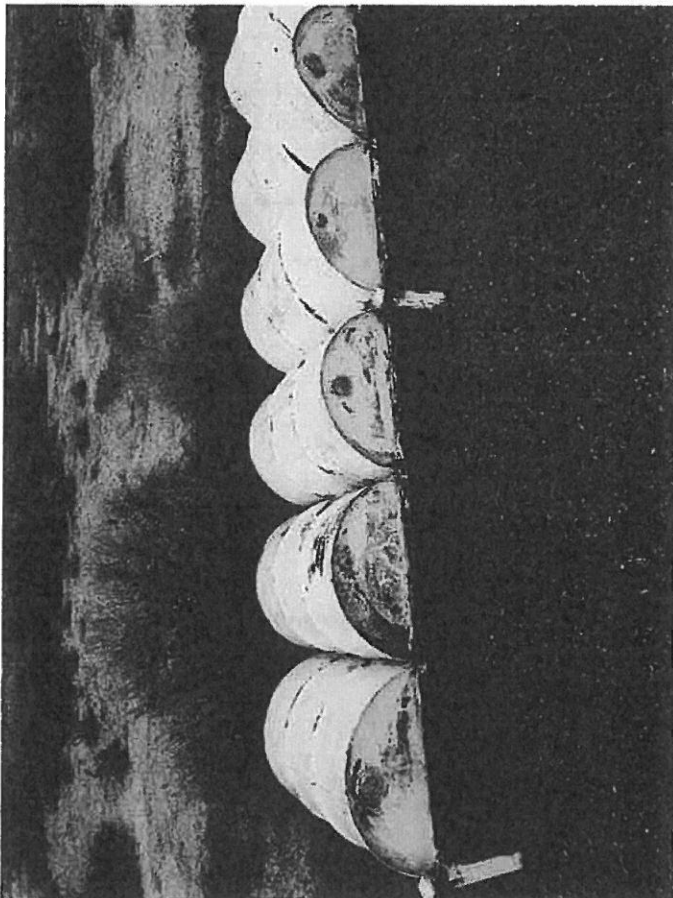
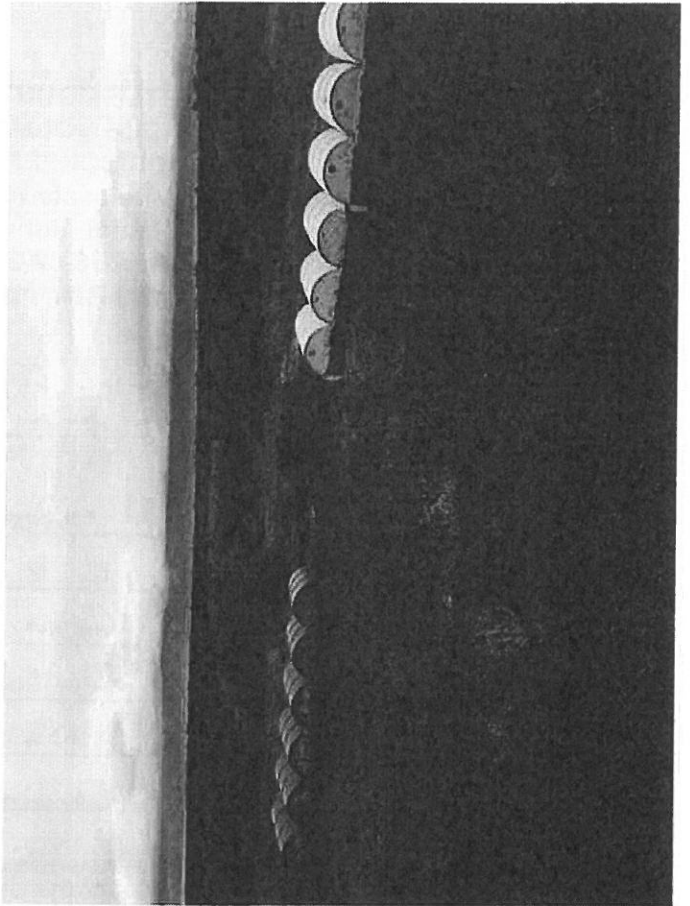
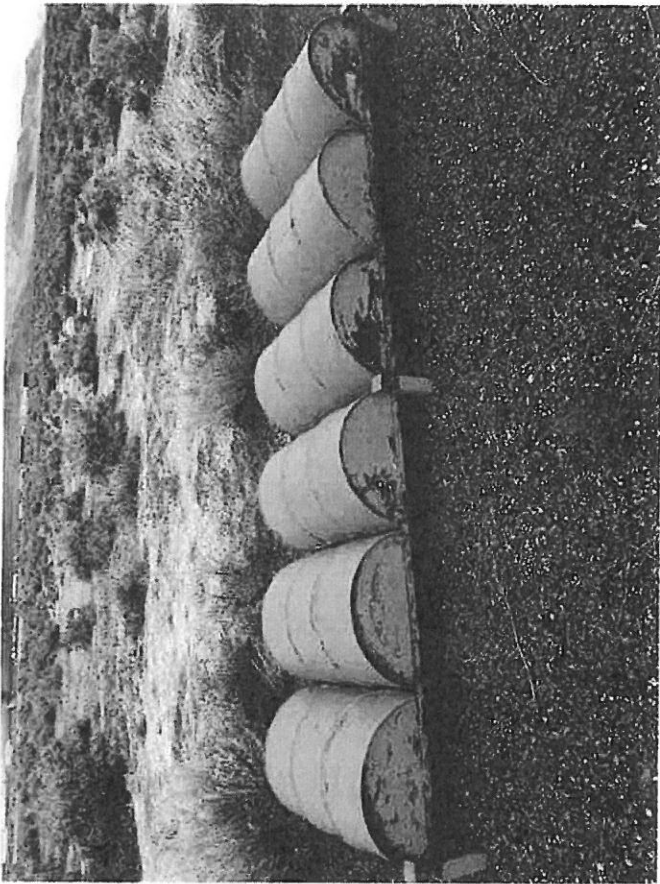
1. Very important! Compliance with safety criteria and cooperation is expected. Safety will be one of the items that we plan to talk about during the weekly safety and coordination meetings.
2. General Requirements and information are provided in Technical Specification P-103- Airport Safety and Security which refers to the "Operational Safety on Airport During Construction"- FAA/AC 150/5370-2G that is included in the Appendix of the Contract Documents.
3. We ask that Contractors submit a Safety Plan Compliance Document 5 days prior to the Preconstruction Conference. The plan shall requirements listed in P-103.
4. Payment for safety related work is included in the P-103- Airport Safety and Security Bid Item with the bid schedule.
5. The Project Safety Officer and Airport Manager is Mr. Walt Wardell. Mr. Wardell will be responsible for making inspections to insure that the Contractor is following the recommended safety procedures. Mr. Wardell will have authority over the Contractor, Engineer, and private operations as they interface with project work and airport operations.

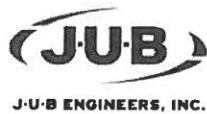
B. Quality Control

1. The Contractor is responsible for quality control and testing lab for quality control. The Contractor is also responsible for the acceptance testing on everything except P-401. Asphalt acceptance testing is the responsibility of the Owner. (Item P-100-Contractor Quality Control and Section 100 of the General Provisions). A Quality Control Plan must be submitted prior to production of materials.
2. Engineer's role is to monitor Contractor's quality control on Owner's behalf and conduct supplemental testing for quality control at Engineer's discretion.
3. Payment for Quality Control is noted in the bid schedule as "P-100 Contractor Quality Control".
4. Quality Control is very important and will be closely monitored and enforced. Monitoring and documenting Q.C. compliance by the Owner is required by the FAA - it is a condition of the Federal grant.
5. All test results taken by either the Contractor or Engineer's lab need to be submitted to the Engineer. Submission of test reports in a summary form is the Contractor's responsibility.

C. Special Construction Topics

1. Information concerning Contractor's staging and work areas is found in the Operational and Safety Plan- Sheet Number G-101 to G-103.





PLANHOLDER LIST RECIPIENTS

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Name of Project: Realign Taxiway C

Client: Lander County, NV

Bid Opening Date: 4:00 PM; May 1, 2018

Charge/Deposit: \$10.00 CD / \$50.00 Hard Copy

1

Name/Address	Phone/Fax/E-Mail	Date
David Meyer	208-376-7330	4/10/2018
J-U-B Engineers, Inc.	dmeyer@jub.com	Hard Copy

2

Name/Address	Phone/Fax/E-Mail	Date
Tom Lemenager	208-376-7330	4/10/2018
J-U-B Engineers, Inc.	tlemenager@jub.com	Hard Copy

3

Name/Address	Phone/Fax/E-Mail	Date
Michael Stutz	208-376-7330	4/10/2018
J-U-B Engineers, Inc.	mstutz@jub.com	Hard Copy

4

Name/Address	Phone/Fax/E-Mail	Date
Road & Highway Builders 175 Saloman Cir Ste # 103 Sparks, NV 89434	775-360-7468	4/10/2018
Attn: Sherry Cuellar	Sherry.Cuellar@strlco.com	Hard Copy
		50.00/CC

5

Name/Address	Phone/Fax/E-Mail	Date
Granite Construction Company 1900 Glendale Ave Sparks, NV 83431	775-358-8792	4/10/2018
Attn: Terry Long	terry.long@gcinc.com	CD
		10.00/CC

Long, Terry

From: Long, Terry
Sent: Monday, April 23, 2018 1:51 PM
To: David Meyer
Subject: RE: Addendum #1 for Realign Taxiway C at Battle Mountain Airport

Granite Construction acknowledges receipt of this Addendum. Thank you

From: David Meyer <dmeyer@jub.com>
Sent: Monday, April 23, 2018 12:28 PM
Cc: Tom Lemenager <TLemenager@jub.com>; Michael Stutz <mstutz@jub.com>
Subject: Addendum #1 for Realign Taxiway C at Battle Mountain Airport

Planholders,

Please find attached a copy of **Addendum #1** for the Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators project at the Battle Mountain Airport.

Please respond back to this email to acknowledge receipt of the addendum. Thank you.

Sincerely,

David Meyer, P.E. (ID, NV, UT)

J-U-B Engineers, Inc.

Office: (208) 376-7330

Cell: (208) 869-0859

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MEMORANDUM

TO: Planholders for
FY 2018 Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and
Change Runway Designators
Battle Mountain, Nevada
Lander County, Nevada
AIP Project No. 3-32-0001-026/027-2018

FROM: Tom Lemenager
J-U-B Engineers, Inc.
250 S. Beechwood Ave., Suite 201
Boise, Idaho, 83709
(208) 376-7330

DATE: April 25, 2018 (4 Sheets including this Memo)

SUBJECT: FY 2018 Airport Improvements to Battle Mountain Airport – Realign
Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway
Designators - Bid Addendum #2

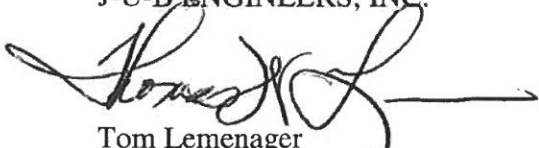
Transmitted herewith is the following:

1. Addendum No. Two (2)
2. Revised Plan Sheet C-201 – Stamped 4-25-18
3. Revised Plan Sheet C-501 – Stamped 4-25-18

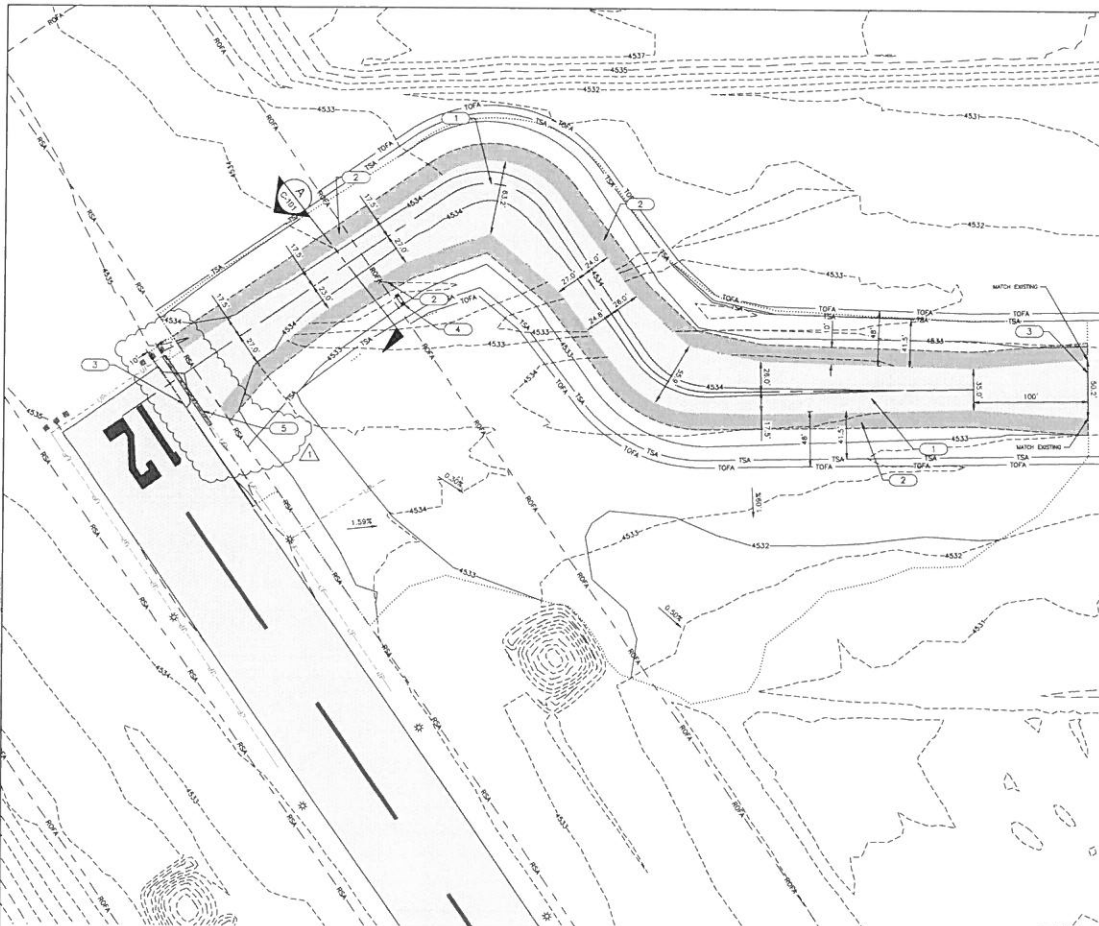
Please incorporate this information into your project document set.

This Addendum is sent by EMAIL only. Please acknowledge receipt by replying to this email to acknowledge receipt of the addendum.

J-U-B ENGINEERS, INC.



Tom Lemenager
Project Manager



- NOTES:**
1. PAVEMENT MARKINGS OMITTED FOR CLARITY. SEE PAVEMENT MARKING PLAN SHEET.
 2. THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES IS SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 3. RETAIN AND PROTECT EXISTING UTILITIES.
 4. CONTRACTOR SHALL MULCH AND HYDROSEED ALL GRADING LIMITS AS DIRECTED BY PROPOSED CONTOUR LINES. OUTSIDE OF GRADING LIMITS DISTURBED SHALL BE SEEDING AT NO COST TO OWNER.
- KEYED NOTES:**
- 1 NEW ASPHALT PAVEMENT (P-401)
 - 2 NEW MILLINGS SHOULDER (P-152)
 - 3 MATCH EXISTING PAVEMENT
 - 4 NEW HOLD POSITION SIGN
 - 5 NEW 2" PVC 2-WAY CONCRETE ENCASED DUCT BANK. SEE DETAIL ON SHEET C-501

- LEGEND**
- NEW ASPHALT PAVEMENT
 - NEW SHOULDER MILLINGS
 - EXISTING ASPHALT PAVEMENT
 - NEW CONCRETE ENCASED DUCT
 - GRADING LIMITS
 - NEW CONTOUR (1')
 - EXISTING CONTOUR (1')



CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

JUB ENGINEERS, INC.
250 S. Birchwood Ave.
Baker, ID 83709-5944
Phone 208.376.7200
Fax 208.323.6336
www.jub.com

**TAXIWAY C REALIGNMENT
BATTLE MOUNTAIN AIRPORT**

GRADING AND DRAINAGE PLAN

C-201

Long, Terry

From: Long, Terry
Sent: Wednesday, April 25, 2018 12:55 PM
To: 'David Meyer'
Subject: RE: Addendum #2 for Realign Taxiway C at Battle Mountain Airport

Thank you – Granite Construction has received Addendum #2

From: David Meyer <dmeyer@jub.com>
Sent: Wednesday, April 25, 2018 10:53 AM
Cc: Tom Lemenager <TLemenager@jub.com>; Michael Stutz <mstutz@jub.com>
Subject: Addendum #2 for Realign Taxiway C at Battle Mountain Airport

Planholders,

Please find attached a copy of **Addendum #2** for the Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators project at the Battle Mountain Airport. Included as part of this addendum are two (2) revised plan sheets, Sheet C-201 and Sheet C-501, stamped and dated 4-25-18.

No changes have been made to the project bid opening date and time.

Please respond with acknowledgement of addendum receipt and be sure to acknowledge all addenda in the Bidding Documents. Thank you.

Sincerely,

David Meyer, P.E. (ID, NV, UT)

J-U-B Engineers, Inc.

Office: (208) 376-7330

Cell: (208) 869-0859

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ADDENDUM NO. THREE

Date: April 26, 2018

**PROJECT TITLE: BATTLE MOUNTAIN AIRPORT
FAA AIP PROJECT NO. 3-32-0001-026/027-2018
FY 2018 REALIGN TAXIWAY C, RELOCATE WIND
CONES, HOLD BARS, SIGNS, AND CHANGE RUNWAY
DESIGNATORS**

OWNER: Lander County, NV

ENGINEER: J-U-B Engineers, Inc.
250 S. Beechwood Ave., Suite 201
Boise, Idaho, 83709
(208) 376-7330
Attn: Tom Lemenager

BID OPENING: Bids will be SUBMITTED for the FY 2018 Airport Improvements to Battle Mountain Airport – Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators, Battle Mountain, Nevada at the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820 until **4:00 p.m. local time, May 1, 2018**. Bids will be collected and opened publicly at that time.

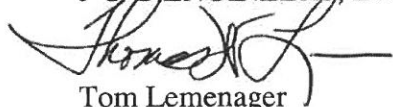
The Contract Documents for the project identified above, dated April 2018, are amended as follows and additional information is provided to clarify the Contract Documents. No change has been made to the date or time of the bid opening.

PROJECT BIDDING AND CONTRACT DOCUMENTS:

1. **Contract Documents, Section 7 – Specifications for Construction, Item L-858, Installation of LED Guidance Signs – Section 858-2.1.** Please delete and disregard the last sentence of this section, which state “The L-858(L) signs shall be as manufactured by Lumacurve, a brand of Standard Signs. www.lumacurve.com.”

This Addendum is sent by EMAIL only. Please acknowledge receipt by replying to this email to acknowledge receipt of the addendum.

J-U-B ENGINEERS, INC.



Tom Lemenager
Project Manager

END OF ADDENDUM

Long, Terry

From: Long, Terry
Sent: Thursday, April 26, 2018 10:12 AM
To: David Meyer
Subject: RE: Addendum #3 for Realign Taxiway C at Battle Mountain Airport

Granite Construction Has received this addendum #3. Thank you

From: David Meyer <dmeyer@jub.com>
Sent: Thursday, April 26, 2018 10:06 AM
Cc: Tom Lemenager <TLemenager@jub.com>; Michael Stutz <mstutz@jub.com>
Subject: Addendum #3 for Realign Taxiway C at Battle Mountain Airport

Planholders,

Please find attached a copy of **Addendum #3** for the Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators project at the Battle Mountain Airport.

No changes have been made to the project bid opening date and time.

Please respond with acknowledgement of addendum receipt and be sure to acknowledge all addenda in the Bidding Documents. Thank you.

Sincerely,

David Meyer, P.E. (ID, NV, UT)

J-U-B Engineers, Inc.

Office: (208) 376-7330

Cell: (208) 869-0859

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Battle Mountain Airport Battle Mountain, NV



**Realign Taxiway C, Relocate Wind
Cones, Hold Bars, Signs, and Change
Runway Designators**

Project No: 3-32-0001-026/027

April 2018

Bid Set Number _____

Prepared by
J-U-B ENGINEERS, Inc.
250 S. Beechwood Dr., Suite 201
Boise, Idaho 83709
(208) 376-7330

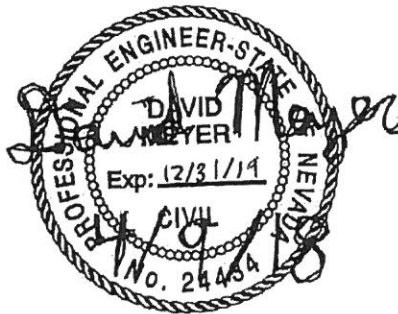


Battle Mountain Airport Battle Mountain, NV

Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators

Project No: 3-32-0001-026/027

April 2018



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Prepared by
J-U-B ENGINEERS, Inc.
250 S. Beechwood Dr., Suite 201
Boise, Idaho 83709
(208) 376-7330



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SECTION 1 - CONTRACT DOCUMENTS

SECTION 1A - BIDDERS FORMS

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

INVITATION FOR BID

Sealed proposals will be received for the Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators project, addressed to the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820 until **4:00 pm** local time on **May 1, 2018**, and then will be publicly opened and read. Bids received after the time fixed for the opening will not be considered.

A pre-bid meeting will be held at the Battle Mountain Airport, Battle Mountain Airport Road, Battle Mountain, Nevada 89820, at **3:00 pm**, local time **April 19, 2018** for those interested contractors, subcontractors, and suppliers.

The project consists of, but is not limited to, asphalt removal, excavation, embankment, subbase, base, and asphalt paving. Relocation of the wind cone will include excavation, conduit and conductor installation, structural relocation, and segmented circle relocation. Hold bar and signage relocation work will include marking removal, existing sign and concrete base removal, trenching, conduit and conductor installation, concrete placement, new sign and concrete base installation, and pavement marking. Updating runway designation marking and signage will include existing marking removal, pavement marking, and replacement of affected sign panels.

Bidding and Contract Documents will be available beginning on April 10, 2018. Copies may be obtained at the office of J-U-B ENGINEERS, Inc., located at 250 S Beechwood St, Suite 201, Boise, Idaho, 83709. Electronic copies are available for \$10.00 or paper copies for \$50.00 for each set, which is non-refundable. Arrangements can also be made by phone at (208) 376-7330 or by email at plamana@jub.com to purchase and obtain an electronic copy by mail.

Each bid must be accompanied by a certified check, cash, cashier's check, or bid bond in an amount not less than 5% of the total bid.

CIVIL RIGHTS – TITLE VI

Lander County, Nevada in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

The proposed contract is also under and subject to the following federal clauses:

- Executive Order 11246 of September 24, 1986, Affirmative Action,
- Equal Employment Opportunity (EEO)
- Government-wide Debarment and Suspension
- Government-wide Requirements for Drug-free Workplace
- Foreign Trade Restrictions
- Buy American Preference

All required Federal Clauses including the labor provisions, and wage rates are included in the specifications and bid documents. Each bidder must supply all of the information required by the bid documents and specifications.

This project includes Federal funds and is subject to the wage provisions of the Federal Davis-Bacon, State of Nevada Prevailing Wage Rates, and related acts.

Each bidder shall furnish the Statement of Bidders Pre-Qualifications to the OWNER with satisfactory evidence of his competency to perform the work contemplated with the bid.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

Lander County is an equal opportunity and affirmative action employer. The requirements of 49 CFR part 26 apply to this contract. It is the policy of Lander County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Lander County reserves the right to reject any and all proposals, waive any informalities, or irregularities, postpone the award of the Contract for a period not to exceed one hundred twenty (120) days, and accept the proposal that is in the best interest of Lander County. The award of the Bid is contingent upon the receipt of Federal funding.

Dated this _____ day of _____, 2018.

Keith Westengard, Executive Director

Where Published

Date(s) Published

_____	_____
_____	_____
_____	_____

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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BIDDER'S CHECKLIST

Bids will only be accepted from those registered planholders who have purchased a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc. **The following items shall constitute the BID PROPOSAL and shall be completed and accompany the Bid:**

- ☒ The BID PROPOSAL shall be filled out and signed.
- ☒ The BID SCHEDULE OF ITEMS AND UNIT PRICES shall be complete including the extensions.
- ☒ All ADDENDA shall be acknowledged on the Bid Proposal.
- ☒ A BID BOND or CERTIFIED CHECK in the amount of five percent (5%) of the TOTAL BID including alternates shall be included.
- ☒ STATEMENT OF BIDDERS PRE-QUALIFICATIONS form must be completed and included.
- ☒ SUBCONTRACTORS LIST must be completed and included.
- ☒ CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS must be filled out and included.
- ☒ BUY AMERICAN CERTIFICATE must be filled out and included. Note: Within 15 calendar days of the bid opening, the low bidder must submit to the Owner a formal waiver request and required documentation that support the type of waiver being requested.
- ☒ TRADE RESTRICTION CERTIFICATION must be filled out and included.
- ☒ Bids will only be accepted from those registered planholders who have purchased a set of plans and Contract Documents from J-U-B Engineers, Inc.

All Bids shall contain the items listed above in complete form. ***Failure to complete and provide any of the above items may be grounds for rejection of the bid as non-responsive, at the discretion of the OWNER.***

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INFORMATION FOR BIDDERS

1. PREPARATION OF BID

In addition to the requirements of Section 20 of the FAA General Conditions the following shall apply:

- A. Bids will only be accepted from those registered planholders who have purchased a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc.
- B. All bids must be submitted on the prescribed forms. Included in these specifications is a complete set of bid forms. Separate copies of bid forms are available on the ftp site. Erasures or other changes in the bids must be initialed and explained or noted over the signature of the bidder.
- C. Bids shall be submitted in sealed envelopes bearing, on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. If forwarded by mail the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.
- D. No bid will be accepted unless signed by the bidder or his authorized agent.
- E. The proposal form invites bids on definite plans and specifications. Only the amounts and information asked for in the proposal form furnished will be considered as the bid. Each bidder shall bid on the work exactly as specified and as provided in the proposal form.
- F. Quantities and Unit Prices: The quantities shown in the Bid Proposal are approximate for comparing bids, and no claim shall be made against the OWNER for excess or deficiency therein. Actual or relative payment at the above prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, machinery, and all other expenditures incidental to satisfactory compliance with the contract unless otherwise specifically provided. In the event of discrepancy between the prices quoted in the proposal the unit price shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the contract documents.
- G. All labor, equipment, and materials required for the manufacturing and installation of this project shall be incorporated into the bid items as provided in the bid proposal. Payment for general construction items that are not listed in the Bid Proposal, but are shown or required by the Contract Documents, are indicative of the fact that the items of work not listed are considered as incidental to the bid items listed in the Bid Proposal. Unless the work to be performed is specifically called out in the Bid Proposal, measurement and payment for such work shall be included in other applicable items of the Bid Proposal.

2. QUALIFICATIONS OF BIDDER

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. The OWNER reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily in accordance with Section 20-02 of the FAA General Provisions and Section 3.20 of the Owners General Conditions.

CONTRACTOR shall provide the "Statement of Bidders Pre-Qualifications Form" at the time of Bid.

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3. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the Specifications, including Drawings. Neither the OWNER nor the ENGINEER will be responsible for oral interpretations. Every request for such an interpretation shall be made in writing to the ENGINEER, J-U-B ENGINEERS, Inc., 250 S. Beechwood Dr., Suite 201, Boise, Idaho 83709. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the specifications that, if issued, will be on file in the office of the OWNER and the office of the ENGINEER. In addition, addenda will be mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

4. BID MODIFICATION

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, providing such communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the fax modification over the signature of the bidder was delivered prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the bid modification. Email modifications shall be sent to David Meyer, P.E. at dmeyer@jub.com.

5. BID SECURITY

Each bid must be accompanied by cashier's check, certified check, or a bid bond prepared on the form of bid bond approved, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such checks or bid bonds will be returned promptly after the OWNER and the accepted bidder have executed the contract, or if no award has been made within One Hundred Twenty (120) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Should the successful bidder fail or refuse to execute and deliver the Contract, insurance certificates and bonds required within 15 calendar days after he has received notice of the acceptance of his bid, he shall forfeit to the OWNER as liquidated damages for such failure or refusal, the security deposited with his bid.

7. EXAMINATIONS OF SITE, PRE-BID INSPECTION AND CONDITIONS OF WORK

- A. Bidders are encouraged to attend the pre-bid meeting, if one has been scheduled and/or visit the site of the work, compare the drawings and specifications with facilities in place and fully inform themselves of all conditions. Requests for site information and site visits shall be submitted through the ENGINEER at least seven (7) days prior to the bid opening. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing any material or performing any work that may be required to complete work in accordance with drawings and specifications without additional cost to OWNER.
- B. Bidders are cautioned against unauthorized entry upon operation portions of the Airport. All requests for pre-bid site inspections shall be submitted through the ENGINEER at least seven (7) days prior to the bid opening.
- C. Bidders must inform themselves of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

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8. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full. Bidder is directed to Section 4 Federal Clauses.

9. BUY AMERICA PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

10. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Lander County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Owner has a DBE race neutral goal of 1.56% in compliance with their 49 CFR Part 26 program. The goal is not a contractual obligation, however, the Owner encourages efforts by the contractor to achieve this goal. The CONTRACTOR is directed to Section 1B of the Contract Documents as well as Section 4 – Federal Clauses for additional information and DBE forms.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out any applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

11. AWARD OF CONTRACT, REJECTION OF BIDS

- A. The OWNER reserves the right to reject any or all bids and to waive any informalities, claims or irregularities in the bids or in the bidding. No bidder may withdraw his bid after the hour set for the opening thereof or before the award of contract unless the award is delayed for a period exceeding one hundred twenty (120) days.
- B. The contract will be awarded to the responsible bidder submitting the lowest total base bid and all additive bid(s) selected, complying with the plans, specifications and conditions of the Contract Documents. The bidder to whom the award is made will be notified at the earliest practicable date. The OWNER reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejections or waivers are in the interest of the OWNER.
- C. The OWNER also reserves the right to reject the bid of any bidder who has in the OWNER'S opinion, previously failed to perform properly or complete on time, contracts of a similar nature; who is not in a position to perform the Contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material vendors or employees. In determining the lowest responsible bidder, the following elements in addition to those above-mentioned will be considered: whether the business involved 1) maintains a permanent place of business; 2) has adequate equipment available to do the work properly and expeditiously; 3) has suitable financial resources to meet the obligations incidental to the work; and 4) has appropriate technical experience.

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- D. Each bid schedule shall be independent and stand on its own and include all applicable costs to perform the work within the schedule to include all overhead, profit, administrative, insurance, mobilization, and bonding costs.
- E. An award may not be made unless sufficient funding is available. The OWNER'S administrative costs may be used as a factor in the evaluation of bids and determination of award.
- F. Prior to issuing a Notice of Award, CONTRACTOR shall complete and submit the ***Letter of Intent for DBE Participation and Non-Trafficking Certification***.

12. PERFORMANCE AND PAYMENT BOND, EXECUTION OF CONTRACT

- A. Subsequent to the award and within fifteen (15) calendar days after the prescribed forms are presented for signature, the successful bidder shall execute a contract in such number of copies as the OWNER may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish separate 100% performance and payment bonds conditioned that such person shall faithfully perform all the provisions of the Contract and pay all the laborers, mechanics and subcontractors and material vendors and all persons who shall supply such person or persons or subcontractors with supplies for the carrying on of such work. Such bonds shall bear the same date as, or a date subsequent to, the date of the Contract.
- C. On each such bond, the rate of premium shall be stated together with the total amount of the premium charged. The current power of attorney of the person who signs for any surety company shall be attached to such bond.

The failure of the successful bidder to execute such Contract and to supply the required bonds within fifteen (15) calendar days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant based upon reasons determined adequate by the OWNER, shall constitute a default, and the OWNER may either award the Contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed up to the amount of the Bid Bond.

13. REQUIREMENTS FOR BIDS FOR AIP CONTRACTS

CONTRACTOR is directed to Section 4 - Federal Clauses for additional Federal requirements. Contractor shall comply with all federal clauses and include in their subcontracts.

14. INSURANCE COVERAGES AND LIMITS

The insurance requirements as defined in subsection 3.30-06 of the Owners Conditions shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the OWNER. The cost of any claim payments falling within the deductible shall be the responsibility of the CONTRACTOR.

- A. Worker's Compensation, injury, illness, disease, or death coverage, under Section 3.30-06.1 paragraph "a" and "b".
 - (1) State Statutory
 - (2) a. Employer's Liability, Each Accident- \$1,000,000
 - b. Employer's Liability, Disease – Each Employee \$1,000,000
 - c. Employer's Liability, Disease - Policy Limit \$1,000,000

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- B. Aggregate Unimpaired Commercial General Liability under Section 3.30-06.1 paragraph "c" through paragraph "e" (including Premises-Operations; Independent CONTRACTORS' Protection; Products and Completed Operations for a period of one year following final acceptance of the work; Broad Form Property Damage, Contractual Liability, Personal/Advertising Injury):

(1)	Each Occurrence	\$1,000,000
(2)	General Aggregate	\$2,000,000
(3)	Products & Completed Products Aggregate	\$1,000,000
(4)	Personal & Advertising Injury, Each Offense	\$1,000,000
(5)	Property damage liability insurance providing explosion, collapse, or underground property damage (XCU), and aviation exposure coverage	\$1,000,000

- C. Automobile Insurance under subsection 3.30.06.1 paragraph "e" to include all owned/non-owned and hired vehicles:

(1)	Bodily Injury, Each Accident	\$1,000,000
(2)	Property Damage, Each Accident	\$1,000,000 or
(3)	Combined Single Limit, Each Accident	\$1,000,000

- D. CONTRACTOR shall be responsible for all materials until the project has been formally accepted by the OWNER.

- E. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- Lander County, Nevada and the Battle Mountain Airport
- J-U-B ENGINEERS, Inc.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.

All endorsements adding Additional Insureds to required policies shall be issued on a form deemed acceptable by the Owner, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the Automobile policies.

15. PHASED CONSTRUCTION

The project will be completed in three phases as shown in the Construction Drawings.

16. BID SCHEDULE

The CONTRACTOR'S Bid Proposal shall include his/her bid to complete all work identified in the Contract Documents on the Bid Schedule of Items and Prices, including the Base Bid Schedules and all Additive Alternate Bids as follows:

- **Base Bid Schedule A** – Includes all work associated with Realigning Taxiway C.
- **Additive Option Bid Schedule B** – Includes all work associated with Relocating or Replacing Existing Runway Lighted Signs and Updating Runway Designations. This bid schedule also includes work associated with relocating the hold bars for Runway 3/21.
- **Additive Option Bid Schedule C** – Includes all work associated with Relocating Wind Cones and Segmented Circle.

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Low bidder will be determined by the total of the Base Bid Schedule and any Additive Option bid schedules selected by the OWNER, dependent upon available funding.

17. TIME OF COMPLETION

The Contract for the Work shall be substantially complete within 48 calendar days from the date as set forth in the Notice to Proceed. Contract Time shall start three (3) working days from the date of issuance of the Notice to Proceed. The time for completion shall include the time necessary to order and procure materials. The CONTRACTOR may not begin actual field installation of work until CONTRACTOR can demonstrate that all materials are available and weather conditions will allow completion of all work. CONTRACTOR is specifically referred to Section P-401, Plant Mix Bituminous Pavements whereby the mix designs must be approved prior to starting construction. The intent is to reduce the impact to airport operations and field engineering time. The CONTRACTOR shall present and update their project schedule prior to field installations, to ensure progressive completion.

18. LIQUIDATED DAMAGES

The CONTRACTOR agrees to pay, as liquidated damages, the sum of One Thousand, Five Hundred Dollars (\$1,500.00) plus any alternate bids for each consecutive calendar day thereafter that the Work remains uncompleted for the project.

19. AVAILABILITY OF EXISTING BASE AND SURFACING AGGREGATE FOR REUSE

Suitable material excavated during the project may be used in embankments outside of the pavement section with prior approval of the ENGINEER and OWNER. The existing section is comprised of a mix of crushed aggregate base and subbase courses. Review boring logs for actual availability for reuse.

20. CONTRACTOR QUALITY CONTROL PROGRAM

The CONTRACTOR is directed to the FAA General Conditions and Technical Specifications which require a detailed and stringent quality control plan, program, and testing process. This program is to be accomplished independently of the OWNER'S/ENGINEER'S Quality Assurance requirements.

21. AIRPORT OPERATIONS

The Battle Mountain Airport is a continuous operations airport of arrivals and departures of BLM firefighting aircraft and unscheduled takeoffs and arrivals of general aviation aircraft. Taxiway C will be closed during Phases 1 and 2, while Runway 12-30 will be closed during Phase 2 and Runway 3-21 will be closed during Phase 3.

Traffic NOTAMs are required to be in place for all runway closures as directed in the Safety Plan. The CONTRACTOR shall notify the ENGINEER and OWNER a minimum of three (3) working days prior to any runway closure. Entering or crossing an active runway and taxiway shall only be allowed with authorization from the OWNER designated escort.

22. PROJECT ACCESS

Access to the work area shall be from gate(s) to be designated by the OWNER. The primary construction access gate for all vehicles will be the manual gate located northwest of the main gate on Battle Mountain Airport Road. The Contractor will be responsible for providing a lock and chain to secure the gate outside of working hours. Access using the main gate will not be allowed. Access into the site from points other than those designated shall be prohibited unless approved by the OWNER. See the General Plan for access to the project site. All active pavement crossings shall be protected with full width steel plates.

The CONTRACTOR shall be solely responsible for, and bear all costs associated with the maintenance and dust control of access roads and all work areas during construction including any areas shut down (for winter or otherwise).

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23. WAGE RATES

This project includes Federal funds and is subject to the Federal Davis-Bacon and related acts. The CONTRACTOR and every subcontractor on the project must pay the higher of the federal prevailing wage rates or the Nevada State Prevailing Wage Rates for the project. The performance of any part of this contract shall be in accordance with the provisions of Chapter 338 of Nevada State Law and the Federal requirements outlined in Section 3, Federal Contract Clauses, included in this specification. The rules and regulations of the Nevada Office of the Labor Commission and the schedule of prevailing wage rates for the locality or localities where this contract will be performed are as determined by Nevada Office of the Labor Commission.

Federal Davis-Bacon and State of Nevada Prevailing Wage Rates are applicable for this project. In as much as the CONTRACTOR will be held responsible for paying the prevailing wages, it is imperative that all CONTRACTORS and all Subcontractors familiarize themselves with the classifications and current wage rates before submitting Bids based on these specifications. The Contractor and all Subcontractors are responsible for determining that the employees performing work on this job fall within one or more of the classifications listed on the attached Federal Wage Determination. If a classification is missing from the Wage Determination the Contractor MUST advise the engineer and initiate a request for approval of a proposed wage and benefit rate. The CONTRACTOR is responsible for any additional wages required as part of the wage rate conformance including subconsultants. Failure to notify the Engineer of missing classifications will not be cause for consideration for additional compensation.

All Certified Payrolls must be received with 10 days of the payroll date for each week in which work was performed. For those weeks where no work was performed a No Work Performed (NWP) notice must be received within 10 of the week ending. Payments will not be made unless all Certified Payrolls or NWP have been received from the Contractor and subcontractors.

Bidders shall include in the Bid any filing fees required to comply with the applicable labor laws.

24. SUBCONTRACTS PROVIDED TO ENGINEER

As per Section 80 of the FAA General Provisions the Contractor shall provide copies of all subcontracts to the Engineer. All Federal Clauses identified in Section 4 **must** be included verbatim in subcontracts. Including by reference only is not acceptable.

25. PERMITS, FEES, AND TAXES

The CONTRACTOR shall be responsible for all associated costs for permits, taxes, connection fees, utility addition and relocation fees, water costs, and inspection fees assessed by the State, County, or City and other private and public utilities required in the construction of the project.

26. CONTRACTORS USE OF MACHINE/COMPUTER CONTROLLED GRADE SETTING EQUIPMENT

CONTRACTOR shall refer to Section 2 - FAA General Provisions, Subsection 50-06 and Section 3 – Owners General Conditions, Subsection 350-06 regarding the use of Engineer provided electronic media for machine/computer controlled grade setting equipment use. Electronic Media will not be provided for reuse.

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27. GEOTECHNICAL STUDIES

A geotechnical study was prepared for this project. The boring logs are included in Appendix A. The CONTRACTOR shall be responsible to familiarize themselves with this study and the existing site conditions in preparation of their bid proposal.

28. WATER FOR CONSTRUCTION

CONTRACTOR shall refer to Section 3 – Owners General Conditions, Subsection 3.70.02 regarding water for construction

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BID PROPOSAL

Proposal of Granite Construction Company (hereinafter called "Bidder"), organized and existing under the laws of the State of Nevada, doing business as * Corporation.

To Lander County, Nevada (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids for the **Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators Project**, having examined the Drawings and Specifications with related documents and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies and to complete the Work in accordance with the Contract Documents within the time set forth therein. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this is a part.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder agrees that the Work will be substantially completed within the time identified in the Instruction for Bidders after the date when the Contract Time commences to run.

The Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work on time.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

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BID PROPOSAL (CONTINUED)

BID SCHEDULE OF ITEMS AND PRICES

The bidder agrees to perform all work described in accordance with the Contract Documents, Specifications and as shown on the Plans for the following unit prices. Unit prices for all items, all extensions, and the total amount of the Bid shall be shown.

PROJECT TITLE: Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators

CONTRACTOR NAME: GRANITE CONSTRUCTION COMPANY

BASE BID SCHEDULE A – REALIGN TAXIWAY C

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-100-5.1	Contractor Quality Control	1	LS	\$55,000 ⁰⁰	\$55,000 ⁰⁰
2.	P-101-5.1	Pavement Saw Cutting	196	LF	\$30 ⁰⁰	\$5,880 ⁰⁰
3.	P-101-5.2	Removal of Existing Asphalt Pavement by Milling	4,674	SY	\$26 ⁰⁰	\$12,152 ⁴⁰
4.	P-101-5.3	Removal of Existing Pavement Markings	144	SF	\$3 ⁰⁰	\$432 ⁰⁰
5.	P-102-3.1	Mobilization/Demobilization	1	LS	\$113,237 ⁹⁵	\$113,237 ⁹⁵
6.	P-103-4.1	Airport Safety and Security	1	LS	\$28,000 ⁰⁰	\$28,000 ⁰⁰
7.	P-151-4.1	Clearing	4.37	AC	\$1,700 ⁰⁰	\$7,429 ⁰⁰
8.	P-152-4.1	Unclassified Excavation Placed in Embankment	1,268	CY	\$22 ²⁵	\$28,213 ⁰⁰
9.	P-152-4.2	Unclassified Excavation Placed in On-Site Storage Area	2,921	CY	\$9 ⁴⁰	\$27,457 ⁴⁰
10.	P-152-4.3	Unsuitable Overdepth Excavation	200	CY	\$25 ⁰⁰	\$5,000 ⁰⁰
11.	P-154-5.1	Subbase Course	1,908	CY	\$150 ⁰⁰	\$286,200 ⁰⁰
12.	P-156-5.1	Storm Water Pollution Prevention Plan and Control Measures	1	LS	\$25,000 ⁰⁰	\$25,000 ⁰⁰
13.	P-209-5.1	Crushed Aggregate Base Course	818	CY	\$150 ⁰⁰	\$122,700 ⁰⁰
14.	P-401-8.1.1	Bituminous Course	1,141	TON	\$170 ⁰⁰	\$193,970 ⁰⁰
15.	P-620-5.1	Yellow Temporary Painting without Glass Beads	605	SF	\$3 ⁰⁰	\$1,815 ⁰⁰
16.	P-620-5.2	Yellow Painting with Glass Beads	605	SF	\$2 ⁵⁰	\$1,512 ⁵⁰
17.	T-901-5.1	Seeding	3.69	AC	\$2,500 ⁰⁰	\$9,225 ⁰⁰
18.	L-108-5.1	L-824, Type C, 1/C #8, 5kV Cable, Installed in Conduit or Duct Bank	422	LF	\$2 ⁵⁰	\$1,055 ⁰⁰
19.	L-108-5.2	#6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench or Above Conduit	205	LF	\$2 ⁵⁰	\$512 ⁵⁰
20.	L-110-5.1	Single-way 2" Conduit, Direct Buried	205	LF	\$6 ⁸⁵	\$1,404 ²⁵
21.	L-110-5.2	Multi-way 2-2" Conduit, Concrete Encased	160	LF	\$38 ³⁰	\$6,128 ⁰⁰

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BID PROPOSAL (CONTINUED)

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
22.	L-853-4.1	New Elevated Retroreflective Taxiway Marker	24	EA	\$ 350 ⁰⁰	\$ 8,400 ⁰⁰
23.	L-858-5.1	New LED L-858(L) Two Module System Guidance Sign on New Sign Base	1	EA	\$ 4,220 ⁰⁰	\$ 4,220 ⁰⁰
BASE BID SCHEDULE A SUBTOTAL						\$ 944,944 ⁰⁰

ADDITIVE OPTION SCHEDULE B – RELOCATE/REPLACE RUNWAY SIGNS AND CHANGE RUNWAY DESIGNATORS

Item No.	FAA Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-101-5.3	Removal of Existing Pavement Markings	16,175	SF	\$ 1 ⁰⁰	\$ 17,792 ⁵⁰
2.	P-102-3.1	Mobilization/Demobilization	1	LS	\$ 14,077 ⁰⁰	\$ 14,077 ⁰⁰
3.	P-103-4.1	Airport Safety and Security	1	LS	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
4.	P-620-5.1	Yellow Temporary Painting without Glass Beads	1,153	SF	\$ 3 ⁰⁰	\$ 3,459 ⁰⁰
5.	P-620-5.2	Yellow Painting with Glass Beads	1,153	SF	\$ 2 ⁵⁰	\$ 2,882 ⁵⁰
6.	P-620-5.3	White Temporary Painting without Glass Beads	3,801	SF	\$ 3 ⁰⁰	\$ 11,403 ⁰⁰
7.	P-620-5.4	White Painting with Glass Beads	3,801	SF	\$ 0.50 ⁰⁰	\$ 9,205 ⁵⁰
8.	L-108-5.1	L-824, Type C, 1/C #8, 5kV Cable, Installed in Conduit or Duct Bank	1,370	LF	\$ 2.50 ⁰⁰	\$ 3,425 ⁰⁰
9.	L-108-5.2	#6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench or Above Conduit	270	LF	\$ 2.50 ⁰⁰	\$ 675 ⁰⁰
10.	L-110-5.1	Single-way 2" Conduit, Direct Buried	270	LF	\$ 6.85 ⁰⁰	\$ 1,849 ⁵⁰
11.	L-858-5.1	New LED L-858(L) Two Module System Guidance Sign on New Sign Base	2	EA	\$ 4,500 ⁰⁰	\$ 9,000 ⁰⁰
12.	L-858-5.2	New LED L-858(L) Two Module System Guidance Sign, Installed on Existing Base	1	EA	\$ 2,700 ⁰⁰	\$ 2,700 ⁰⁰
13.	L-858-5.3	New LED L-858(L) Three Module System Guidance Sign on New Sign Base	2	EA	\$ 5,100 ⁰⁰	\$ 10,200 ⁰⁰
14.	L-858-5.4	New LED L-858(L) Three Module System Guidance Sign, Installed on Existing Base	2	EA	\$ 3,300 ⁰⁰	\$ 6,600 ⁰⁰
ADDITIVE OPTION SCHEDULE B SUBTOTAL						\$ 103,566 ⁰⁰

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BID PROPOSAL (CONTINUED)

ADDITIVE OPTION SCHEDULE C – RELOCATE WIND CONES AND SEGMENTED CIRCLE

Item No.	FAA Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-101-5.4	Removal, Refurbishing, and Relocation of Segmented Circle	1	LS	\$ 11,700 ⁰⁰	\$ 11,700 ⁰⁰
2.	P-102-3.1	Mobilization/Demobilization	1	LS	\$ 7,500 ⁰⁰	\$ 7,500 ⁰⁰
3.	P-103-4.1	Airport Safety and Security	1	LS	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
4.	L-107-5.1	Type L-807, Style I-A, Size 2 Wind Cone and Foundation, in Place and Operational	1	EA	\$ 16,000 ⁰⁰	\$ 16,000 ⁰⁰
5.	L-107-5.2	Type L-807, Style II, Size 1 Wind Cone and Foundation, in Place and Operational	2	EA	\$ 8,200 ⁰⁰	\$ 16,400 ⁰⁰
ADDITIVE OPTION SCHEDULE C SUBTOTAL						\$ 61,600 ⁰⁰

BASE BID SCHEDULE A SUBTOTAL \$ 944,944⁰⁰
 ADDITIVE OPTION SCHEDULE B SUBTOTAL \$ 103,566⁰⁰
 ADDITIVE OPTION SCHEDULE C SUBTOTAL \$ 61,600⁰⁰
TOTAL PROJECT COST \$ 1,110,110⁰⁰

The undersigned acknowledges receipt of the following addenda:

Addendum No. ONE (1) Date: 4/23/2018
 Addendum No. TWO (2) Date: 4/25/2018
 Addendum No. THREE (3) Date: 4/26/2018

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

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BID PROPOSAL (CONTINUED)

NOTICE TO ALL BIDDERS

To report rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

2 CFR Part 180 & 2 CFR Part 1200

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

49 CFR Part 20 Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

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BID PROPOSAL (CONTINUED)

this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) May 01, 2018

BIDDERS SIGNATURE 

TYPED NAME AND TITLE Brian Dowd, VP, Nevada Region

COMPANY NAME Granite Construction Company

MAILING ADDRESS 1900 Glendale Ave, Sparks, NV 89431

TELEPHONE 775-358-8792

CONTRACTOR'S REVENUE TAX NUMBER 94-0519552

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Granite Construction Company, as Principal, and Travelers Casualty and Surety Company of America as Surety, a corporation duly organized under the laws of the State of Connecticut, having its principal place of business at 1 Tower Square Hartford, CT 06183 in the State of Connecticut and authorized to do business in the State of Nevada are hereby held and firmly bound unto Lander County, Nevada as OWNER in the penal sum of Five Percent (5%) of Bid Amount (\$ Amount ^{5% of Bid}) the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 23rd day of April, 2018.

The conditions of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators, AIP # 3-32-0001-026/027.**

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

Granite Construction Company

By: _____

Principal
Travelers Casualty and Surety Company of America

By: _____ /Isabel Barron, Attorney-in-Fact
Surety

Countersigned:

By: N/A _____ Resident Agent

The Attorney-in-Fact (Resident Agent), who executed this Bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On April 23, 2018 before me, V.J Fox, Notary Public
(insert name and title of the officer)

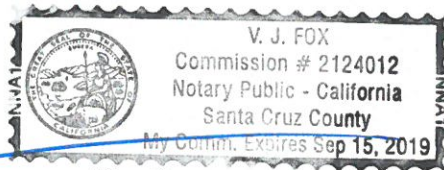
personally appeared Isabel Barron
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

V.J Fox, Notary Public



(Seal)



POWER OF ATTORNEY

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

Attorney-In-Fact No. 232494

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron**, of the City of **Watsonville**, State of **California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granite Construction Incorporated and all subsidiaries and affiliates, alone or in joint venture.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.


**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**



State of Connecticut

City of Hartford ss.

By:

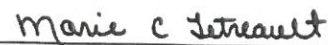

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which will remain in full force and effect through December 31, 2018.

Bond Executed on April 23, 2018



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 to contact us. Please refer to the Attorney-In-Fact number, the above-named individual and the details of the bond to which the power is attached.

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and office where project will be administered:
Granite Construction Company
1900 Glendale Ave
Sparks, NV 89431

2. List two or more construction projects similar in size and scope to this project that your company has completed within the past 3 years. Provide the following:
 - a. Project Name: Please see attached list of completed Airport Projects
 - b. Owner Name: _____
 - c. Owner Contact: _____
 - d. Total Contract Amount: _____
 - e. Project Duration: _____
 - f. Project Superintendent: _____
 - a. Project Name: _____
 - b. Owner Name: _____
 - c. Owner Contact: _____
 - d. Total Contract Amount: _____
 - e. Project Duration: _____
 - f. Project Superintendent: _____
 - a. Project Name: _____
 - b. Owner Name: _____
 - c. Owner Contact: _____
 - d. Total Contract Amount: _____
 - e. Project Duration: _____
 - f. Project Superintendent: _____

Note: All contact information shall be verified by the CONTRACTOR to be current and correct. This Information shall include: the OWNER's name, address, phone number, the OWNER's representative, who has working knowledge of the project, their name and phone number.

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3. List any projects involving your company that have involved litigation, threatened litigation, or negotiated settlements due to quality of work, contract time or other noncompliance with plans and specifications.

*please see attached list of Arbitration
 & liquidated damages*

4. Provide the background and experience of the key members of your organization and staff to be assigned to the Project:

Please see attached list of Personnel Experience

5. In order to submit a Bid, the Bidder shall be licensed by the Nevada State Contractors' Board pursuant to Nevada Revised Statutes (NRS) Chapter 624 to perform the type of work required in the contract.

Nevada Contractors License: 0008079

6. Equipment: Please list below the major pieces of equipment (owned and rented) you will commit specifically to this project. Please provide specific details. Use additional sheets if necessary.

# of Units	Description	Rented or Owned	Size/Capacity
	Please see attached list of Equipment		

Equipment Number	Description	Serial Number	CO	Fin Meth Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
01.13395	FORD EXPLORER XLT 4X	1FM5K8D80DGC01579	00002	G 01R	FOR 13	G	01.13395		2160	9/26/2012	30,318.89	COOPER, RODNEY J.	2160
01.880	FORD EXPLORER 4X4	1FMZU73E35UB10029	00001	G 01R	FOR 05	G	01.880		2160	6/28/2005	29,589.20		2160
01.957	FORD FUSION	3FAHP08127R128834	00002	G 01A	FOR 07	G	01.957		2160	9/19/2006	18,630.89		2160
03.020	R&W 30" TUBE FLOAT T	4RWDP30225N030912	00002	G 03L	05	N	03.020		2160	8/22/2005			2160
03.1535	WELLS CARGO TRAILER	1WC200E27R4017660-02	00002	G 03N	94	N	03.1535		2160	7/30/2002			2160
03.1537	MEGA 12,000 GL WATER	03-26163	00002	G 03M	MGA	D	03.1537		2160	4/1/2005			2160
03.1542	12,000 GAL WATER TOW	344-2-03	00002	G 03M	RES	N	03.1542		2160	12/17/2004			2160
03.1543	12,000 GAL WATER TOW	344-3-03	00002	G 03M	RES	N	03.1543		2160	12/17/2004			2160
03.1562	CARSON VAN TRAILER	4HXEN12186C116511	00002	G 03N	06	N	03.1562		2160	1/6/2007			2160
03.1576	INTERSTATE CARGO SAW	4RACSI4287K020484	00002	G 03N	07	N	03.1576		2160	8/30/2007			2160
03.1582	WELLS CARGO TOOL TRA	1WC200F2X17006170	00002	G 03N	01	N	03.1582		2160	8/2/2001			2160
03.397	FRUEH GUPPY CONC TRL	0MT014625	00002	G 03H	FRU 80	N	03.397		2160	12/31/2011			2160
03.4031	EQUIPMENT TRAILER	16VCX2026P1H36622	00002	G 03N	93	N	03.4031		2160	4/15/1997	2,012.00		2160
03.4039	SPCS SAW TRLR	DMVPS35261NV	00002	G 03N	SPC	N	03.4039		2160	4/15/1997	237.00		2160
03.407	FRUEH 4100CF LIME ST	8ST-014501	00002	G 03H	FRU 95	N	03.407		2160	2/21/1995	65,242.00		2160
03.409	HEIL TRAILER 8400	M508	00002	G 03T	65	N	03.409		2160	12/20/1993			2160
03.418	FRUEH LIME STORAGE T	829305	00002	G 03H	FRU 80	N	03.418		2160	12/31/2011			2160
03.437	TRAILKING TK120 PAVI	1TKU01627TM114227	00002	G 03N	TRK 96	N	03.437		2160	1/22/1996			2160
03.439	TRAILKING TK120 FUEL	1TKU01627TM114230	00002	G 03N	TRK 96	N	03.439		2160	3/31/1996			2160
03.4509	BEACHCMR TNDM FLTBE	1B9FS1028RN281242	00002	G 03N	94	N	03.4509		2160	3/5/1999	41,797.98		2160
03.469	KLEIN 10000GL WATER	35252-C	00002	G 03M	KLE 01	N	03.469		2160	11/30/2009	1,250.00		2160
03.470	KLEIN 10000GL WATER	474450WT	00002	G 03M	KLE 01	N	03.470		2160	12/17/2009			2160
03.565	TRAILKING FLATBED TR	1TKU01623VM060296	00002	G 03N	TRK 97	N	03.565		2160	8/5/1997			2160
03.567	BEALL TANK TRAILER	ST15757	00002	G 03F	77	N	03.567		2160	11/20/1993			2160
03.569	FRUEH VAN TRAILER	MEH650201	00002	G 03N	FRU 68	N	03.569		2160	11/20/1993			2160
03.572	HOBBS VAN	FHY721615	00002	G 03N	HOB 77	N	03.572		2160	7/23/1998			2160
03.573	BEMIS ARROWBOARD	9407B422	00002	G 03N	94	N	03.573		2160	12/31/2011			2160
03.574	FRUEHAUF DRY VAN	HPV679349	00002	G 03N	FRU 79	N	03.574		2160	12/31/2011			2160
03.575	BLACK DIAMOND DRY VA	1BPV2455BT000112	00002	G 03N	81	N	03.575		2160	12/31/2011			2160
03.576	STRICKLAND VAN TRAIL	SWS233932	00002	G 03N	79	N	03.576		2160	8/31/1997			2160
03.577	DORSEY VAN TRAILER	IDVT61W23FA171760	00002	G 03N	DOR 85	N	03.577		2160	12/30/1997			2160
03.578	FRUEHAUF VAN	1H2R04527CH019084	00002	G 03N	FRU 82	N	03.578		2160	12/22/1998			2160
03.579	FRUEHAUF VAN	1H2R04528CH019014	00002	G 03N	FRU 82	N	03.579		2160	12/22/1998			2160
03.580	STRIC VAN VAN	162628	00002	G 03N	73	N	03.580		2160	11/20/1993			2160
03.582	LUFKN VAN 401 FT TR	1LOIA4529B1058996	00002	G 03N	81	N	03.582		2160	11/20/1993			2160
03.583	STRIK VAN LUBE VAN	70573	00002	G 03N	66	N	03.583		2160	11/20/1993			2160
03.584	TEMPE VAN TRLR	011004	00002	G 03N	65	N	03.584		2160	4/27/1999			2160
03.585	TEMPE VAN TRLR	PFB160641	00002	G 03N	66	N	03.585		2160	4/27/1999			2160
03.586	GREAT DANE VAN TRAIL	IGRAA9026DB044057	00002	G 03N	83	N			2160	12/28/1999			2160
03.588	8'x 32' JOB TRAILER	R5484828	00002	G 03N		N			2160	5/16/2000			2160
03.589	TRAIL KING 2 AX EQ T	1TKU01627VM060298	00002	G 03N	TRK 97	N	03.589		2160	5/25/2000			2160

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
03.982	SPCNS 800 GL FUEL TR	ITKU0162XYM022553	00002	G	03N	SPC	00	N	03.982	2160	6/23/2000	49,740.24		2160
04.1024	INTL 4700 TRAFFIC CO	IHTSCABM6XH585509	00002	G	04M	INT	98	D	04.1024	2160	9/21/1998	43,833.53		2160
04.1026	INTL 4700 TRAFFIC CO	IHTSCABM6XH585512	00002	G	04M	INT	98	D	04.1026	2160	9/21/1998	42,995.77		2160
04.1037	INTL 4700 2.5TN 2AX	IHTSCAAAM7XH610855	00002	G	04J	INT	98	D	04.1037	2160	7/9/1998	38,500.00	HARMON, BRYAN S.	2160
04.1044	FORD F450 1.25TN FOR	IFDXF46F7XEA52444	00002	G	04I	FOR	98	D	04.1044	2160	11/19/1998	35,194.11		2160
04.1057	PETE 357 3AX FUEL/LU	INPAL79XXDXD504631	00002	G	04O	PTR	99	D	04.1057	2160	5/10/1999	153,741.81		2160
04.1087	INTL 4700 2.5TN 2AX	IHTSCAAAM6XH696935	00002	G	04J	INT	99	D	04.1087	2160	2/2/1999	44,030.50		2160
04.1094	INTL 4700 1.5TN 2AX	IHTSCABM0XH696914	00002	G	04L	INT	99	D	04.1094	2160	2/21/1999	75,337.50		2160
04.1097	FORD F450 1.25TN FLA	IFDXF46F9XED10432	00002	G	04I	FOR	99	D	04.1097	2160	6/15/1999	35,460.75		2160
04.1099	FORD F450 1.25TN FLA	IFDXF46F2XED10434	00002	G	04I	FOR	99	D	04.1099	2160	6/15/1999	35,437.86		2160
04.1159	INTL 4700 1.5TN 2AX	IHTSCABM3YH324274	00002	G	04L	INT	00	D	04.1159	2160	3/17/2000	91,523.83		2160
04.1160	INTL 4700 1.5TN 2AX	IHTSCABM9YH324277	00002	G	04L	INT	00	D	04.1160	2160	3/17/2000	91,466.47		2160
04.1161	INTL 4700 1.5TN 2AX	IHTSCABM5YH324275	00002	G	04L	INT	00	D	04.1161	2160	4/21/2000	93,941.28		2160
04.1167	FORD F450 1.25TN FLA	IFDXF46F3YEC49290	00002	G	04I	FOR	00	D	04.1167	2160	3/31/2000	34,467.66		2160
04.1169	FORD F450 1.25TN FLA	IFDXF46F7YEC49292	00002	G	04I	FOR	00	D	04.1169	2160	3/31/2000	34,467.66		2160
04.12049	FORD 1.25 TON SUPER	IFDUF4GT7CEB82130	00002	G	04I	FOR	12	D	04.12049	2160	6/14/2012	45,384.84	SANDERS, RODERICK P.	2160
04.12050	FORD 1.25 TON SUPER	IFDUF4GT9CEB82131	00002	G	04I	FOR	12	D	04.12050	2160	6/14/2012	48,449.84	BENSON, JOSEPH M.	2160
04.1270	INTL 4300 1.5TN 2AX	IHTMMAAM82H505174	00002	G	04L	INT	02	D	04.1270	2160	10/22/2001	95,093.23		2160
04.12844	FORD F450 W/SELZ1 B	IFD00X4GT8DEA57019	00002	G	04I	FOR		D	04.12844	2160	8/10/2012	53,912.21	RUSSELL, ERIC D.	2160
04.12845	FORD F450 SERVICE TR	IFD00X4GT4DEA57020	00002	G	04I	FOR	13	D	04.12845	2160	8/10/2012	53,912.21	HARVEY, BRIAN K.	2160
04.12881	FORD F350 4X4 UTILIT	IFDBF3F60DEB04626	00002	G	04H	FOR	13	G	04.12881	2160	8/12/2012	42,416.77	STERNOD, COLE E.	2160
04.1302	FORD F450 1.25TN	IFDXF46F52EB99497	00002	G	04I	FOR	02	D	04.1302	2160	3/30/2002	26,725.80		2160
04.1324	PETE 357 2500GL 3AX	INPAL79X62D585765	00002	G	04O	PTR	02	D	04.1324	2160	4/5/2002	156,858.37		2160
04.13298	FORD F650 TRAFFIC CO	3FRWF6FC8CV304723	00002	G	04M	FOR	12	D	04.13298	2160	9/7/2012	75,315.46		2160
04.13299	FORD F650 TRAFFIC CO	3FRWF6FCXCV304724	00002	G	04M	FOR	12	D	04.13299	2160	9/7/2012	75,315.46		2160
04.1432	FORD F450 1.25TN FLA	IFDXF46P94EC32271	00002	G	04I	FOR	04	D	04.1432	2160	3/23/2004	32,336.73		2160
04.1433	FORD F450 1.25TN	IFDXF46P04EC32272	00002	G	04I	FOR	04	D	04.1433	2160	11/30/2005	28,281.05		2160
04.1444	INTL 3600 GL FUEL TR	IHTD31277BGB21732	00002	G	04O	INT	81	D	04.1444	2160	4/25/2013	20,000.00		2160
04.1467	FORD F450 1.25TN	IFDXF46P15EC24813	00002	G	04I	FOR	05	D	04.1467	2160	2/22/2005	29,697.30		2160
04.1468	FORD F450 1.25TN	IFDXF46P15EC24814	00002	G	04I	FOR	05	D	04.1468	2160	2/22/2005	29,697.30		2160
04.1471	PETE 335 2.5TN 2AX M	2NPLHD6X35M884486	00002	G	04L	PTR	05	D	04.1471	2160	5/23/2005	129,431.06		2160
04.1472	PETE 335 2.5TN 2AX M	2NPLHD6X56M898584	00002	G	04L	PTR	06	D	04.1472	2160	7/20/2005	126,301.08	TOLES, LOGAN R.	2160
04.1497	INTL 4300 2 AX FLA1B	1THMMAAM16H220595	00002	G	04I	INT	06	D	04.1497	2160	6/13/2005	59,399.85		2160
04.1535	PETE 335 2.5TN 2AX M	2NPLHD6X66M650716	00002	G	04L	PTR	06	D	04.1535	2160	3/31/2006	127,927.41	RETFERFORD, KENNETH	2160
04.1536	PETE 335 2.5TN 2AX M	2NPLHD6X86M650717	00002	G	04L	PTR	06	D	04.1536	2160	3/31/2006	127,927.41	FULLERTON, JUSTEN S.	2160
04.1537	PETE 335 2.5TN 2AX M	2NPLHD6XX6M650718	00002	G	04L	PTR	06	D	04.1537	2160	3/31/2006	128,129.36	PACINI, JASON L.	2160
04.1557	FORD F450 1.25TN	IFDXW46P56D06336	00002	G	04I	FOR	06	D	04.1557	2160	4/5/2006	32,919.84		2160
04.1558	FORD F450 1.25TN	IFDXW46P76D06337	00002	G	04I	FOR	06	D	04.1558	2160	4/5/2006	32,919.84		2160
04.1617	FORD F450 1.25TN	IFDXX46P77EB09022	00002	G	04I	FOR	07	D	04.1617	2160	10/6/2006	32,513.91		2160
04.1618	FORD F450 1.25TN	IFDXX46P97EB09023	00002	G	04I	FOR	07	D	04.1618	2160	10/6/2006	32,513.91		2160
04.1620	FORD F450 1.25TN	IFDXX46P27EB09025	00002	G	04I	FOR	07	D	04.1620	2160	10/6/2006	31,845.55	SHERWOOD, JUSTIN R.	2160

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
04.1621	FORD F450 1.25TN	1FDXX46P47EB09026	00002	G	04I	FOR	07	D	04.1621	2160	10/6/2006	32,513.91		2160
04.1639	PETE 335 2.5TN 2AX M	2NPLHD6X37M732467	00002	G	04L	PTR	07	D	04.1639	2160	1/5/2007	126,559.50	ADAME, JOHN R.	2160
04.1652	PETE 357 2500GL 3AX	1NPAL79X47D681188	00002	G	04O	PTR	07	D	04.1652	2160	2/20/2007	196,368.49		2160
04.1685	PETE 335 2.5TN 2AX M	2NPLHNGX08M749735	00002	G	04L	PTR	08	D	04.1685	2160	6/29/2007	130,619.47	KEENAN, DAVID W.	2160
04.1703	INTL 4300 2AX FLATBE	1HTMMAAM88H636646	00002	G	04I	INT	08	D	04.1703	2160	10/4/2007	74,283.93		2160
04.1704	INTL 4300 2AX FLATBE	1HTMMAAMXX8H636647	00002	G	04I	INT	08	D	04.1704	2160	9/21/2007	65,191.29	PEREZ-HERNANDEZ, JES	2160
04.1756	FORD F450 1.25TN	1FDXX46R78ED90192	00002	G	04I	FOR	08	D	04.1756	2160	5/15/2008	47,952.21		2160
04.1757	FORD F450 1.25TN	1FDXX46R98ED90193	00002	G	04I	FOR	08	D	04.1757	2160	5/20/2008	48,853.34	DECENDER, DAVID J.	2160
04.1758	FORD F450 1.25TN	1FDXX46R08ED90194	00002	G	04I	FOR	08	D	04.1758	2160	5/22/2008	52,119.69	HERNANDEZ, SAUL	2160
04.1802	FORD F450 UTILITY	1FDAF46Y69EA77832	00002	G	04I	FOR	09	G	04.1802	2160	5/4/2009	41,470.35	BOWYER, MARDELL E.	2160
04.1803	FORD F450 UTILITY	1FDAF46Y89EA77833	00002	G	04I	FOR	09	G	04.1803	2160	5/4/2009	40,927.35	PEREZ-HERNANDEZ, JES	2160
04.20664	FORD 1.25 TON FLATBE	1FD0X4GT7FEB54571	00002	G	04I	FOR	15	D	04.20664	2160	8/29/2014	57,547.80	THRAILKILL, BRIAN W.	2160
04.20667	FORD 1.25 TON FLATBE	1FD0X4GT9FEB54572	00002	G	04I	FOR	15	D	04.20667	2160	8/29/2014	57,547.80	RODARTE JR., TED E.	2160
04.22735	FORD F350 4X4 UTILIT	1FDBF3F62GEA23051	00002	G	04H	FOR	16	G	04.22735	2160	4/10/2015	50,823.52	HAMLETT, BRANDON E.	2160
04.22736	FORD F350 4X4 UTILIT	1FDBF3F64GEA23052	00002	G	04H	FOR	16	G	04.22736	2160	4/10/2015	50,823.52	TURNER, WILLIS W.	2160
04.24849	PETE 567 3AX SUPER L	1NPCLJ9X0GD369610	00002	G	04O	PTR	16	D	04.24849	2160	1/26/2016	266,949.03		2160
04.24855	PETE 348 3AX WATER T	2NP3LJ9X5GM369308	00002	G	04R	PTR	16	D	04.24855	2160	1/26/2016	183,022.70		2160
04.25023	FORD F750 2AX MECHAN	1FDWF7DE2GDA04623	00002	G	04L	FOR	16	D	04.25023	2160	2/2/2016	173,103.07	CHAVIS, DAVIS L.	2160
04.25330	FORD T350HD TRAFFIC	1FDBF6ZV9GKB28546	00002	G	04M	FOR	16	D	04.25330	2160	3/4/2016	64,168.08		2160
04.28587R	LG 2000 WATER TRUCK	3HAMMMMP8FL510088	00002	R	04Q			D	04.28587R	2160	1/16/2017			2160
04.28746	FORD F450 UTILITY	1FDUF4GT7GEB35668	00002	G	04I	FOR	17	D	04.28746	2160	2/3/2017	70,773.82		2160
04.28750	FORD F450 CARPENTERS	1FD0X4GT5HED00159	00002	G	04I	FOR	17	D	04.28750	2160	2/3/2017	67,435.23	MASSERA JR., RICHARD	2160
04.28751	FORD F450 CARPENTERS	1FD0X4GT1HED00160	00002	G	04I	FOR	17	D	04.28751	2160	2/3/2017	67,435.23		2160
04.28902	FORD F750 S/C MECHAN	3FRXX7FG6FV730330	00002	G	04L	FOR	15	D	04.28902	2160	2/23/2017	177,896.76		2160
04.29446	PETE 567 3AX SUPER	1NPCLJ9X2JD464209	00002	G	04O	PTR	17	D	04.29446	2160	5/1/2017	300,393.55		2160
04.3049	INTL 1.5TN FLATBED	1HTSCABM8X8H585513	00002	G	04I	INT	98	D	04.3049	2160	7/14/1998	34,741.00	AUGUST, NICHELUDEL	2160
04.31511R	FREIGHTLINER 4K WTR	1FVHCYCY4HHHX6758	00002	R	04Q	FTL		D	04.31511R	2160	10/30/2017			2160
04.31909	PETE 337 2.5TN 2AX M		00002	G	04L	PTR	18	D	04.31909	2160	12/15/2017			2160
04.32204	PETE 467 3AX SUPER L		00002	G	04O	PTR	18	D	04.32204	2160	1/22/2018			2160
04.4038	FORD F450 1.25TN FLA	1FDXF46F2XEA52447	00002	G	04I	FOR	99	D	04.4038	2160	9/21/1998	35,451.58		2160
04.4039	FORD F450 1.25TN FLA	1FDXF46F4XEA52448	00002	G	04I	FOR	98	D	04.4039	2160	9/21/1998	35,476.15		2160
04.470	INTL 4700 2.5TN 2AX	1HTSCNEM1MH307986	00002	G	04J	INT	91	D	04.470	2160	8/24/1990	32,330.00		2160
04.474	INTL 4700 2.5TN 2AX	1HTSCAAM7TH350919	00002	G	04J	INT	96	D	04.474	2160	4/26/1996	40,139.28		2160
04.478	INTL 4700 1.5TN 2AX	1HTSCABM5TH350917	00002	G	04I	INT	96	D	04.478	2160	3/31/1996	34,217.13		2160
04.482	INTL 4700 1.5TN 2AX	1HTSCABM6TH351378	00002	G	04I	INT	96	D	04.482	2160	4/15/1996	35,430.85		2160
04.596	FORD CF7000 1800GL 2	1FDXH70COTVA30726	00002	G	04V	FOR	96	D	04.596	2160	4/12/1996	97,672.81		2160
04.699	INTL 4700 TRAFFIC CO	1HTSCABM3VH465373	00002	G	04M	INT	97	D	04.699	2160	5/31/1997	39,612.82		2160
04.738	INTL 4700 TRAFFIC CO	1HTSCABM7VH467191	00002	G	04M	INT	97	D	04.738	2160	1/27/1997	40,068.99		2160
04.8608	INTL 2AX ATTENUATOR	1HTSCABM2YH239751	00002	G	04Z	INT	00	D	04.8608	2160	7/6/2004	32,533.89		2160
06.039	FORD .5 TON PICKUP	1FTRX12W6SKD25970	00002	G	06O	FOR	05	G	06.039	2160	3/27/2005	21,643.63		2160
06.041	FORD .5 TON PICKUP	1FTRX12WX5KD25972	00002	G	06O	FOR	05	G	06.041	2160	3/27/2005	21,643.63		2160

Equipment Number	Description	Serial Number	CO	Fin Meth Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
06.042	FORD F150	IFTRX12W15KD25973	00002	G 060	FOR 05		G	06.042	2160	3/27/2005	21,643.63		2160
06.1049	FORD .5 TON PICKUP S	IFTRX12W58KD97456	00002	G 060	FOR 08		G	06.1049	2160	1/16/2009	19,272.05		2160
06.1050	FORD .5 TON PICKUP S	IFTRX12W78KDX81873	00002	G 060	FOR 08		G	06.1050	2160	1/16/2009	19,272.05	OSTLING, ANDREW C. E	2160
06.1051	FORD .5 TON PICKUP S	IFTRX12W78KDX97443	00002	G 060	FOR 08		G	06.1051	2160	1/20/2009	19,272.05		2160
06.1052	FORD .5 TON PICKUP S	IFTRX12W28KDX7446	00002	G 060	FOR 08		G	06.1052	2160	1/28/2009	19,272.05		2160
06.111	FORD .5 TON PICKUP	IFTRX12W85KDX25940	00002	G 060	FOR 05		G	06.111	2160	4/4/2005	21,644.28	SOSA, FREDDY G.	2160
06.1162	FORD .5 TON CREWCAB	IFTEW1E86AFB91205	00002	G 06R	FOR 10		G	06.1162	2160	3/30/2010	31,638.84		2160
06.1168	FORD .5 TON CREWCAB	IFTEW1E84AFB71244	00002	G 06R	FOR 10		G	06.1168	2160	1/18/2013	21,811.29	MATTER, THOMAS K.	2160
06.11865	FORD .5 TON PICKUP	IFTEX1CF1CKD65629	00002	G 060	FOR 12		G	06.11865	2160	5/29/2012	23,159.72		2160
06.11866	FORD .5 TON PICKUP	IFTEX1CFXCKD65628	00002	G 060	FOR 12		G	06.11866	2160	5/29/2012	23,159.72	BAGAN, DANIEL M.	2160
06.12241	FORD F150 CREWCAB 4X	IFTFW1EF7CKD88896	00002	G 06R	FOR 12		G	06.12241	2160	6/29/2012	29,093.72	HARLAN, KYLE R.	2160
06.12242	FORD F150 CREWCAB 4X	IFTFW1EF9CKD88897	00002	G 06R	FOR 12		G	06.12242	2160	6/29/2012	29,093.72	JUVE, CALEB O.	2160
06.12341	FORD F150 PICKUP	IFTFX1CF5CKD88864	00002	G 060	FOR 12		G	06.12341	2160	7/9/2012	24,742.41	BOTKIN, SAMUEL A.	2160
06.12342	FORD F150 PICKUP	IFTFX1CF7CKD88865	00002	G 060	FOR 12		G	06.12342	2160	7/9/2012	24,742.41		2160
06.12846	FORD .75 TON PICKUP	IFTX2AT7DEB15315	00002	G 06P	FOR 13		D	06.12846	2160	8/10/2012	34,369.60	SANDERS, EDWARD R.	2160
06.12847	FORD .75 TON PICKUP	IFTX2AT9DEB15316	00002	G 06P	FOR 13		D	06.12847	2160	8/10/2012	34,369.60		2160
06.12849	FORD .75 TON CREW CA	IFTW2BTXDEB35964	00002	G 06R	FOR 13		D	06.12849	2160	8/10/2012	42,683.60	THOMPSON, DONALD L.	2160
06.12850	FORD F150 XLT CREW C	IFTFW1EF7DKE30128	00002	G 06R	FOR 13		G	06.12850	2160	8/10/2012	30,420.33		2160
06.12851	FORD .5 TON XLT CREW	IFTFW1EF1DKE30125	00002	G 06R	FOR 13		G	06.12851	2160	8/10/2012	30,420.33	CATES, MATTHEW R.	2160
06.12852	FORD .75 TON PICKUP	IFTX2BT2DEB15317	00002	G 06R	FOR 13		D	06.12852	2160	8/10/2012	36,952.60	CARPENTER, JOHN D.	2160
06.1417	FORD .75 TON PICKUP	IFTNF20F1XEA52402	00002	G 06P	FOR 99		D	06.1417	2160	5/13/1998	23,540.15		2160
06.1495	FORD .75 TON PICKUP	IFTNF20F1XEB36882	00002	G 06P	FOR 99		D	06.1495	2160	8/5/1998	22,556.80		2160
06.156	FORD .5 TON PICKUP	IFTRX12W35KD25943	00001	G 060	FOR 05		G	06.156	2160	6/3/2005	21,644.28		2160
06.15719	FORD F150 PICKUP 4X4	IFTFX1EF8DKF22295	00002	G 06R	FOR 13		G	06.15719	2160	8/23/2013	27,962.25	HARKNESS, JACOB D.	2160
06.159	FORD .5 TON PICKUP	IFTRX12W75SKD49694	00002	G 060	FOR 05		G	06.159	2160	7/5/2005	21,929.60		2160
06.160	FORD .5 TON PICKUP	IFTRX12W15KD49691	00002	G 060	FOR 05		G	06.160	2160	7/5/2005	21,905.49		2160
06.161	FORD .5 TON PICKUP	IFTRX12W35KD49692	00002	G 060	FOR 05		G	06.161	2160	7/5/2005	21,929.60		2160
06.19045	FORD .5 TON PICKUP	IFTFX1CF3DKF55014	00002	G 060	FOR 13		G	06.19045	2160	2/7/2014	25,787.33	CUMMINGS, CODY W.	2160
06.19046	FORD .75 TON PICKUP	IFTX2B80EEA94043	00002	G 06R	FOR 14		G	06.19046	2160	2/7/2014	32,634.59	COZAD, DANIEL S.	2160
06.1932	FORD .75 TON PICKUP	IFTNF20F41EC02655	00002	G 06P	FOR 01		D	06.1932	2160	4/5/2001	25,130.66		2160
06.1933	FORD .75 TON PICKUP	IFTNF20F01EC02653	00002	G 06P	FOR 01		D	06.1933	2160	4/17/2001	25,129.66		2160
06.1935	FORD .75 TON PICKUP	IFTNF20F61EC02656	00002	G 06P	FOR 01		D	06.1935	2160	4/5/2001	25,130.66		2160
06.19747	FORD .75 TON PICKUP	IFTX2B67FEA29417	00002	G 06R	FOR 15		G	06.19747	2160	5/14/2014	33,022.60	HELMING, JOHN C.	2160
06.20103	FORD .5 TON CREW 4X4	IFTFW1EF5EKE34633	00002	G 06R	FOR 14		G	06.20103	2160	6/19/2014	31,642.40	GEDDES, AARON J.	2160
06.20421	FORD .5 TON PICKUP X	IFTFX1EF8EKE66568	00002	G 06R	FOR 14		G	06.20421	2160	7/30/2014	30,578.56	GREENWELL, KENNETH D	2160
06.20422	FORD .5 TON PICKUP X	IFTFX1EF6EKE66570	00002	G 06R	FOR 14		G	06.20422	2160	7/30/2014	30,141.60	SOUKUP, MICHAEL W.	2160
06.20423	FORD .5 TON PICKUP 4	IFTFX1EF6EKE66567	00002	G 06R	FOR 14		G	06.20423	2160	7/30/2014	28,545.60	SHOGREN, PAUL M.	2160
06.21221	FORD .5 TON S/C 4X4	IFTFX1EF7EKF29904	00002	G 06R	FOR 14		G	06.21221	2160	11/24/2014	30,085.02	SMART, ROBERT W.	2160
06.21225	FORD .5 TON S/C 4X4	IFTFX1EF9EKF29905	00002	G 06R	FOR 14		G	06.21225	2160	11/24/2014	30,085.02	HOWARD, ANDREW J.	2160
06.21226	FORD .5 TON S/C 4X4	IFTFX1EF0EKF29906	00002	G 06R	FOR 14		G	06.21226	2160	11/24/2014	30,079.44	PUSTEJOVSKY, ANDREW	2160
06.21227	FORD F150 S/C 4X4	IFTFX1EF2EKF29907	00002	G 06R	FOR 14		G	06.21227	2160	11/24/2014	30,079.44	FLOYD, RYAN L.	2160

Equipment Number	Description	Serial Number	CO	Fin. Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
06.21235	FORD .5 TON S/C 4X4	IFTFX1EF5EKF29903	00002	G	06R	FOR 14	G	06.21235		2160	11/24/2014	30,085.02	CALDWELL, DANIEL L.	2160
06.21239	FORD .5 TON S/C 4X4	IFTFX1EF3EKF29902	00002	G	06R	FOR 14	G	06.21239		2160	11/24/2014	30,085.02	POWERS, MARTIN D.	2160
06.21254	FORD .5 TON S/C 2WD	IFTFX1CF9EKG11460	00002	G	06O	FOR 14	G	06.21254		2160	12/2/2014	26,023.93	BENKOVICH, TEILHARD	2160
06.21255	FORD .5 TON S/C 2WD	IFTFX1CF2EKG11462	00002	G	06O	FOR 14	G	06.21255		2160	12/2/2014	26,023.93	ST JACQUES, SHAWN R.	2160
06.21256	FORD F150 S/C 2WD	IFTFX1CF9EKG11474	00002	G	06O	FOR 14	G	06.21256		2160	12/2/2014	26,023.93		2160
06.21257	FORD .5 TON S/C 2WD	IFTFX1CF2EKG11476	00002	G	06O	FOR 14	G	06.21257		2160	12/2/2014	26,323.93	EIGENMAN, ERIK B.	2160
06.21341	FORD F150 SUPERCAB 4	IFTFX1EF6EKF29909	00002	G	06R	FOR 14	G	06.21341		2160	12/11/2014	29,613.33	WILLSEY, TERRY E.	2160
06.21342	FORD F150 CREWCAB 4X	IFTFW1EF1EKG11436	00002	G	06R	FOR 14	G	06.21342		2160	12/11/2014	31,514.93	RUSSELL, JASON W.	2160
06.21345	FORD F250 SUPERCAB 4	IFT7X2B67FEA29420	00002	G	06R	FOR 15	G	06.21345		2160	12/11/2014	33,472.60	SMITH, BERNARD F.	3885
06.21346	FORD F250 SUPERCAB 4	IFT7X2B69FEA29421	00002	G	06R	FOR 15	G	06.21346		2160	12/11/2014	33,472.60	ALLEN, LOREN M.	2160
06.2201	FORD .75 TON PICKUP	IFTNX21F12EB99601	00002	G	06R	FOR 02	D	06.2201		2160	11/13/2009	9,380.00		2160
06.24277	FORD .5 TON CREW 4X4	IFTFW1EF2EKG11428	00002	G	06R	FOR 14	G	06.24277		2160	10/26/2015	33,067.90	O'DAY, JOHN S.	2160
06.24473	FORD .75 TON PICKUP	IFT7X2B68GEB35392	00002	G	06R	FOR 16	G	06.24473		2160	11/30/2015	34,179.22	ROWAN, JOSEPH R.	2160
06.24475	FORD .75 TON PICKUP	IFT7X2B66GEB35391	00002	G	06R	FOR 16	G	06.24475		2160	11/30/2015	34,179.22	PAQUIN, MICHAEL	2160
06.24627	FORD .5 TON CREW 4X4	IFTFW1EF6EKG11433	00002	G	06R	FOR 14	G	06.24627		2160	12/22/2015	33,482.55	CHAPMAN, CLINTON J.	2160
06.249	FORD .75 TON PICKUP	IFTSX20P65EC42119	00002	G	06P	FOR 05	D	06.249		2160	12/19/2005	27,829.27		2160
06.250	FORD .75 TON PICKUP	IFTSX20P45EC42121	00002	G	06P	FOR 05	D	06.250		2160	12/19/2005	27,829.27		2160
06.251	FORD .75 TON PICKUP	IFTSX20P25EC42120	00002	G	06P	FOR 05	D	06.251		2160	12/19/2005	27,829.27		2160
06.253	FORD .75 TON PICKUP	IFTSX20P65EC42122	00002	G	06P	FOR 05	D	06.253		2160	12/19/2005	28,524.27		2160
06.25347	FORD .5 TON PICKUP 4	IFTEX1EP0GKD81957	00002	G	06R	FOR 16	G	06.25347		2160	3/8/2016	33,359.20	HAMLETT, CLAUD E.	2160
06.25348	FORD .5 TON PICKUP 4	IFTEX1EP7GKD81955	00002	G	06R	FOR 16	G	06.25348		2160	3/8/2016	33,359.20	FRITZ, JASON C.	2160
06.25350	FORD .5 TON PICKUP 4	IFTEX1EP5GKD81954	00002	G	06R	FOR 16	G	06.25350		2160	3/8/2016	33,290.81	TEMEN, MARK N.	2160
06.25351	FORD .5 TON PICKUP 4	IFTEX1EP3GKD81953	00002	G	06R	FOR 16	G	06.25351		2160	3/8/2016	33,404.64	HASKINS, JOHN R.	2160
06.25352	FORD .5 TON PICKUP 4	IFTEX1EP1GKD81952	00002	G	06R	FOR 16	G	06.25352		2160	3/8/2016	33,194.25	CARLSON, BRANDON P.	2160
06.25353	FORD .5 TON PICKUP 4	IFTEX1EPXGKD81951	00002	G	06R	FOR 16	G	06.25353		2160	3/8/2016	33,359.20	MUDD, TINA K.	2160
06.25354	FORD .5 TON PICKUP 4	IFTEX1EP8GKD81950	00002	G	06R	FOR 16	G	06.25354		2160	3/8/2016	33,410.32	ODELL, RALPH E.	2160
06.25355	FORD .5 TON PICKUP 4	IFTEX1EP1GKD81949	00002	G	06R	FOR 16	G	06.25355		2160	3/8/2016	33,291.04	MURRAY, RYAN A.	2160
06.25356	FORD .5 TON PICKUP 4	IFTEX1EPXGKD81948	00002	G	06R	FOR 16	G	06.25356		2160	3/8/2016	33,404.64	CALLEGARI, SERGIO P.	2160
06.25358	FORD .75 TON PICKUP	IFT7X2B6SGEC16754	00002	G	06R	FOR 16	G	06.25358		2160	3/8/2016	36,602.16	WALSH, KELLY J.	2160
06.25360	FORD .75 TON PICKUP	IFT7X2B67GEC16755	00002	G	06R	FOR 16	G	06.25360		2160	3/8/2016	36,602.16	HAMLETT, JUSTIN T.	2160
06.25361	FORD .75 TON PICKUP	IFT7X2B69GEC16756	00002	G	06R	FOR 16	G	06.25361		2160	3/8/2016	36,602.16	PULITI, JEFFERY T.	2160
06.25362	FORD .75 TON PICKUP	IFT7X2B60GEC16757	00002	G	06R	FOR 16	G	06.25362		2160	3/8/2016	36,639.84	LEEDOM, ROBERT D.	2160
06.254	FORD .75 TON PICKUP	IFTSX20P45EC42118	00002	G	06P	FOR 05	D	06.254		2160	12/19/2005	27,829.27	HARRIS, MATTHEW J.	2160
06.2567	FORD F250	IFTNF20P83EC35608	00002	G	06P	FOR 03	D	06.2567		2160	4/16/2003	25,111.66		2160
06.26167	FORD F150 CREW CAB 4	IFTFW1EF8EKG11434	00002	G	06R	FOR 14	G	06.26167		2160	5/12/2016	36,486.45	POLAN, TAYLOR J.	2160
06.270	FORD .F150 CREWCAB 4	IFTPW14V36KCS0760	00002	G	06R	FOR 06	G	06.270		2160	2/6/2006	28,307.52	JOHNSTON, NATHANIEL	2160
06.2704	FORD .75 TON PICKUP	IFTNX21P94EC24739	00002	G	06R	FOR 04	D	06.2704		2160	3/4/2004	30,937.65	JAMISON, BENJAMIN D.	2160
06.2833	FORD .75 TON PICKUP	IFTNF20P34EC21713	00002	G	06P	FOR 04	D	06.2833		2160	6/16/2004	25,176.18		2160
06.2911	FORD F150 4X4	IFTRX14W05NB01198	00002	G	06R	FOR 05	G	06.2911		2160	4/9/2008	14,500.99	RUSH, STEVEN J.	2160
06.29224	FORD F150 SUPER CAB	IFTFX1EP6GKD81994	00002	G	06R	FOR 16	G	06.29224		2160	4/10/2017	35,782.19	ELLOYAN, KELLY A.	2160
06.29225	FORD F150 SUPER CAB	IFTFX1EPXGKD81996	00002	G	06R	FOR 16	G	06.29225		2160	4/10/2017	35,681.78	RODGERS, GARRETT J.	2160

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
06.29226	FORD F150 SUPER CAB	IFTX1EP4GKE77686	00002	G	06R	FOR	16	G	06.29226	2160	4/10/2017	35,289.09	ROTTNER, GARRETT M.	2160
06.29230	FORD F250 SUPER CAB	IFT7X2B62GEC16761	00002	G	06R	FOR	16	G	06.29230	2160	4/10/2017	39,235.74	MARTIN, ANTHONY E.	2160
06.2962	FORD .75 TON PICKUP	IFTXS20P3SEC43275	00002	G	06P	FOR	05	D	06.2962	2160	2/26/2005	27,213.68	BOTTINE, ALBERT E.	2160
06.30374	FORD F250 SUPER CAB	IFT7X2BT6HIEE27498	00002	G	06R	FOR	17	D	06.30374	2160	7/12/2017	46,662.09	MORROW, JOHN H.	2160
06.30847	FORD F150 SUPER CAB	IFTEX1EPXGKE77689	00002	G	06R	FOR	16	G	06.30847	2160	8/11/2017	35,252.09	WILCOX-SOESTER, BOBB	2160
06.30887R	FORD F250 4X4 F0930	IFT7W2BT8HEE20930	00002	R	06R	FOR	17	D	06.30887R	2160	8/16/2017		JOHNSON, NATHAN T.	2160
06.30889R	FORD F250 4X4 F0932	IFT7W2BT11HEE20932	00002	R	06R	FOR	17	D	06.30889R	2160	8/16/2017			2160
06.30921R	FORD F250 F0933	IFT7W2BT3HEE20933	00002	R	06R	FOR	17	D	06.30921R	2160	8/22/2017			2160
06.30997R	FORD T350XL PASS VAN	IFBZX2ZM6GKB41758	00002	R	06R	FOR		G	06.30997R	2160	8/30/2017			2160
06.31482R	FORD F250 PICKUP F74	IFT7W2BT0HEC67444	00002	R	06R	FOR		D	06.31482R	2160	10/24/2017			2160
06.31712R	FORD PASS VAN U6677	IFBSS3BL5EDA40770	00002	R	06R	FOR		D	06.31712R	2160	11/16/2017			2160
06.395	FORD .75 TON PICKUP	IFTXS20P06EC83900	00002	G	06P	FOR	06	D	06.395	2160	3/28/2006	27,462.45		2160
06.396	FORD .75 TON PICKUP	IFTXS20P26EC83901	00002	G	06P	FOR	06	D	06.396	2160	3/28/2006	27,462.45		2160
06.397	FORD .75 TON PICKUP	IFTXS20P46EC83902	00002	G	06P	FOR	06	D	06.397	2160	3/28/2006	27,462.45		2160
06.398	FORD .75 TON PICKUP	IFTXS20P66EC83903	00002	G	06P	FOR	06	D	06.398	2160	3/27/2006	27,462.45		2160
06.468	FORD .5 TON PICKUP	IFTRX12W66KC70194	00002	G	06O	FOR	06	G	06.468	2160	5/4/2006	19,870.60	MENDIVE, FERNANDO L.	2160
06.469	FORD F150	IFTRX12W86KC70195	00002	G	06O	FOR	06	G	06.469	2160	5/4/2006	19,870.60		2160
06.487	FORD .5 TON PICKUP 4	IFTRX14W36KC70179	00002	G	06R	FOR	06	G	06.487	2160	5/4/2006	24,523.29		2160
06.488	FORD .5 TON PICKUP 4	IFTRX14W36KC70180	00002	G	06R	FOR	06	G	06.488	2160	5/4/2006	24,523.29		2160
06.576	FORD .5 TON PICKUP	IFTRX12WX6KD12091	00002	G	06O	FOR	06	G	06.576	2160	7/18/2006	21,308.51	HO, RYAN K.	2160
06.577	FORD F150	IFTRX12W86KD12087	00002	G	06O	FOR	06	G	06.577	2160	7/18/2006	21,318.51	KARR, HUNTER J.	2160
06.578	FORD F150	IFTRX12W06KD12097	00002	G	06O	FOR	06	G	06.578	2160	7/18/2006	21,308.51	HARRISON, GABRIEL L.	2160
06.634	FORD .5 TON PICKUP 4	IFTRX14W77KC37137	00002	G	06O	FOR	07	G	06.634	2160	7/14/2011	14,138.91		2160
06.661	FORD .5 TON CREW CAB	IFTPW145X7KC56511	00002	G	06R	FOR	07	G	06.661	2160	8/17/2012	13,797.00		2160
06.664	FORD .5 TON PICKUP	IFTRX12W37KC45254	00002	G	06O	FOR	07	G	06.664	2160	4/6/2007	20,834.81		2160
06.665	FORD .5 TON PICKUP	IFTRX12W57KC45255	00002	G	06O	FOR	07	G	06.665	2160	3/29/2007	20,834.81	SCHRIEBER, THOMAS L.	2160
06.666	FORD .5 TON PICKUP	IFTRX12W77KC45256	00002	G	06O	FOR	07	G	06.666	2160	3/29/2007	20,834.81		2160
06.669	FORD .5 TON PICKUP	IFTRX12W27KC45259	00002	G	06O	FOR	07	G	06.669	2160	3/29/2007	20,834.81	ANGUIANO, JOSE R.	2160
06.693	FORD F150	IFTRX12W47KC55131	00001	G	06O	FOR	07	G	06.693	2160	4/6/2007	20,834.81	WEBER, MATTHEW R.	2160
06.906	FORD .75 TON PICKUP	IFTXS21Y48ED97666	00002	G	06R	FOR	08	G	06.906	2160	5/7/2008	27,217.81	TODARO, MICHAEL D.	2160
06.980	FORD .5 TON PICKUP S	IFTRX12W18KD62798	00002	G	06O	FOR	08	G	06.980	2160	5/30/2008	20,980.20	YOUNG, GUNNAR M.	2160
06.982	FORD .5 TON PICKUP S	IFTRX12W38KD62799	00002	G	06O	FOR	08	G	06.982	2160	5/30/2008	20,980.20		2160
06.984	FORD .5 TON PICKUP S	IFTRX12W68KD62828	00002	G	06O	FOR	08	G	06.984	2160	6/10/2008	21,082.35		2160
06.985	FORD .5 TON PICKUP S	IFTRX12W88KD62829	00002	G	06O	FOR	08	G	06.985	2160	6/10/2008	21,082.35		2160
06.991	FORD .5 TON PICKUP 4	IFTRX14W08KD62837	00002	G	06R	FOR	08	G	06.991	2160	5/22/2008	23,916.45	ZUNINO, ALYSSA R.	2160
07.28851R	CAT D6 DOZER CA6905	MG500425	00002	R	07C	CAT		D	07.28851R	2160	2/15/2017	118,284.32		2160
07.290	JD 850C DOZER	T0850CX911277	00007	G	07C	DER	02	D	07.290	2160	12/15/2005			2160
07.30905R	CAT D9T DOZER C8267	REX00387	00002	R	07S	CAT		D	07.30905R	2160	8/18/2017			2160
07.31711R	CAT D6 DOZER C7494	GHS01364	00002	R	07C	CAT		D	07.31711R	2160	11/16/2017			2160
08.10000	CAT 950H WHL LOADER	JAD00530	00007	G	08F	CAT	11	D	08.10000	2160	4/8/2013	121,417.50		2160
08.1050	JD 710G BACKHOE 4x4	TO710GX912508	00007	G	08B	DER	02	D	08.1050	2160	7/23/2003	105,279.00		2160

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
08.1052	JD 210LE SKIPLOADER	T0210LE882079	00007	G	08Q	DER	03	D	08.1052	2160	7/23/2003	32,867.00		2160
08.1091	CAT IT28G TOOLCARRIE	0DBT00533	00007	G	08E	CAT	03	D	08.1091	2160	1/27/2005	103,119.02		2160
08.1092	CAT IT38G TOOL CARRI	PCSX00506	00007	G	08E	CAT	04	D	08.1092	2160	1/26/2005	128,402.64		2160
08.1161	JD 210LE SKIPLOADER	T0210LE883862	00007	G	08Q	DER	05	D	08.1161	2160	12/15/2005	31,774.85		2160
08.1162	JD 210LE SKIPLOADER	T0210LE883889	00007	G	08Q	DER	05	D	08.1162	2160	12/13/2005	31,774.85		2160
08.1173	CAT IT38G TOOLCARRIE	CSX00897	00007	G	08E	CAT	05	D	08.1173	2160	8/31/2005	144,064.12		2160
08.1177	CAT IT62G LOADER	CATIT62GAAYA00192	00007	G	08G	CAT	03	D	08.1177	2160	9/1/2004	110,166.19		2160
08.1178	CAT TH580B FORKLIFT	SLH00382	00007	G	08M	CAT	04	D	08.1178	2160	2/28/2005	70,283.07		2160
08.1181	CAT 966G II LOADER	AXJ02590	00007	G	08G	CAT	05	D	08.1181	2160	6/21/2005	203,424.88		2160
08.1182	CAT IT62G LOADER	CATIT62GKAYA00249	00007	G	08G	CAT	05	D	08.1182	2160	5/3/2005	156,760.24		2160
08.1210	JD 744J WHEEL LOADER	DW744JX606923	00007	G	08G	DER	06	D	08.1210	2160	8/17/2006	269,311.58		2160
08.12480R	JOHN DEERE 9520	RW9520E050250R	00002	R	08R	DER		D	08.12480R	2160	7/17/2012	219,357.67		2160
08.1284	CAT 966H WHEEL LOADE	A6J00274	00007	G	08G	CAT	06	D	08.1284	2160	8/25/2007	159,729.10		2160
08.1310R	BOBCAT S250 SKIDSTER	5038A5GM20215-R	00002	R	08N	BOB	08	D	08.1310R	2160	5/17/2017	166,094.00		2160
08.1339	CAT IT62 WHEEL LOADE	M5G00381	00007	G	08G	CAT	07	D	08.1339	2160	5/8/2008	166,094.00		2160
08.14619	XTREME XR1255 TELEHA	XR1255051391962	00007	G	08M		13	D	08.14619	2160	4/11/2013	74,229.00		2160
08.14620	XTREME XR1255 TELEHA	XR1255051391963	00007	G	08M		13	D	08.14620	2160	4/9/2014	58,780.36		2160
08.19504	JD 210K SKIPLOADER 4	IT8210KXJEE891933	00007	G	08Q	DER	14	D	08.19504	2160	6/25/2014			2160
08.20140	JD 210K SKIPLOADER 4	IT8210KXLEE891887	00007	G	08Q	DER	14	D	08.20140	2160	10/9/2014			2160
08.20961R	JD 210 SKIPPY - U062	IT0210LJEB0890560	00002	R	08Q	DER		D	08.20961R	2160	2/22/2017			2160
08.28890R	BROCE CRT-350 SWEEPER	409609	00002	R	08O	BRO		D	08.28890R	2160	5/1/2017			2160
08.29440R	CAT 950M WHEEL LOADE	EMB02362	00002	N	08F	CAT	16	D	08.29440R	2160	5/8/2017			2160
08.29496R	CAT 289 SKIDSTEER CA	TAW03163	00002	R	08Q	CAT		D	08.29496R	2160	7/21/2017			2160
08.30572R	CAT 246D C SKIDSTEER	BYF03624	00002	R	08Q	CAT		D	08.30572R	2160	11/29/2017			2160
08.31774R	I0000 ILG FORKLIFT U	0160056556	00002	R	08M	JLG		D	08.31774R	2160	2/18/1999	122,785.16		2160
08.423	CAT IT38G TOOL CARRI	7BS00462	00007	G	08E	CAT	98	D	08.423	2160	2/12/2003	62,500.00		2160
08.614	TYMCO 600 SWEEPER	IHTSCABN8YH238743	00007	G	08P		00	D	08.614	2160	6/29/2001	111,880.73		2160
08.650	JD TC62H TOOL CARRIE	DWTC62H580707	00007	G	08E	DER	01	D	08.650	2160	6/28/2001	39,599.86		2160
08.664	JD 210LE SKIPLOADER	T0210LE881117	00007	G	08Q	DER	01	D	08.664	2160	10/24/2001	44,646.14		2160
08.665	JD 210LE SKIPLOADER	T0210LE881249	00007	G	08Q	DER	01	D	08.665	2160	5/31/2002	31,834.55		2160
08.711	YALE GDP080LJ FORKLJ	C813V02040Z	00007	G	08L		01	D	08.711	2160	6/4/2013	259,634.62		2160
09.15105	CAT 740B TG ARTIC TR	T4R01650	00007	G	09Q	CAT		D	09.15105	2160	6/4/2013	271,495.88		2160
09.15107	CAT 740B TG ARTIC TR	T4R01158	00007	G	09Q	CAT		D	09.15107	2160	10/23/2013	358,651.82		2160
09.18527	CAT 740B TG ARTIC TR	T4R01971	00007	G	09Q	CAT		D	09.18527	2160	10/15/2014			2160
09.21001R	KOM HM400-3 HAUL TRK	3570	00002	R	09Q	KOM		D	09.21001R	2160	8/23/2017			2160
09.30960R	CAT 740B HAUL TRUCK	T4R348	00002	R	09Q	CAT		D	09.30960R	2160	8/23/2017			2160
09.30961R	CAT 740B HAUL TRUCK	T4R367	00002	R	09Q	CAT		D	09.30961R	2160	8/28/2017			2160
09.30974R	CAT 740B T HAUL TRK	0T4R02897	00002	R	09Q	CAT		D	09.30974R	2160	4/25/2011	94,970.90		2160
10.10000	CAT CB64 ROLLER	DJM00151	00007	G	10M	CAT	10	D	10.10000	2160	4/25/2011	100,730.90		2160
10.10001	CAT CB64 ROLLER	DJM00153	00007	G	10M	CAT	10	D	10.10001	2160	4/25/2011	115,500.79		2160
10.11901	CAT CB64 VIBR. COMPA	DJM00373	00007	G	10M	CAT	12	D	10.11901	2160	6/4/2012			2160

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
10.178	CAT PS180 PNEU ROLLE	07PD00183	00002	G	10E	CAT	93	D	10.178	2160	1/31/1995	41,988.56		2160
10.20004	CAT CW34 PNEU COMPAC	CT300109	00007	G	10E	CAT	13	D	10.20004	2160	6/13/2014	85,063.96		2160
10.22982R	VOLVO DD38 ROLLER -	197797	00002	R	10I	VOL		D	10.22982R	2160	5/19/2015			2160
10.23294R	CAT CB64 ROLLER - C4	DJM00469	00002	R	10M	CAT		D	10.23294R	2160	7/16/2015			2160
10.30330R	BOMAG 120 DD RLR U78	861880231367	00002	R	10I	BOM		D	10.30330R	2160	7/11/2017			2160
10.445	CAT CS563E SOIL COMP	CNG00354	00007	G	10M	CAT	03	D	10.445	2160	9/3/2003	89,586.88		2160
10.456	CAT CB634C ROLLER	CB634ICDF00475	00007	G	10M	CAT	04	D	10.456	2160	12/31/2004	112,737.42		2160
10.457	CAT CB534C ROLLER	FGH00341	00007	G	10M	CAT	04	D	10.457	2160	12/31/2004	81,468.87		2160
10.458	CAT CS583 SDVA ROLLE	CNX00321	00007	G	10M	CAT	03	D	10.458	2160	10/5/2004	109,769.62		2160
10.459	CAT CS583E SDAV ROLL	CNX00319	00007	G	10M	CAT	04	D	10.459	2160	12/31/2004	101,979.62		2160
10.462	CAT CS583E SDVA ROLL	CNX00320	00007	G	10M	CAT	04	D	10.462	2160	12/31/2004	113,664.62		2160
11.1013	DETROIT HOIST JIB CR	35905	00002	G	11S			N	11.1013	2160	3/1/2004			2160
12.301	CAT 14H MOTOR GRADER	7WJ00583	00007	G	12G	CAT	97	D	12.301	2160	1/27/1999	217,175.34		2160
12.302	CAT 14H MOTOR GRADER	7WJ00568	00007	G	12G	CAT	97	D	12.302	2160	2/18/1999	201,855.33		2160
12.326	CAT 14H MOTOR GRADER	7WJ01648	00007	G	12G	CAT	01	D	12.326	2160	12/18/2001	257,902.52		2160
12.365	CAT 14H MOTOR GRADER	ASE01513	00007	G	12G	CAT	05	D	12.365	2160	9/19/2005	302,897.66		2160
12.374	CAT 14H MOTOR GRADER	ASE01475	00007	G	12G	CAT	05	D	12.374	2160	1/18/2008	330,000.00		2160
12.377	CAT 14H MOTOR GRADER	ASE01562	00007	G	12G	CAT	05	D	12.377	2160	1/26/2006	280,820.26		2160
12.380	CAT 14H MOTOR GRADER	ASE01798	00007	G	12G	CAT	06	D	12.380	2160	12/6/2006	254,805.63		2160
12.4501	CAT 14H MOTOR GRADER	7WJ-00123	00002	G	12G	CAT	95	D	12.4501	2160	3/5/1999	175,000.00		2160
13.028	SULLAIR 185 CFM COMP	004-121531	00007	G	13A	SUL	97	D	13.028	2160	1/31/1997	10,625.00		2160
13.034	MULTIQUIP 60 KW GEN	3654128	00002	G	13A	MUL		D	13.034	2160	1/8/1997			2160
13.036	MULTIQUIP 60 KW GEN	3654123	00002	G	13A	MUL		D	13.036	2160	1/8/1997			2160
13.362	M-Q 25 KW GEN SET	3639754	00002	G	13A			D	13.362	2160	12/31/2011			2160
13.363	KATO TRLR MTD GENERA	81255-1	00002	G	13A			D	13.363	2160	5/31/1999			2160
13.372	ATLAS 185CFM COMPRES	H0L602830	00002	G	13A	ATA	96	D	13.372	2160	7/11/2000			2160
13.7001	I-R XP825 AIR COMP	164050	00007	G	13F	I-R		D	13.7001	2160	5/16/2002	8,916.63		2160
14.219	ROME DLS16 5.8 CYD	DLS16-159	00002	G	14G	ROM		N	14.219	2160	2/22/1991	1.00		2160
14.228	MISKIN D-19 19CYD PU	21743	00007	G	14H		04	N	14.228	2160	10/29/2004	60,652.00		2160
14.229	MISKIN D-19 19CYD PU	21744	00007	G	14H		04	N	14.229	2160	10/29/2004	60,652.00		2160
14.232	MISKIN D-19 SCRAPER	21764	00007	G	14H		04	N	14.232	2160	12/31/2004	68,527.00		2160
14.233	MISKIN D-19 SCRAPER	21765	00007	G	14H		04	N	14.233	2160	12/31/2004	68,527.00		2160
14.238	MISKIN D-19 FRONT SC	21787	00007	G	14H		05	N	14.238	2160	6/22/2005	81,128.37		2160
14.239	MISKIN D-19 REAR SCR	21788	00007	G	14H		05	N	14.239	2160	6/22/2005	79,558.54		2160
14.249	MISKIN D-19 FRONT SC	21874	00007	G	14H		05	N	14.249	2160	8/25/2005	79,579.37		2160
14.250	MISKIN D-19 REAR SCR	21875	00007	G	14H		05	N	14.250	2160	8/25/2005	79,558.54		2160
16.088	CMI PR800-7 MILLING	536186	00002	G	16U	CMI	95	D	16.088	2160	11/1/2011			2160
16.12855	WEILER E650B WINDROW	E650B-1049	00007	G	16I	WLR	13	D	16.12855	2160	8/10/2012	173,071.00		2160
16.1476	CAT AP1055D AC PAYER	FAC00307	00007	G	16G	CAT	06	D	16.1476	2160	1/11/2006	342,460.44		2160
16.1493	CAT AP1055D PAYER	FAC00366	00007	G	16G	CAT	06	D	16.1493	2160	5/1/2006	250,554.93		2160
16.1508	MIDLAND SHOULDER PAV	271C	00002	G	16Y		04	D	16.1508	2160	3/5/2004			2160

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
16.165	GOMACO GT3600	902900-357	00007	G	16K	GOM 00	D	16.165		2160	8/4/2001	128,526.07		2160
16.1735	ROADTEC SB2500D SHUT	SB2500D-1039	00007	G	16J	09	D	16.1735		2160	3/30/2009	476,920.00		2160
16.240	BIDWELL BR202HD 40FT	BR88677-2-HD	00002	G	16S	BID 86	D	16.240		2160	6/28/2001			2160
16.253	GOMACO III CONC PAV	MC15828-01	00002	G	16K	GOM 88	D	16.253		2160	6/1/1992	101,045.00		2160
16.27049R	CAT AP1055F PAV	TJ500358	00002	N	16G	CAT 16	D	16.27049R		2160	8/3/2016			2160
16.279	BARBER-GREENE 650 PI	9EK00276	00007	G	16I	B-G 97	D	16.279		2160	3/20/1997	93,082.40		2160
16.31544R	CAT AP1055F PAV	TJ500668	00002	N	16G	CAT 17	D	16.31544R		2160	11/1/2017			2160
16.4504	BIDWELL BRIDGE DECK	BR9787HDSV	00002	G	16S	BID 97	G	16.4504		2160	3/5/1999	95,000.00		2160
18.061	CAT 623G SCRAPER	ARW00103	00007	G	18C	CAT 01	D	18.061		2160	1/5/2005	323,932.59		2160
18.080	CAT 623G SCRAPER	DBC00264	00007	G	18C	CAT 06	D	18.080		2160	5/16/2006	489,352.60		2160
18.083	CAT 615C II SCRAPER	CAT0615CE9XG01952	00007	G	18B	CAT 06	D	18.083		2160	12/7/2006	294,447.59		2160
22.004	60 X 12 TRAILER MLL	MSWP246326	00002	G	22A	91	N	22.004		2160	10/30/1993			2160
22.005	60 X 12 TRAILER MLL	MSWP246327	00002	G	22A	91	N	22.005		2160	10/30/1993			2160
22.007	TECHNICAL STRUCTURES	14-09911	00002	G	22A	94	N	22.007		2160	12/31/2011			2160
22.011	TSI OFFICE TRAILER	TSI030	00002	G	22A	94	N	22.011		2160	7/31/2004			2160
22.430	12X60FT 2460SAH CAV	CAVAZDC90-0115X	00002	G	22A	90	N	22.430		2160	2/23/1990	20,668.74		2160
22.431	12X60FT 2460SAH CAV	CAVAZDC90-0115U	00002	G	22A	90	N	22.431		2160	2/23/1990	20,668.74		2160
22.502	40 FT TRAILER TRLMO	509-00604	00002	G	22B		N	22.502		2160	2/1/1991	5,194.00		2160
22.742	40 FT TRAILER PENN	106234403	00002	G	22B	62	N	22.742		2160	10/30/1993			2160
23.048	TELEDYNE HAMMER	0398400-1002	00002	G	23A	TRK 98	N	23.048		2160	9/18/1998			2160
23.319	LANDUE PRESSURE WASH	PO494-6610	00002	G	23A		G	23.319		2160	12/31/2011			2655
23.333	BOSS LIGHT TOWER	97-8-4557	00002	G	23A		D	23.333		2160	8/19/1997			2160
23.340	BOSS LIGHT TOWER	97-8-4560	00002	G	23A		D	23.340		2160	8/19/1997			2160
23.566	MACO W41770 CONCRETE	96110976	00002	G	23A	97	D	23.566		2160	9/1/1997			2655
23.567	DIAMANT BOART 2511-2	259926	00002	G	23A	97	N	23.567		2160	9/1/1997			2160
23.627	MULTI-QUIP 28" VIB R	Y5140	00002	G	23A	MUL 91	N	23.627		2160	2/11/1998			2655
23.646	HONDA 6000KW GENERAT	5184610	00002	G	23A		D	23.646		2160	6/11/1998			2160
23.712	MECO M3SST CONCRETE	3995	00002	G	23A	98	D	23.712		2160	12/1/1998			2655
23.716	MONTR	M683964	00002	G	23A		N	23.716		2160	10/30/1993			2655
23.741	TTZ 27 X 8		00002	G	23A		N	23.741		2160	10/30/1993			2655
23.760	10X32 OFFICE TRLR	FC35102	00002	G	23A	55	N	23.760		2160	12/31/2011			2160
23.799	9X40 GE MODULAR OFFI	FC35102A	00002	G	23A		N	23.799		2160	2/8/1999			2655
23.808	STRIC 34000LB BOX T	164891	00002	G	23A	73	N	23.808		2160	11/1/1993			2160
23.818	AGTEK TRACKER SLOP		00002	G	23A	AGT 88	N	23.818		2160	10/30/1993			2655
23.888	CMT 10X22FT OFFICE	C-0042	00002	G	23A		N	23.888		2160	10/30/1993			2655
23.903	LANDA SGHW6 PRESS W	229K1896039	00002	G	23A		N	23.903		2160	11/30/1996			2655
23.922	STRIK VAN 40 FT TRAI	238456	00002	G	23A	79	N	23.922		2160	10/31/1993			2160
23.959	DIAMD PM230T 230 GL	1D9PM1131M1004329	00002	G	23A	91	N	23.959		2160	12/31/1992			2655
25.134	MULTIQUIP 45KW GEN S	7203407	00002	G	25A	MUL 04	D	25.134		2160	5/30/2007			2160
25.135	MULTIQUIP 45KW GEN S	7203322	00002	G	25A	MUL 04	D	25.135		2160	8/17/2007			2160
25.364	I-R E50WCU 50 KW GEN	166002	00002	G	25A	I-R 91	N	25.364		2160	7/31/2002			2160

Equipment Number	Description	Serial Number	CO	Fin Meth Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
30.14598	CAT 328D CR HYD EXCA	RMX00500	00007	G 30B	CAT	13	D	30.14598	2160	4/9/2013	261,331.00		2160
30.19772	CAT 308E2 EXCAVATOR	FIX00630	00007	G 30A	CAT	14	D	30.19772	2160	5/16/2014	135,921.00		2160
30.21639R	CAT 336 EXC W/HAMMER	BZY02210	00002	R 30B	CAT		D	30.21639R	2160	2/27/2015			2160
30.25336R	CAT 336F EXCAVATOR	RKB01671	00002	N 30B	CAT	16	D	30.25336R	2160	3/7/2016			2160
30.30151R	CAT 308 EXC CA6223	FIX02903	00002	R 30A	CAT		D	30.30151R	2160	6/27/2017			2160
30.31125R	CAT 349 EXC C7623	BZ200917	00002	R 30B	CAT		D	30.31125R	2160	9/15/2017			2160
30.31697R	CAT 336 FL T EXC C62	RKB01346	00002	R 30B	CAT		D	30.31697R	2160	11/15/2017			2160
30.473	KOMATSU PC308USL EXC	KMTPC068P0200088	00007	G 30B	KOM	04	D	30.473	2160	6/26/2006	126,739.34		2160
30.479	CAT 330CL EXCAVATOR	DKY04060	00007	G 30B	CAT	05	D	30.479	2160	1/23/2006	241,169.67		2160
30.514	CAT 328DCR EXCAVATOR	GTN00309	00007	G 30B	CAT	07	D	30.514	2160	9/5/2008	162,350.38		2160
59.005	ALLEN 3 ROLLER CONC.	T255050806	00002	G 59A		05	D	59.005	2160	9/23/2005			2160
59.151	POWER VAC 500 TRLR M		00002	G 59A		00	D	59.151	2160	8/25/2000			2160
59.24869	VERMEER PD10 POST DR	1VRB100Z9G1002077	00007	G 59A	VRM	16	D	59.24869	2160	1/26/2016	165,000.00		2160
59.336	TERRAMITE ROLLER SCR	24RS0105	00002	G 59A		94	D	59.336	2160	8/30/2007			2160
59.340	DITCH WITCH TRENCHER	5T0373	00002	G 59A	DIW		D	59.340	2160	5/17/2001			2160
59.429	TOPCON GPS SYSTEM	655-0113	00002	G 59G	TOP	11	N	59.429	2160	8/22/2011	52,752.26		2160
59.430	TOPCON GPS SYSTEM	648-0435	00002	G 59G	TOP	11	N	59.430	2160	8/22/2011	52,752.26		2160
59.431	TOPCON GPS SYSTEM	648-0437	00002	G 59G	TOP	11	N	59.431	2160	8/22/2011	52,752.26		2160
83.12666R	TELEBELT 50' 10K HOL	OTBM00931	00002	R 83A			D	83.12666R	2160	8/7/2012			2160
06.21344	FORD F250 SUPERCAB 4	1FT7X2B60FEA29419	00002	G 06R	FOR	15	G	06.21344	2164	12/11/2014	36,314.06	MCGRANDY, DAVE	2160
06.25359	FORD F150 CREW 4X4	1FTEW1EP4GKD81947	00002	G 06R	FOR	16	G	06.25359	2164	3/8/2016	35,752.24	SAWYER, DONALD N.	2160
06.28046	FORD F250 SUPER CAB	1FT7X2B60GEB35063	00002	G 06R	FOR	16	G	06.28046	2164	11/15/2016	38,455.63		2160
06.29227	FORD F150 SUPER CAB	1FTEX1EP8GKE77691	00002	G 06R	FOR	16	G	06.29227	2164	4/10/2017	35,260.54	GILLIGAN, RYAN T.	2160
06.639	FORD F150 CREWCAB	1FTRW12W97KC47237	00002	G 06O	FOR	07	G	06.639	2164	3/6/2007	24,735.16		2160
06.640	FORD F150 CREWCAB	1FTRW12W07KC47238	00002	G 06O	FOR	07	G	06.640	2164	3/6/2007	24,735.16	CHAVARRIA, PABLO M.	2160
03.1056	WESCO TRIPLE TRANSFE	1WRFH3287XW995572	00002	G 03A	WES	99	N	03.1056	2168	3/2/1999	39,478.03		2168
03.1057	WESCO TRIPLE TRANSFE	1WRFH3287XW995575	00002	G 03A	WES	99	N	03.1057	2168	3/2/1999	37,931.97		2168
03.1363	SMITHCO FRONT SIDE D	IS9SS40217L476642	00002	G 03B		07	N	03.1363	2168	5/3/2007	49,772.54		2168
03.1364	SMITHCO REAR SIDE DM	IS9SS40257L476644	00002	G 03B		07	N	03.1364	2168	5/3/2007	43,638.73		2168
03.1364A	SMITHCO CD-2 DOLLY	IS9TD06257L476643	00002	G 03N		07	N	03.1364A	2168	5/3/2007	18,729.46		2168
03.1365	SMITHCO FRONT SIDE D	IS9SS40217L476639	00002	G 03B		07	N	03.1365	2168	4/25/2007	46,660.82		2168
03.1366	SMITHCO REAR SIDE DM	IS9TD062X7L476640	00002	G 03B		07	N	03.1366	2168	4/25/2007	40,928.20		2168
03.1366A	SMITHCO CD-2 DOLLY	IS9SS402X7L476641	00002	G 03N		07	N	03.1366A	2168	4/25/2007	17,557.83		2168
03.1497	RANCO 14 YD REAR BOT	1R9BP680X6L008637	00002	G 03E		06	N	03.1497	2168	6/9/2006	52,372.26		2168
03.1498	RANCO 14 YD REAR BOT	1R9BP68016L008638	00002	G 03E		06	N	03.1498	2168	6/9/2006	52,372.26		2168
03.1499	RANCO 14 YD REAR BOT	1R9BP68086L008670	00002	G 03E		06	N	03.1499	2168	7/3/2006	52,372.26		2168
03.1500	RANCO 14 YD REAR BOT	1R9BP68016L008669	00002	G 03E		06	N	03.1500	2168	7/3/2006	52,372.26		2168
03.1502	RANCO 14 YD REAR BOT	1R9BP680X6L008668	00002	G 03E		06	N	03.1502	2168	6/9/2006	52,372.26		2168
03.1504	RANCO 2 AX SEMI BOTT	1R9BSE50X6L008599	00002	G 03C		06	N	03.1504	2168	3/15/2006	45,474.34		2168
03.1505	RANCO 2 AX SEMI BOTT	1R9BSE5066L008664	00002	G 03C		06	N	03.1505	2168	6/9/2006	45,474.34		2168
03.1570	COZAD 35 TON LOWBED	1C9WF512971772162	00002	G 03J	COZ	07	N	03.1570	2168	7/30/2007	84,526.60		2168

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
03.374	KALNY FLATBED 45'X9	1K9E45217E1005105	00002	G	03L	84	N	03.374		2168	11/14/2001			2168
03.413	DORSE FLATBED 42'X9	IDTP10T21CA158815	00002	G	03L	82	N	03.413		2168	5/10/2001			2168
03.414	DORSE FLATBED 42'X9	10T26CA158812	00002	G	03L	82	N	03.414		2168	11/12/2001			2168
03.4505	RANCO DUMP TRAILER	IR9ESB506SL008038	00002	G	03B	95	N	03.4505		2168	3/5/1999	18,355.00		2168
03.4507	RANCO END DUMP TRAIL	IR9ESB508SL008042	00002	G	03B	95	N	03.4507		2168	3/5/1999	12,855.00		2168
03.453	POLAR ASPHALT TANK T	IPMA14225X1020218	00002	G	03F	99	N	03.453		2168	8/12/1998	49,418.43		2168
03.454	POLAR ASPHALT TANK T	IPMA14328X1020048	00002	G	03F	99	N	03.454		2168	8/31/1998	49,172.03		2168
03.459	COZAD 44 TON 2 AX EX	1C9G44200Y1167028	00002	G	03J	COZ	00	N	03.459	2168	3/1/2000	52,822.50		2168
03.968	RANCO SEMI END DUMP	IR9ESB503XL008943	00002	G	03B	98	N	03.968		2168	2/13/1999	35,550.50		2168
03.969	RANCO SEMI END DUMP	IR9ESB501XL008942	00002	G	03B	89	N	03.969		2168	2/19/1999	35,550.50		2168
03.970	RANCO SEMI BOTTOM DU	IR9BSE506XL008343	00002	G	03C	98	N	03.970		2168	2/12/1999	39,048.48		2168
03.971	RANCO SEMI BOTTOM DU	IR9BSE508XL008344	00002	G	03C	98	N	03.971		2168	2/12/1999	39,048.48		2168
03.972	RANCO SEMI BOTTOM DU	IR9BSE502XL008341	00002	G	03C	98	N	03.972		2168	2/12/1999	38,783.97		2168
03.978	POLAR ASPHALT PULL T	IPMA12533Y1022396	00002	G	03F	00	N	03.978		2168	9/7/1999	53,791.05		2168
03.979	POLAR ASPHALT PULL T	IPMA12435Y1022563	00002	G	03F	00	N	03.979		2168	11/11/1999	53,810.97		2168
04.1056	PETE 379 3AX TRANSFE	INP5LB9X9XD496369	00002	G	04F	PTR	99	D	04.1056	2168	3/2/1999	119,209.43		2168
04.1058	PETE 379 3AX TRACTOR	IXP5DB0X6XD496376	00002	G	04U	PTR	99	D	04.1058	2168	3/10/1999	95,003.87		2168
04.1059	PETE 379 3AX TRACTOR	IXP5DU9X2XD504584	00002	G	04U	PTR	99	D	04.1059	2168	3/24/1999	88,954.40		2168
04.1060	PETE 379 3AX TRACTOR	IXP5DU9X0XD504583	00002	G	04U	PTR	99	D	04.1060	2168	2/1/1999	88,954.40		2168
04.1130	PETE 330 3600GL 3AX	3BPNDL9X4WF466030	00002	G	04R	PTR	98	D	04.1130	2168	10/14/1999	73,883.84		2168
04.1136	PETE 379 3AX TRACTOR	IXP5DB0XXYD541854	00002	G	04U	PTR	00	D	04.1136	2168	5/1/2000	107,119.34		2168
04.1137	PETE 379 3AX TRACTOR	IXP5DB0X1YD541855	00002	G	04U	PTR	00	D	04.1137	2168	5/1/2000	105,862.66		2168
04.1172	PETE 330 3600GL 3AX	INPNLD9X4XS493760	00002	G	04R	PTR	98	D	04.1172	2168	3/21/2000	105,372.46		2168
04.1203	PETE 330 3600GL 3AX	2NPNDL9X7IM568537	00002	G	04R	PTR	01	D	04.1203	2168	3/13/2001	93,163.63		2168
04.1204	PETE 330 3600GL 3AX	2NPNDL9X9IM568149	00002	G	04R	PTR	01	D	04.1204	2168	3/14/2001	93,171.92		2168
04.1214	PETE 357 10YD 3AX DU	INPALU9X2ID568157	00002	G	04D	PTR	01	D	04.1214	2168	3/27/2001	102,109.00		2168
04.12866	PETE 388 3AX TRACTOR	IXPWU40X7ED226926	00002	G	04U	PTR	14	D	04.12866	2168	8/11/2012	151,522.15		2168
04.12867	PETE 388 3AX TRACTOR	IXPWU49X5ED227088	00002	G	04U	PTR	14	D	04.12867	2168	8/11/2012	155,664.14		2168
04.12868	PETE 388 3AX TRACTOR	IXPWU49X1ED227086	00002	G	04U	PTR	14	D	04.12868	2168	8/11/2012	155,664.14		2168
04.12869	PETE 388 3AX TRACTOR	IXPWU49X3ED227087	00002	G	04U	PTR	14	D	04.12869	2168	8/11/2012	155,664.14		2168
04.12875	PETE 365 3500GL 3AX	INPSL70XXED226237	00002	G	04V	PTR	14	D	04.12875	2168	8/11/2012	235,929.78		2168
04.1314	PETE 357 10YD 3AX DU	INPALU9X63D588334	00002	G	04D	PTR	03	D	04.1314	2168	5/29/2002	105,050.00		2168
04.1415	PETE 330 3600GL 3AX	2NPNDL9X23M809875	00002	G	04R	PTR	03	D	04.1415	2168	3/11/2004	100,890.49		2168
04.1553	PETE 379 3AX TRACTOR	IXPSDB0XX7D678937	00002	G	04U	PTR	07	D	04.1553	2168	2/15/2006	114,560.21		2168
04.1554	PETE 379 3AX TRACTOR	IXPSDB0X17D678938	00002	G	04U	PTR	07	D	04.1554	2168	4/18/2006	114,560.21		2168
04.1650	PETE 335 3600GL 3AX	2NPLLD9X37M679022	00002	G	04R	PTR	07	D	04.1650	2168	2/2/2007	116,697.40		2168
04.19248	PETE 348 3600 GL WAT	2NP3LJ9X7FM269109	00002	G	04R	PTR	15	D	04.19248	2168	3/4/2014	152,022.99		2168
04.276	PETE 379 3AX TRACTOR	IXPSDB9X4TD413203	00002	G	04U	PTR	96	D	04.276	2168	2/16/1996	89,550.38		2168
04.29445	PETE 348 3600GL WATE	2NP3LJ9X6JM463798	00002	G	04R	PTR	17	D	04.29445	2168	5/1/2017	193,467.74		2168
04.32205	PETE 348 3600GL WAT		00002	G	04R	PTR	18	D	04.32205	2168	1/22/2018			2168
04.4513	PETE 3AX TRACTOR	IXP5DB0X8YD392825	00002	G	04U	PTR	97	D	04.4513	2168	3/5/1999	48,769.00		2168

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
04.690	FORD LT8000 3600GL 3	1FDZU82E0TVA21291	00002	G	04R	FOR	96	D	04.690	2168	5/1/2000	31,102.50		2168
04.813	PETE 379 3AX TRACTOR	1XP5DB9X8RD343276	00002	G	04U	PTR	94	D	04.813	2168	6/8/1993	81,265.89		2168
03.10000	VALEW 12K STAND TANK	1H9WV32167A261150	00002	G	03M		07	N	03.10000	3885	7/11/2011	7,523.20		3885
03.23490	VALEW 12K WATER TOWE	2012VW0038	00002	G	03M		12	N	03.23490	3885	8/13/2015	46,321.75		3885
03.23619	HURRICANE BRAVO 12XD	41623-C	00002	G	03W	KLE	15	D	03.23619	3885	9/2/2015	46,551.04		3885
03.25477	GLOBAL 6GSTAP TRASH	1627505	00002	G	03W		16	D	03.25477	3885	3/16/2016	53,857.11		3885
03.25478	GLOBAL 6GSTAP TRASH	1627905	00002	G	03W		16	D	03.25478	3885	3/16/2016	53,857.11		3885
03.458	COZAD 44 TON 2 AX EX	1C9G44209Y1167027	00002	G	03J	COZ	00	N	03.458	3885	3/1/2000	52,822.50		3885
04.1017	PETE 357 3AX FUEL/LU	1NPALT9X8WD466024	00002	G	04O	PTR	98	D	04.1017	3885	3/12/1998	145,728.03		2168
04.1225	PETE 330 3AX BOOM TR	2NPPLD9X62M571642	00002	G	04A	PTR	02	D	04.1225	3885	9/19/2003	79,687.50		3885
04.1297	PETE 330 3600GL 3AX	2NPPLD9X03M587496	00002	G	04R	PTR	03	D	04.1297	3885	2/21/2002	96,263.32		3885
04.1531	PETE 335 3600GL WATE	2NPPLD9X96M666421	00002	G	04R	PTR	06	D	04.1531	3885	7/24/2015	78,580.00		3885
04.1840	FORD F250 PICKUP	1FTBF2A63BEA36776	00002	G	04H	FOR	11	G	04.1840	3885	9/18/2015	18,500.00		3885
04.1843	FORD F250 PICKUP	1FTBF2A61BEA05963	00002	G	04H	FOR	11	G	04.1843	3885	8/13/2015	17,750.00		3885
04.1848	FORD 1.25 TON FLATBE	1FDUF4GT8BEC21936	00002	G	04I	FOR	11	D	04.1848	3885	8/13/2015	30,000.00		3885
04.1849	FORD 1.25 TON FLATBE	1FDUF4GY0BEC48804	00002	G	04I	FOR	11	G	04.1849	3885	8/13/2015	27,250.00		3885
04.1855	FORD F550 MECHANIC	1FDGF5GT0BEB06184	00002	G	04L	FOR	11	D	04.1855	3885	8/13/2015	54,000.00	HAAS, CHRISTOPHER A.	3885
04.1857	FORD 1.5 TON MECHANI	1FDUF5GT9BEC12409	00002	G	04L	FOR	11	D	04.1857	3885	8/13/2015	58,500.00	ANNAND, GAGE M.	3885
04.1863	FORD 1.25 TON FLATBE	1FDUF4GT5BEC38368	00002	G	04I	FOR	11	D	04.1863	3885	9/30/2014	29,250.00	BERG, SHONILEE P.	3885
04.23682	FRTLNR/ELGIN BROOM B	1FVACXBSX9HAB3942	00002	G	04K	FTL	09	D	04.23682	3885	9/15/2015	135,000.00		3885
04.749	PETE 379 3AX TRACTOR	1XP5DB9X5VD436556	00002	G	04U	PTR	97	D	04.749	3885	2/20/1997	95,943.68		2168
06.1116	FORD .75 TON PICKUP	1FTSF21P35EC46730	00002	G	06R	FOR	05	D	06.1116	3885	4/29/2005	29,921.18		3885
06.1166	FORD .75 TON PICKUP	1FT7X2A64BEA16104	00002	G	06P	FOR	11	G	06.1166	3885	8/13/2015	14,049.00	FABER, JAMES P.	3885
06.1167	FORD .75 TON PICKUP	1FT7X2A66BEA16105	00002	G	06P	FOR	11	G	06.1167	3885	8/13/2015	17,633.00	PETTIT, WILLIAM C.	3885
06.12140	FORD .75 TON PICKUP	1FT7X2B62CEC02398	00002	G	06R	FOR	12	G	06.12140	3885	6/20/2012	31,539.87	GUNDRUM, ERIC T.	3885
06.12240	FORD F150 CREWCAB 4X	1FTFW1EF5CKD88895	00002	G	06R	FOR	12	G	06.12240	3885	6/29/2012	29,093.72	SALAZAR, ANTONIO E.	3885
06.1225	FORD .5 TON PICKUP	1FTEX1CW9AKE60836	00002	G	06O	FOR	10	G	06.1225	3885	8/13/2015	13,934.00	GONZALES, CALEB S.	3885
06.12353	FORD .75 TON PICKUP	1FT7X2B61CEC27387	00002	G	06R	FOR	12	G	06.12353	3885	7/9/2012	31,714.24	OTUAFI, MILIPA K.	3885
06.12354	FORD .75 TON PICKUP	1FT7X2B63CEC27388	00002	G	06R	FOR	12	G	06.12354	3885	7/9/2012	31,714.24	BEACH, IAN M.	3885
06.12848	FORD .75 TON PICKUP	1FT7X2AT5DEB15314	00002	G	06P	FOR	13	D	06.12848	3885	8/10/2012	34,369.60		3885
06.12859	FORD .75 TON PICKUP	1FT7X2B61CEC27471	00002	G	06P	FOR	12	G	06.12859	3885	8/10/2012	33,111.43	RIVARD, JEFFREY J.	3885
06.1330	FORD .75 TON PICKUP	1FT7X2A66CEA24593	00002	G	06P	FOR	12	G	06.1330	3885	8/13/2015	18,213.00		3885
06.1336	FORD .75 TON CREW CA	1FT7W2A61CEA15092	00002	G	06P	FOR	12	G	06.1336	3885	8/13/2015	19,042.00	HADLEY I. BEAUMONT,	3885
06.1357	FORD .75 TON CREW CA	1FT7W2A64CEA38432	00002	G	06P	FOR	12	G	06.1357	3885	8/13/2015	18,777.00		3885
06.18064	FORD .5 TON PICKUP	1FTFX1CFXDKF55009	00002	G	06O	FOR	13	G	06.18064	3885	10/1/2013	27,622.26	SMITH, BRUCE D.	3885
06.18956	FORD .5 TON PICKUP 4	1FTFX1EF1DKF22297	00002	G	06R	FOR	13	G	06.18956	3885	1/23/2014	28,749.71	MCURTREY, DONALD L.	3885
06.19664	FORD .5 TON PICKUP 4	1FTFX1EF7EKD64663	00002	G	06R	FOR	14	G	06.19664	3885	5/2/2014	30,293.23	KUHN, CHRISTOPHER R.	3885
06.19666	FORD .5 TON PICKUP 4	1FTFX1EF0EKD64665	00002	G	06R	FOR	14	G	06.19666	3885	5/2/2014	30,293.23	MARTINEZ, RENE	3885
06.19667	FORD .5 TON PICKUP 4	1FTFX1EF2EKD64666	00002	G	06R	FOR	14	G	06.19667	3885	5/2/2014	30,568.25	PETRALLI, CAMERON C.	3885
06.19668	FORD .5 TON PICKUP 4	1FTFX1EF4EKD64667	00002	G	06R	FOR	14	G	06.19668	3885	5/2/2014	30,568.25	MCINTOSH, KIRK G.	3885
06.19669	FORD .5 TON PICKUP 4	1FTFX1EF6EKD64668	00002	G	06R	FOR	14	G	06.19669	3885	5/2/2014	30,568.25	WING, BRIAN W.	3885

Equipment Number	Description	Serial Number	CO	Fin. Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
06.20426	FORD .5 TON PICKUP 4	IFTFX1EF2EKE66565	00002	G	06R	FOR 14	G	06.20426		3885	7/30/2014	28,545.60	HEATON, ROBERT W.	3885
06.21253	FORD .5 TON S/C 2WD	IFTFX1CF5EKG11455	00002	G	06O	FOR 14	G	06.21253		3885	12/2/2014	26,023.93	TAN, JIN J.	3885
06.21343	FORD F250 SUPERCAB 4	IFTX2B69FEA29418	00002	G	06R	FOR 15	G	06.21343		3885	12/11/2014	33,472.60	JAMISON, JASON A.	3885
06.25170	FORD .5 TON CREW 4X4	IFTFW1EFXEKF78260	00002	G	06R	FOR 14	G	06.25170		3885	2/16/2016	40,109.05	ROLL, BRIAN C.	3885
06.25171	FORD .5 TON CREW 4X4	IFTFW1EFIEKF78261	00002	G	06R	FOR 14	G	06.25171		3885	2/16/2016	40,109.05	AITON, LEVI E.	3885
06.667	FORD .5 TON PICKUP	IFTRX12W97KC45257	00002	G	06O	FOR 07	G	06.667		3885	4/6/2007	20,834.81		3885
06.870	FORD .5 TON PICKUP	IFTRX12W18KB23865	00002	G	06O	FOR 08	G	06.870		3885	2/29/2008	20,390.73		3885
07.20720	CAT D8T SU DOZER	FCT01447	00007	G	07K	CAT 14	D	07.20720		3885	9/8/2014	585,781.52		3885
07.22557	CAT D6T DOZER	RAD00506	00007	G	07C	CAT 14	D	07.22557		3885	4/8/2015	437,834.62		3885
07.23449	CAT D6N DOZER	PBA02858	00007	G	07C	CAT 15	D	07.23449		3885	8/11/2015	274,608.81		3885
07.25967R	CAT D6N LGP	NEJ01973	00002	R	07C	CAT	D	07.25967R		3885	4/27/2016			3885
07.26136R	CAT D6N LPG	PBA02541	00002	R	07C	CAT	D	07.26136R		3885	5/9/2016			3885
07.26558R	CAT D6N LGP	MG500613	00002	R	07C	CAT 16	D	07.26558R		3885	6/10/2016			3885
07.27297R	CAT D8T	FCT01210	00002	R	07K	CAT 15	D	07.27297R		3885	8/26/2016			3885
08.1209	JD 710G BACKHO/LOADE	T0710GX954096	00007	G	08B	DER 06	D	08.1209		3885	4/14/2006	119,555.32		3885
08.1225	CAT 966H WHEEL LOADE	AGD00203	00007	G	08G	CAT 06	D	08.1225		3885	3/23/2006	199,909.80		3885
08.19196	CAT 950K	R4A02231	00007	G	08F	CAT 12	D	08.19196		3885	2/25/2014	163,693.65		3885
08.20076	CAT 950K WHEEL LOADE	R4A01448	00007	G	08F	CAT 13	D	08.20076		3885	6/19/2014	208,305.67		3885
08.23286R	JD 210 SKIPPY - H687	IT8210EKFVFG892380	00002	R	08Q	DER	D	08.23286R		3885	7/14/2015			3885
08.23325R	XTREME 12,000LB TELE	XRI1245061592789	00002	R	08M	XTR	D	08.23325R		3885	7/20/2015			3885
08.23363	JD 9520 TRACTOR	RW9520E050240	00007	G	08R	DER 07	D	08.23363		3885	7/29/2015	88,008.00		3885
08.23364	JD 9520 TRACTOR	RW9520E050250	00007	G	08R	DER 07	D	08.23364		3885	7/29/2015	109,008.00		3885
08.23367	JD 210L SKIPLOADER 4	IT8210LXHHF892999	00007	G	08Q	DER 15	D	08.23367		3885	7/30/2015	75,600.00		3885
08.23591	XTREME XRI255 TELEHA	XRI255101592954	00007	G	08M	XTR 15	D	08.23591		3885	8/26/2015	166,584.00		3885
08.23592	XTREME XRI255 TELEHA	XRI255101592955	00007	G	08M	XTR 15	D	08.23592		3885	8/26/2015	166,584.00		3885
08.23847R	XTREME FORKLIFT A89	XRM1254060891123	00002	R	08M	XTR	D	08.23847R		3885	10/6/2015			3885
08.24350R	GENIE S65 MANLIFT H9	S6014-27271	00002	R	08M	GNI	D	08.24350R		3885	11/9/2015			3885
08.25714R	CAT 966M	KJP01606	00002	R	08G	CAT 16	D	08.25714R		3885	4/5/2016			3885
08.25791R	GENIE S60	S600613982	00002	R	08M	GNI 06	D	08.25791R		3885	4/11/2016			3885
08.26137R	GENIE S60	S60X12-23870	00002	R	08M	GNI 12	D	08.26137R		3885	5/9/2016			3885
08.26286R	JLG 800S	481806004	00002	R	08M	JLG	D	08.26286R		3885	5/23/2016			3885
08.27176R	CAT 950M	EMB00406	00002	R	08F	CAT	D	08.27176R		3885	8/16/2016			3885
08.27232R	GENIE S60	S60007-15723	00002	R	08M	GNI 07	D	08.27232R		3885	8/23/2016			3885
08.27284R	KUBOTA SVL95-2S	32160	00002	R	08N	KUB 16	D	08.27284R		3885	8/25/2016			3885
08.28072R	SNORKEL TB66J	TB66J-04-000040	00002	R	08M	SKL	D	08.28072R		3885	11/16/2016			3885
08.29060R	KUBOTA SVL95-2S	165012	00002	R	08N	KUB	D	08.29060R		3885	3/21/2017			3885
08.29099R	SNORKEL TB66J	360-0400022	00002	R	08M	SKL 16	D	08.29099R		3885	3/29/2017			3885
08.29195R	XTREME XRI1255	XRI1255051693187	00002	R	08M	XTR 16	D	08.29195R		3885	4/5/2017			3885
08.29214R	XTREME XRI1255	XRI1255041693138	00002	R	08M	XTR 16	D	08.29214R		3885	4/7/2017			3885
08.29416R	XTREME XRM1045	XRI1045111492459	00002	R	08M	XTR 15	D	08.29416R		3885	4/27/2017			3885
08.29493R	JD 844KII	XGF674141	00002	R	08H	DER 15	D	08.29493R		3885	5/8/2017			3885

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Equipment Number	Description	Serial Number	CO	Fin Meth Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
09.23025R	CAT 740B HAUL TRUCK	T4R03123	00002	R 09Q	CAT		D	09.23025R	3885	6/1/2015			3885
09.25280R	CAT 740	T4R01814	00002	R 09Q	CAT		D	09.25280R	3885	2/29/2016			3885
09.25954R	CAT 940B	T4R02630	00002	R 09Q	CAT		D	09.25954R	3885	4/26/2016			3885
09.25955R	CAT 740B	T4R02327-LR	00002	R 09Q	CAT		D	09.25955R	3885	4/26/2016			3885
09.25956R	CAT 740B	T4R01812-LR	00002	R 09Q	CAT		D	09.25956R	3885	4/26/2016			3885
09.26707R	CAT 740B H20	T4R01806	00002	R 09Q	CAT		D	09.26707R	3885	6/27/2016			3885
09.27541R	CAT 735 H20	BIN01277	00002	R 09Q	CAT		D	09.27541R	3885	9/26/2016			3885
09.29643R	CAT 740	T4R02526	00002	R 09Q	CAT		D	09.29643R	3885	5/17/2017			3885
10.23399	CAT CP74B VIB COMPAC	LCH00102	00007	G 10M	CAT 15		D	10.23399	3885	8/6/2015	225,164.74		3885
10.24067R	BOMAG TRENCH ROLLER	101720112684	00002	R 10I	BOM		D	10.24067R	3885	10/9/2015			3885
10.27542R	CAT 825H	AZW00025	00002	R 10B	CAT		D	10.27542R	3885	9/26/2016			3885
11.130	GROVE RT760E CRANE	224080	00007	G 11E	GRO 05		D	11.130	3885	1/31/2005	358,500.00		3885
11.19630	GROVE RT890E CRANE	234398	00007	G 11F	GRO 14		D	11.19630	3885	4/25/2014	694,989.00		3885
12.21402	CAT 14M GRADER	R9J00961	00007	G 12G	CAT 13		D	12.21402	3885	1/12/2015	403,161.83		3885
22.932	24'X 60' OFFICE TRAI	1096126351912324	00002	G 22A			N	22.932	3885	6/29/2011	39,729.53		3885
22.934	12X60 OFFICE TRAILER	R483324601	00002	G 22A			N	22.934	3885	9/12/2011	21,854.69		3885
22.934A	12X60 OFFICE TRAILER	R48324602	00002	G 22A			N	22.934	3885	9/12/2011	21,854.69		3885
25.23156R	MULTI-QUIP 45KW GEN	7205462	00002	R 25A	MUL		D	25.23156R	3885	6/18/2015			3885
25.23157R	MULTI-QUIP 45KW GEN	7205436	00002	R 25A	MUL		D	25.23157R	3885	6/18/2015			3885
25.27400R	MULTIQUIP DCA25SSIU2	710871021685	00002	R 25A	MUL		D	25.27400R	3885	9/9/2016			3885
30.10002	CAT 328D EXCAVATOR	GTN000512	00007	G 30B	CAT 08		D	30.10002	3885	7/18/2014	166,800.00		3885
30.19197	CAT 336E EXCAVATOR	FJH01442	00007	G 30C	CAT 13		D	30.19197	3885	2/25/2014	231,689.54		3885
30.25991R	CAT 328D LCR	RMX00878	00002	R 30B	CAT		D	30.25991R	3885	5/2/2016			3885
30.28047R	KOMATSU PC88MR-10	7829	00002	R 30A	KOM		D	30.28047R	3885	11/15/2016			3885
30.29059R	KOMATSU PC88MR-10	7023	00002	R 30A	KOM		D	30.29059R	3885	3/21/2017			3885
30.29326R	CAT 308E2CRSB	FJX07915	00002	R 30A	CAT		D	30.29326R	3885	4/19/2017			3885
30.29753R	CAT 352	MHY01072	00002	R 30C	CAT		D	30.29753R	3885	5/25/2017			3885
30.30191R	CAT 314	ZJT01339	00002	R 30C	CAT 16		D	30.30191R	3885	6/28/2017			3885
30.30923R	KOMATSU PCI38 EX	50977	00002	R 30C	KOM 17		D	30.30923R	3885	8/22/2017			3885
30.31612R	KOMATSU PC88MR-10	7790	00002	R 30A	KOM		D	30.31612R	3885	11/6/2017			3885
59.23450	TRIMBLE GPS SYSTEM	2394J966SW	00007	G 59G			N	59.23450	3885	8/11/2015	51,082.72		3885
59.23602	TRIMBLE GPS SYSTEM	1455J005SW	00007	G 59G			N	59.23602	3885	8/28/2015	41,870.40		3885
59.23605	TRIMBLE GPS SYSTEM	3573J076SW	00007	G 59G			N	59.23605	3885	8/31/2015	33,810.78		3885
59.23606	TRIMBLE GPS SYSTEM	2173J001SW	00007	G 59G			N	59.23606	3885	8/31/2015	34,807.00		3885
59.24321	TRIMBLE GPS SYSTEM	2265J052SW	00007	G 59G	TBL		N	59.24321	3885	11/4/2015	47,517.24		3885
59.27401R	DOPPSTADT SM720	W09621175B2D38501	00002	R 59A			D	59.27401R	3885	9/9/2016			3885
59.27402R	POWERSCREEN PHOENIX	TRX00176PDGG3210	00002	R 59A			D	59.27402R	3885	9/9/2016			3885
03.1609	HAULMARK 5X8 CARGO T	16HCB08129A031995	00002	G 03N	09		N	03.1609	4018	12/15/2008			4018
07.228	CAT D10R DOZER/RIPPE	3KR01319	00007	G 07V	CAT 99		D	07.228	4018	1/23/2000	728,893.84		4999
07.268	CAT D10R DOZER/RIPPE	AKT00238	00007	G 07V	CAT 02		D	07.268	4018	2/24/2003	716,378.20		4999
07.270	CAT D9R DOZ/RIP W/SL	ABK00995	00007	G 07S	CAT 04		D	07.270	4018	7/17/2004	589,430.10		4999

Equipment Book Report

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
07.279	CAT D10R DOZER/RIPPE	AKT00821	00007	G	07V	CAT	05	D	07.279	4018	3/29/2005	1,023,567.43		4999
07.281	CAT D10T DOZER/RIPPE	RJG00117	00007	G	07V	CAT	05	D	07.281	4018	4/9/2005	799,038.40		4999
07.283	CAT D9T DOZER/RIPPE	RJS00220	00007	G	07S	CAT	05	D	07.283	4018	6/27/2005	611,124.55		4999
07.301	CAT D10T DOZER/RIPPE	RJG00599	00007	G	07V	CAT	06	D	07.301	4018	3/23/2006	756,160.75		4999
07.30230R	CAT D10T2 DOZER/RIPP	JJW000220	00002	N	07V	CAT	17	D	07.30230R	4018	6/30/2017			4999
07.3476	CAT D10N DOZER/RIPPE	2YD00814	00002	G	07U	CAT	88	D	07.3476	4018	5/8/1995	122,998.40		4999
08.3263	CAT 631E 10,000 GL W	1NB00595	00002	G	08T	CAT	88	D	08.3263	4018	5/8/1995	109,820.00		4999
08.3263A	MEGA 10,000 GL WATE	04-32907	00007	G	08T	CAT	88	D	08.3263	4018	1/26/2005	64,225.70		4999
08.731	CAT 631D 10,000 GL W	24W03639	00002	G	08T	CAT	83	D	08.731	4018	9/27/1983	338,061.64		4999
08.731T	MEGA 10,000 GL WATER		00007	G	08T	MGA	99	N	08.731	4018	8/16/1999	50,340.00		4999
08.732	CAT 631D 10,000 GL W	24W03641	00002	G	08T	CAT	83	D	08.732	4018	9/21/1983	338,061.64		4999
08.732S	MEGA 10,000 GL WATER		00002	G	08T	MGA	98	N	08.732	4018	8/1/1998	56,149.47		4999
08.979	CAT 631E 10,000 GL W	1AB01298	00002	G	08T	CAT	90	D	08.979	4018	6/23/1990	459,405.86		4999
08.979A	MEGA 10,000 GL WATER	05-32947	00007	G	08T		05	D	08.979	4018	2/21/2005	64,225.70		4999
09.14646	CAT 740B ARTIC TRK W	T4R01597	00007	G	09Q	CAT	13	D	09.14646	4018	4/17/2013	538,339.20		4999
09.28923R	CAT 745C	TFK01167	00002	N	09Q	CAT	16	D	09.28923R	4018	3/2/2017			4999
09.29920R	CAT 745C	TFK01555	00002	N	09Q	CAT		D	09.29920R	4018	6/5/2017			4999
09.32231R	CAT 745C	3TF600393	00002	N	09Q	CAT	18	D	09.32231R	4018	1/25/2018			4999
09.32232R	CAT 745C	3TF600409	00002	N	09Q	CAT	18	D	09.32232R	4018	1/25/2018			4999
10.363	CAT 825G SOIL COMPAC	6RN00292	00007	G	10B	CAT	96	D	10.363	4018	3/8/1999	375,000.00		4999
10.365	CAT 825G SOIL COMPAC	6RN00321	00002	G	10B	CAT	97	D	10.365	4018	1/7/2000	242,437.50		4999
10.395	CAT 825G SOIL COMPAC	6RN00326	00007	G	10B	CAT	98	D	10.395	4018	1/27/2001	144,545.88		4999
10.451	CAT 825G II SOIL COM	AXB00471	00007	G	10B	CAT	04	D	10.451	4018	8/4/2004	414,855.46		4999
10.478	CAT 825H SOIL COMPAC	AZW00155	00007	G	10B	CAT	05	D	10.478	4018	5/5/2005	435,830.15		4999
10.481	CAT 825H SOIL COMPAC	AZW00156	00007	G	10B	CAT	05	D	10.481	4018	5/18/2005	435,830.15		4999
12.320	CAT 16H MOTOR GRADER	6ZJ00342	00007	G	12H	CAT	97	D	12.320	4018	3/30/2001	165,000.00		4999
14.194	TOWNR 1DS18 18 FT DR	18-69T	00002	G	14G			N	14.194	4018	7/1/1979	12,975.76		4999
14.198	TOWNR 1DS16 16 FT DR	16-45T	00002	G	14G			N	14.198	4018	10/1/1980	10,252.69		4999
14.220	SWEST D618 18 FT DRA	404	00002	G	14G			N	14.220	4018	3/8/1991	9,222.00		4999
14.234	GRADEMASTER 18' DRAG	18050070	00007	G	14G		05	D	14.234	4018	3/23/2005	22,500.00		4999
14.235	GRADEMASTER 18' DRAG	18050074	00007	G	14G		05	D	14.235	4018	3/23/2005	22,500.00		4999
18.003	CAT 637E 21-31YD SCR	1FB00478	00002	G	18F	CAT	91	D	18.003	4018	3/15/1991	604,363.34		4999
18.004	CAT 637E 21-31YD SCR	1FB00453	00002	G	18F	CAT	91	D	18.004	4018	3/15/1991	604,629.21		4999
18.005	CAT 651E 32-44YD SCR	89Z00251	00002	G	18G	CAT	91	D	18.005	4018	4/1/1991	658,871.99		4999
18.007	CAT 651E 32-44YD SCR	89Z00252	00002	G	18G	CAT	91	D	18.007	4018	4/2/1991	659,071.99		4999
18.020	CAT 651E 32-44YD SCR	89Z00149	00002	G	18G	CAT	87	D	18.020	4018	11/4/1987	518,271.40		4999
18.021	CAT 651E 32-44YD SCR	89Z00148	00002	G	18G	CAT	87	D	18.021	4018	6/2/1987	506,540.60		4999
18.037	CAT 637E 21-31YD SCR	1FB00437	00007	G	18F	CAT	90	D	18.037	4018	6/28/1999	417,985.00		4999
18.076	CAT 637G 21-31YD SCR	CEH00366	00007	G	18F	CAT	04	D	18.076	4018	3/10/2005	664,222.00		4999
18.077	CAT 637G 21-31YD SC	CEH00255	00007	G	18F	CAT	04	D	18.077	4018	3/15/2005	719,718.00		4999
18.078	CAT 637G 21-31YD SC	CEH00369	00007	G	18F	CAT	04	D	18.078	4018	3/10/2005	729,926.00		4999

Equipment Number	Description	Serial Number	CO	Fin. Meth. Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
18.079	CAT 637G 21-31YD SC	CEH00370	00007	G 18F	CAT	04	D	18.079	4018	3/10/2005	765,245.00		4999
18.3268	CAT 631E 21-31YD SCR	IAB01332	00002	G 18D	CAT	90	D	18.3268	4018	5/8/1995	153,748.00		4999
18.3277	CAT 631E 21-31YD SCR	INB00727	00002	G 18D	CAT	90	D	18.3277	4018	5/8/1995	188,890.40		4999
18.3278	CAT 631E 21-31YD SCR	INB00728	00002	G 18D	CAT	90	D	18.3278	4018	5/8/1995	188,890.40		4999
18.3279	CAT 631E 21-31YD SCR	INB00729	00002	G 18D	CAT	90	D	18.3279	4018	5/8/1995	188,890.40		4999
18.3280	CAT 631E 21-31YD SCR	IAB01428	00002	G 18D	CAT	92	D	18.3280	4018	5/8/1995	208,658.00		4999
18.3281	CAT 631E 21-31YD SCR	IAB01431	00002	G 18D	CAT	92	D	18.3281	4018	5/8/1995	208,658.00		4999
18.788	CAT 651E 32-44YD SCR	89Z00113	00002	G 18G	CAT	85	D	18.788	4018	5/3/1985	496,601.13		4999
18.789	CAT 651E 32-44YD SCR	89Z00109	00002	G 18G	CAT	85	D	18.789	4018	5/3/1985	488,830.95		4999
18.807	CAT 651E 32-44YD SCR	89Z00125	00002	G 18G	CAT	85	D	18.807	4018	2/23/1986	502,019.99		4999
18.808	CAT 651E 32-44YD SCR	89Z00126	00002	G 18G	CAT	85	D	18.808	4018	1/23/1986	502,019.99		4999
18.845	CAT 631E 21-31YD SCR	IAB00574	00002	G 18D	CAT	86	D	18.845	4018	8/11/1986	495,841.10		4999
18.8512	CAT 631E 21-31YD SCR	IAB01321	00002	G 18D	CAT	90	D	18.8512	4018	8/1/2007	140,140.00		4999
18.930	CAT 651E 32-44YD SCR	89Z00212	00002	G 18G	CAT	89	D	18.930	4018	11/2/1989	639,169.84		4999
18.931	CAT 651E 32-44YD SCR	89Z00213	00002	G 18G	CAT	89	D	18.931	4018	11/1/1989	639,070.67		4999
18.932	CAT 651E 32-44YD SCR	89Z00214	00002	G 18G	CAT	89	D	18.932	4018	11/3/1989	639,675.14		4999
18.933	CAT 651E 32-44YD SCR	89Z00215	00002	G 18G	CAT	89	D	18.933	4018	11/6/1989	639,001.69		4999
18.934	CAT 651E 32-44YD SCR	89Z00216	00002	G 18G	CAT	89	D	18.934	4018	11/8/1989	640,062.22		4999
18.935	CAT 651E 32-44YD SCR	89Z00217	00002	G 18G	CAT	89	D	18.935	4018	11/10/1989	639,363.16		4999
18.937	CAT 631E 21-31YD SCR	INB00606	00002	G 18D	CAT	88	D	18.937	4018	12/6/1989	405,799.74		4999
18.938	CAT 631E 21-31YD SCR	INB00607	00002	G 18D	CAT	88	D	18.938	4018	12/6/1989	376,185.66		4999
18.977	CAT 631E 21-31YD SCR	IAB01296	00002	G 18D	CAT	90	D	18.977	4018	6/22/1990	458,934.28		4999
18.978	CAT 631E 21-31YD SCR	IAB01297	00002	G 18D	CAT	90	D	18.978	4018	6/21/1990	459,304.22		4999
30.8525	CAT 365CL EXCAVATOR	MCS00216	00002	G 30D	CAT	05	D	30.8525	4018	5/19/2006	514,752.67		4999
08.1274	JD 644J WHEEL LOADER	DW644JX611811	00007	G 08F	DER	07	D	08.1274	100184	9/12/2007	157,866.00		2160
35.100184	35.216815 SPARKS AC		00002	G 35N			N	35.100184	100184	3/1/1980			100184
80.1371	30X70 LATTICE TRANSF		00002	G 80A			N	35.100184	100184	3/1/1980	9,866.00		100184
80.1372	24X30 CHANNEL BLT		00002	G 80B			N	35.100184	100184	3/1/1980	5,638.00		100184
80.1373	30X125 CHANNEL BLT		00002	G 80B			N	35.100184	100184	3/1/1980	12,685.00		100184
80.1374	24X7 BARBER-GREEN BL		00002	G 80B	BAR		N	35.100184	100184	3/1/1980	7,047.00		100184
80.1375	24X7 BARBER-GREEN BL		00002	G 80B	BAR		N	35.100184	100184	3/1/1980	7,047.00		100184
80.1376	24X7 BARBER-GREEN BL		00002	G 80B	BAR		N	35.100184	100184	3/1/1980	7,047.00		100184
80.1377	24X7 BARBER-GREEN BL		00002	G 80B	BAR		N	35.100184	100184	3/1/1980	7,047.00		100184
80.1378	24X7 BARBER-GREEN BL		00002	G 80B	BAR		N	35.100184	100184	3/1/1980	7,047.00		100184
80.1379	30X125 COLLECTING BL		00002	G 80B	BAR		N	35.100184	100184	3/1/1980	12,685.00		100184
80.1380	9X30 LIME SREW CONVE		00002	G 80D			N	35.100184	100184	3/1/1980	9,866.00		100184
80.1381	30X60 CHANNEL BLT	7410-00	00007	G 80B	RES		N	35.100184	100184	5/12/2000	16,990.00		100184
80.1382	24X50 INCLINE SCALE	119690C2	00002	G 80A	BAR		N	35.100184	100184	11/1/1980	52,900.00		100184
80.442	36X40 CHANNEL CONVEY	958	00002	G 80A			N	35.100184	100184	11/28/1997	21,142.00		100184
82.283	5X14-3.33DK SCREEN	861X668	00002	G 82C			N	35.100184	100184	3/1/1980			100184
83.048	REESE 25T 2 BIN BLT		00002	G 83A	RES		N	35.100184	100184	1/1/2000			100194

Equipment Number	Description	Serial Number	CO	Fin. Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
85.340	5-SHOP BUILT 300T FE		00002	G	85D			N	35.100184	100184	3/1/1980	35,236.00		100184
85.341	SHOP BUILT 26T DRIVE		00002	G	85D			N	35.100184	100184	3/1/1980	9,866.00		100184
85.342	165 CF BAGHOUSE	CF180X148	00002	G	85A			N	35.100184	100184	3/1/1980	35,236.00		100184
85.343	25T LIME SILO W/BAGH		00002	G	85E			N	35.100184	100184	3/1/1980	11,276.00		100184
85.344	REES SINGLE RECYCLE	7400-00	00007	G	85D	RES		N	35.100184	100184	5/12/2000	28,028.00		100184
86.1276	CEI -1200G HOT OIL H	C09-157	00002	G	86F			N	35.100184	100184	12/28/2009			100184
86.30325	STANSTEEL DRUM 2017		00002	G	86B	STL		N	35.100184	100184	7/11/2017	218,353.69		100184
86.515	225TPH SINGLE CHAIN		00002	G	86B			N	35.100184	100184	3/1/1980	84,567.00		100184
86.517	HY-WAY 10K GAL ASPHA	867	00002	G	86C	GEN		N	35.100184	100184	3/1/1980	1,128.00		100184
86.518	HY-WAY 10K GAL SPLIT	886	00002	G	86C	GEN		N	35.100184	100184	3/1/1980	9,866.00		100184
86.519	CEI 25K GAL AC TANK,	C00 010	00007	G	86C	CEI	00	N	35.100184	100184	3/3/2000	38,321.00		100184
86.520	BATCH CONTROLS	00-902-016-04	00002	G	86G	LIB	88	N	35.100184	100184	5/31/1988	62,868.40		100184
86.522	HY-WAY 15K GAL ASPHA	864	00002	G	86C	GEN	95	N	35.100184	100184	4/1/1995	149,142.45		100184
86.535	HAUCK STAR JET BURNE	SJOG1360E	00002	G	86B			N	35.100184	100184	3/1/1980	23,961.00		100184
87.166	75HP EXHAUST FAN	4925-HD	00002	G	87D			N	35.100184	100184	3/1/1980	8,457.00		100184
87.167	20T DUST SILO		00002	G	87D			N	35.100184	100184	3/1/1980	16,913.00		100184
89.10057	ATLAS COPCO 30 HP CO	API 296955	00002	G	89D	ATA		D	35.100184	100184	11/7/2006			2160
89.1189	CARDINAL 70X12 FT 80	76530	00002	G	89A	CDL	94	N	35.100184	100184	5/3/1994	37,447.00		100184
89.21195	ELECTRIC & CONTROL UP		00002	G	89B			N	35.100184	100184	11/19/2014	302,176.77		100184
89.483	SHOP BUILT LIME PUGM		00002	G	89G			N	35.100184	100184	3/1/1980	14,094.00		100184
89.484	125HP PUGMILL		00002	G	89G			N	35.100184	100184	3/1/1980	28,189.00		100184
03.1595	MEGA 12,000 GL WATER	05-33193	00002	G	03M	MGA	05	N	03.1595	100186	3/22/2005			2160
04.1117	INTL 4700 1.5TN 2AX	IHTSCABM6XH696917	00002	G	04L	INT	99	D	04.1117	100186	4/27/1999	79,374.54		2160
04.1162	INTL 4700 1.5TN 2AX	IHTSCABM0YH324281	00002	G	04L	INT	00	D	04.1162	100186	5/3/2000	94,020.22		2160
04.12877	FORD F550 MECHANIC T	IFDUF5GT3DEB15287	00002	G	04L	FOR	13	D	04.12877	100186	8/12/2012	103,107.96	GEE, JEREMY R.	2160
04.1443	INTL 4200 1.5TN 2AX	IHTMPAFM55H117131	00002	G	04L	INT	05	D	04.1443	100186	11/8/2004	107,095.89		2160
04.1638	PETE 335 2.5TN 2AX M	2NPLHD6X97M732490	00002	G	04L	PTR	07	D	04.1638	100186	1/5/2007	126,563.15	FRIESEN, RODNEY D.	2160
04.20662	FORD F350 UTILITY TR	IFDBF3F63FEB54570	00002	G	04H	FOR	15	G	04.20662	100186	8/29/2014	44,628.54	JOHNSON, LANCE R.	2160
04.22737	FORD F350 4X4 UTILIT	IFDBF3F66GEA23053	00002	G	04L	FOR	16	G	04.22737	100186	4/10/2015	50,823.52	CORDS, DANIEL M.	2160
04.32026	FORD F550 MECHANICS		00002	G	04L	FOR	18	D	04.32026	100186	1/3/2018			2160
06.12878	FORD .5 TON S/C 4X4	IFTFX1EF1DKE06565	00002	G	06R	FOR	13	G	06.12878	100186	8/12/2012	27,823.33	PORTER, RON A.	2160
06.12879	FORD .5 TON XLT CREW	IFTFW1EFXDKE30124	00002	G	06R	FOR	13	G	06.12879	100186	8/12/2012	30,370.33	MCCLURE, BRIAN E.	2160
06.25357	FORD .5 TON PICKUP 4	IFTTEX1EP9GKD81956	00002	G	06R	FOR	16	G	06.25357	100186	3/8/2016	33,291.04	CLIFFE, JONATHAN D.	2160
07.302	CAT D10R DOZER/RIPPE	AKT00626	00007	G	07V	CAT	04	D	07.302	100186	8/11/2006	644,651.57		2160
08.1053	CAT 980G WHEEL LDR	AWH01066	00007	G	08H	CAT	03	D	08.1053	100186	5/16/2003	225,327.24		2160
08.1129	CAT 980G WHL LOADER	AWH01822	00007	G	08H	CAT	04	D	08.1129	100186	2/28/2005	232,783.04		2160
08.11422	CAT 980K WHEEL LOADE	W7K01099	00007	G	08H	CAT	12	D	08.11422	100186	4/18/2012	375,944.25		2160
08.1171	CAT 988H WHEEL LOADE	BXY01134	00007	G	08I	CAT	06	D	08.1171	100186	10/20/2006	564,337.36		2160
08.1179	CAT 980G WHL LOADER	CAT0980GPAWH02502	00007	G	08H	CAT	05	D	08.1179	100186	4/6/2005	222,883.53		2160
08.1180	CAT 980G WHEEL LDR.	CAT0980GPAWH02353	00007	G	08H	CAT	05	D	08.1180	100186	5/4/2005	229,620.13		2160
08.1213	CAT 988H WHEEL LDR	BXY00510	00007	G	08I	CAT	05	D	08.1213	100186	11/4/2005	583,137.07		2160

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
08.25566R	CAT 982M WHEEL LOADE	K1Y00512	00002	N	08J	CAT	15	D	08.25566R	100186	3/23/2016			2160
08.29526R	CAT 982M WHEEL LOADE	K1Y01552	00002	N	08J	CAT	17	D	08.29526R	100186	5/10/2017			2160
11.107	GROVE RT528C CRANE	86978	00007	G	11C	GRO	98	D	11.107	100186	6/30/1998	207,760.00		2160
11.4504	GROVE TMS700B 50 T T	4767S700BVS084200	00002	G	11I	GRO	97	D	11.4504	100186	3/5/1999	350,658.00		2160
22.350	8X25 PARTS TRAILER		00002	G	22B			N	35.100186	100186	5/31/1994	1,202.00		100186
25.365	JD 30KW GENERATOR	T04219DI05297	00002	G	25A	DER		D	25.365	100186	7/21/2003	11,344.38		2160
35.100186	35.216819 LOCKWOOD A		00002	G	35M			N	35.100186	100186	5/31/1994			100186
80.1070	PL4 - 36X460 Lattice		00002	G	80A			N	35.100186	100186	5/31/1994	38,466.00		100186
80.1075	PC10 - 36X110 Collec		00002	G	80A			N	35.100186	100186	5/31/1994	9,617.00		100186
80.1076	PC6 - 30X70 Channel		00002	G	80B			N	35.100186	100186	5/31/1994	7,212.00		100186
80.1084	PC4 - 36X70 Lattice		00002	G	80A			N	35.100186	100186	5/31/1994	9,617.00		100186
80.1089	PC7 - 30X80 Lattice		00002	G	80A			N	35.100186	100186	5/31/1994	10,819.00		100186
80.12704	DH11 - 36X150 TELEST	253619	00002	G	80C			N	35.100186	100186	8/8/2012	218,467.20		100186
80.1845	PL5 - 36X600 Channel		00002	G	80B			N	35.100186	100186	6/1/2006	479,733.70		100186
80.20305	PL1 - 36X800 Channel		00002	G	80B			N	35.100186	100186	7/16/2014	366,651.47		100186
80.2064	PC11 - 36X95 Superior	8684	00007	G	80C			N	35.100186	100186	2/20/2008	48,660.00		100186
80.2105	C7 - 36X125 RADIAL S	S020269	00007	G	80C		08	N	35.100186	100186	3/27/2008	46,975.00		100186
80.22462	PL2 - 36X425 Overlan		00002	G	80B			N	35.100186	100186	4/6/2015	116,539.37		100186
80.22463	PL3 - 36X780 Overland		00002	G	80B			N	35.100186	100186	4/6/2015	190,995.64		100186
80.2472	C4 - 72" DISCHARGE C		00002	G	80A			N	35.100186	100186	5/15/2010	125,947.45		100186
80.30691	C1 - 36X600 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	116,658.81		100186
80.30692	C2 - 36X700 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	265,000.00		2160
80.30693	C3 - 42X135 LATTICE CO		00002	G	80A			N	35.100186	100186	8/2/2017	26,248.23		100186
80.30694	C5 - 36X82 CHANNEL CON		00002	G	80B			N	35.100186	100186	8/2/2017	15,943.37		100186
80.30695	C6 - 36X56 LATTICE CON		00002	G	80A			N	35.100186	100186	8/2/2017	10,888.16		100186
80.30696	C8 - 36X15 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	2,916.47		100186
80.30697	C9 - 36X24 CHANNEL CON		00002	G	80B			N	35.100186	100186	8/2/2017	4,666.35		100186
80.30698	C10 - 36X106 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	20,609.72		100186
80.30699	C11 - CONE UNDER BELT		00002	G	80B			N	35.100186	100186	8/2/2017	5,832.94		100186
80.30700	C12 - 36X119 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	23,137.33		100186
80.30701	C13 - 36X135 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	26,248.23		100186
80.30702	C14 - 36X90 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	17,498.82		100186
80.30703	C15 - SCR2A UNDERBELT		00002	G	80B			N	35.100186	100186	8/2/2017	4,860.78		100186
80.30704	C16 - 36X14 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	2,722.04		100186
80.30705	C17 - 36X75 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	60,000.00		100186
80.30706	C18 - 36X60 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	60,000.00		100186
80.30707	C19 - 42X16 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	3,110.90		100186
80.30708	C20 - 36X44 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	8,554.98		100186
80.30709	C21 - SR2A DISCHARGE C		00002	G	80B			N	35.100186	100186	8/2/2017	2,333.18		100186
80.30710	C22 - 30X25 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	4,860.78		100186
80.30711	C23 - 36X80 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	15,554.51		100186

Equipment Number	Description	Serial Number	CO	Fin. Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
80.30712	C24-36X80 RADIAL STA		00002	G	80C			N	35.100186	100186	8/2/2017	15,554.51		100186
80.30713	C25-SCR2A DISCHARGE		00002	G	80B			N	35.100186	100186	8/2/2017	2,333.18		100186
80.30714	C26-30X28 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	5,444.08		100186
80.30716	C27-30X71 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	13,804.63		100186
80.30717	C28-30X80 RADIAL STA		00002	G	80C			N	35.100186	100186	8/2/2017	86,000.00		100186
80.30718	C29-36X157 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	30,525.72		100186
80.30719	C30-36X118 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	60,000.00		100186
80.30720	C31-SCR3 UNDERBELT		00002	G	80B			N	35.100186	100186	8/2/2017	4,860.78		100186
80.30721	C32-SCR4 UNDERBELT		00002	G	80B			N	35.100186	100186	8/2/2017	4,860.78		100186
80.30722	C33-SCR5 UNDERBELT		00002	G	80B			N	35.100186	100186	8/2/2017	4,860.78		100186
80.30723	C34-30X60 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	11,665.88		100186
80.30724	C35-30X55 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	10,693.72		100186
80.30725	C36-30X93 LATTICE CO		00002	G	80B			N	35.100186	100186	8/2/2017	18,082.12		100186
80.30726	C37-30X100 RADIAL ST		00002	G	80A			N	35.100186	100186	8/2/2017	100,000.00		100186
80.30727	C38-24X112 CHANNEL C		00002	G	80C			N	35.100186	100186	8/2/2017	21,776.31		100186
80.30728	C369-30X85 RADIAL ST		00002	G	80B			N	35.100186	100186	8/2/2017	16,526.67		100186
80.30729	C40-30X75 CHANNEL CO		00002	G	80C			N	35.100186	100186	8/2/2017	14,582.35		100186
80.30730	C41-30X92 LATTICE CO		00002	G	80B			N	35.100186	100186	8/2/2017	17,887.68		100186
80.30731	C42-30X100 RADIAL ST		00002	G	80C			N	35.100186	100186	8/2/2017	100,000.00		100186
80.30732	C43-30X34 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	6,610.67		100186
80.30733	C44-30X80 RADIAL STA		00002	G	80C			N	35.100186	100186	8/2/2017	85,331.37		100186
80.30734	C45-30X50 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	9,721.57		100186
80.30735	C46-36X50 COLLECTOR		00002	G	80B			N	35.100186	100186	8/2/2017	57,955.44		100186
80.30736	C47-30X95 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	18,470.98		100186
80.30737	C48-24X60 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	11,665.88		100186
80.30738	C49-24X90 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	11,665.88		100186
80.30739	C50-30X15 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	2,916.47		100186
80.30740	C51-36X60 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	60,000.00		100186
80.30741	DH1-36X50 CHANNEL CO		00002	G	80B			N	35.100186	100186	8/2/2017	141,428.44		100186
80.30742	DH2-36X70 DOWNHILL C		00002	G	80B			N	35.100186	100186	8/2/2017	304,706.62		100186
80.30743	DH3-36X120 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	23,331.76		100186
80.30744	DH4-36X125 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	24,303.92		100186
80.30745	DH5-36X230 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	44,719.21		100186
80.30746	DH6-36X245 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	47,635.68		100186
80.30747	DH7-36X120 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	90,000.00		100186
80.30748	DH8-36X110 CHANNEL C		00002	G	80B			N	35.100186	100186	8/2/2017	21,387.45		100186
80.30749	DH9-36X125 RADIAL ST		00002	G	80C			N	35.100186	100186	8/2/2017	131,012.59		100186
80.30750	DH10-36X48 LATTICE C		00002	G	80A			N	35.100186	100186	8/2/2017	9,332.71		100186
80.420	36X45 REESE TRUSS FE	0831	00002	G	80C			N	35.100186	100186	12/31/2011			100186
80.7101	PC8 - 36X130 Fischer	36-130-709-315-93	00002	G	80B		93	N	35.100186	100186	6/30/2005	32,500.00		100186
80.782	PC1 - 42X140 Lattice		00007	G	80A			N	35.100186	100186	5/1/1996	45,494.39		100186

Equipment Number	Description	Serial Number	CO	Fin Meth Group	Mfg YR	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
81.079	BTI HYDRAULIC ARM HA	2000011-1	00002	G 81A		00	D	35.100186	100186	2/16/2000	60,905.89		100186
81.134	PCR1 - HSMG 1350 HSI		00002	G 81E			N	35.100186	100186	3/23/1994	154,935.21		100186
81.135	CANICA 100 VSI CRUSH		00002	G 81F			N	35.100186	100186	5/31/1994	84,145.00		100186
81.136	CR2- ISC 103 VSI CRU	103-135	00007	G 81F		97	N	35.100186	100186	3/17/1997	193,020.00		100186
81.30751	CR1-TEREX MVP450X CO		00002	G 81D			N	35.100186	100186	8/2/2017	371,000.00		100186
81.30752	PCR2-METSO 3054 JAW		00002	G 81B			N	35.100186	100186	8/2/2017	662,612.13		100186
82.100	SCR1- SIMPLICITY 8X2	2820-M140A-2537	00002	G 82B			N	35.100186	100186	8/1/1980	135,359.55		100186
82.216	LJ6X16 3DK SCR N #3 W		00002	G 82C			N	35.100186	100186	5/31/1994	60,104.00		100186
82.218	SCR5- LJ 6X20 3DK SC	34D0493	00002	G 82C			N	35.100186	100186	5/31/1994	54,093.00		100186
82.219	SCR2B- LJ 6X20 3DK S	34F1393	00002	G 82C			N	35.100186	100186	5/31/1994	54,093.00		100186
82.220	SCR4- JCI 6X20 3DK S	96H02A32	00002	G 82C			N	35.100186	100186	5/31/1994	54,093.00		100186
82.221	LJ 6X20 3DK SCR N	34B0692	00002	G 82C			N	35.100186	100186	5/31/1994	54,093.00		100186
82.228	PSCR2-JCI 6X20 3DK S	97H04G32	00007	G 82C			N	35.100186	100186	8/8/1997	39,500.00		100186
82.30758	SCR2-TEREX 8X20 3DK		00002	G 82C			N	35.100186	100186	8/2/2017	219,433.81		100186
82.31828	SIMPLICITY DMS14 2-D		00002	G 82B		SPL	N	35.100186	100186	12/5/2017			100186
82.403	PSCR1- Mesabi 6X14 S	407234	00002	G 82A		PNR 06	N	35.100186	100186	3/29/2007	100,180.88		100186
82.437	SCR3- CDR TSS 6X20 3	054340	00002	G 82C		CDR 07	N	35.100186	100186	5/1/2007	67,109.38		100186
83.245	2BIN FEEDER W/24" BL		00002	G 83E			N	35.100186	100186	5/31/1994	18,031.00		100186
83.246	FDR2 - SINGLE BIN FE		00002	G 83E			N	35.100186	100186	5/31/1994	24,042.00		100186
83.247	FDR10 - 36X11 BELT F		00002	G 83A			N	35.100186	100186	5/31/1994	2,404.00		100186
83.255	IBIN FEEDER 36X18		00002	G 83E			N	35.100186	100186	3/1/1980	4,000.00		2160
83.256	FDR5- SINGLE BIN FEE		00002	G 83E			N	35.100186	100186	3/1/1980	4,000.00		100186
83.30753	FDR3-50 TN OVERHEAD		00002	G 83A			N	35.100186	100186	8/2/2017	155,000.00		100186
83.30754	FDR4-1-BIN FEEDER W/		00002	G 83A			N	35.100186	100186	8/2/2017	80,000.00		100186
83.30755	FDR6-2-BIN FEEDER1 W		00002	G 83E			N	35.100186	100186	8/2/2017	80,000.00		100186
83.30756	FDR7-2-BIN FEEDER 2W		00002	G 83E			N	35.100186	100186	8/2/2017	80,000.00		100186
83.30757	FDR8-1-BIN FEEDER W/		00002	G 83A			N	35.100186	100186	8/2/2017	206,618.31		100186
83.363	PFDR2 -Surge Feeder		00007	G 83A		RES 02	N	35.100186	100186	8/2/2017	46,499.00		100186
83.377	FDR1 - 42X11 BELT FE		00002	G 83A			N	35.100186	100186	9/1/2002	20,000.00		100186
84.014	WS1- TRIO 44X20 SING		00007	G 84E		04	N	35.100186	100186	6/1/2006	31,750.00		100186
84.140	EIW 30X18 TWIN COARS		00002	G 84F			N	35.100186	100186	1/29/2004	67,152.00		100186
84.141	44X33 MCLANAHAN SGL	12586	00002	G 84A			N	35.100186	100186	5/31/1994	21,637.00		100186
84.143	EIW 44X20 SINGL COAR		00002	G 84E			N	35.100186	100186	5/31/1994	24,042.00		100186
84.147	44"X33" MCLANAHAN SI	973038	00007	G 84A			N	35.100186	100186	8/8/1997	24,500.00		100186
84.22900	WS2- SUPERIOR 44X20	715135	00002	G 84E		15	N	35.100186	100186	5/5/2015	52,774.57		100186
84.22901	WS4- SUPERIOR 44X20	715136	00002	G 84E		15	N	35.100186	100186	5/5/2015	52,774.57		100186
84.286	WS3- GREYSTONE 54"	FM54S10823409GS	00002	G 84A			N	35.100186	100186	4/1/2008	50,301.93		100186
84.287	WS5- GREYSTONE 54" F	FM54S20823410GS	00002	G 84A			N	35.100186	100186	4/1/2008	50,301.93		100186
85.12692	TRUCK UNLOADER DRIVE		00007	G 85D		CEI	N	35.100186	100186	8/8/2012	99,250.00		100186
85.250	75 TN SILO		00002	G 85E			N	35.100186	100186	5/31/1994	12,021.00		100186
85.30759	SUPER WATER TANK/STA		00002	G 85B			N	35.100186	100186	8/2/2017	300,000.00		2160

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Aquired Price	Employee	Maint Loc
87.228	LOCKWOOD WHEEL WASHE		00002	G	87F		07	N	35.100186	100186	2/28/2007	151,668.99		100186
89.100	CARDINAL 80105-SR SC	71469	00002	G	89A	CDL		N	35.100186	100186	5/22/1988			100186
89.10050	QUINCY SHP AIR COMPR		00002	G	89D			E	35.100186	100186	6/1/2004			2160
89.10051	QUINCY SHP AIR COMPR		00002	G	89D			E	35.100186	100186	6/1/2004			2160
89.10052	QUINCY SHP AIR COMPR		00002	G	89D			E	35.100186	100186	6/1/2004			2160
89.1011	MCC-SIEMENS EQUIPMEN		00002	G	89B			N	35.100186	100186	3/24/2008			100186
89.105	MID AMERICA TS10511	993004	00007	G	89A		99	N	35.100186	100186	4/30/1999	54,580.80		100191
89.22465	EAST PLT ELEC/AUTOMA		00002		89D			N	35.100186	100186	4/6/2015	415,608.69		
89.28874	WATERLINE BORE		00002	G	89F			N	35.100186	100186	2/21/2017	149,613.30		100186
89.300	8X30 ELECTRICAL TRAI		00002	G	89B			N	35.100186	100186	5/31/1994	36,062.00		100186
89.302	3X2 ENVIROTECH PUMP		00002	G	89F			N	35.100186	100186	5/31/1994	2,404.00		100186
89.30760	8" FLYGT SUBMERSIBLE		00002	G	89F			N	35.100186	100186	8/2/2017	80,000.00		100186
89.30761	8" FLYGT SUBMERSIBLE		00002	G	89F			N	35.100186	100186	8/2/2017	80,000.00		100186
89.30762	MCC5AB		00002	G	89B			N	35.100186	100186	8/2/2017	700,000.00		100186
89.30763	MCC5C		00002	G	89B			N	35.100186	100186	8/2/2017	583,406.61		100186
89.313	4x3 GALLAGER PUMP		00002	G	89F			N	35.100186	100186	11/1/1982	11,725.00		100186
89.506	CARDINAL 3535-80PR S	76350	00007	G	89A	CDL	97	N	35.100186	100186	3/4/1997	46,559.00		100186
89.721	SLURRY PUMP 8X10 10	P7913315	00002	G	89F			N	35.100186	100186	2/25/2004			100186
89.722	PUMP 3x2.5 40HP	0066416	00002	G	89F			N	35.100186	100186	2/25/2004			100186
89.723	CENTRIFUGAL PUMP 8X6	9960580	00002	G	89F			N	35.100186	100186	2/25/2004			100186
89.724	CENTRIFUGAL PUMP 8X6	0171060	00002	G	89F			N	35.100186	100186	2/25/2004			100186
89.783	120"X 11" Rice Lake		00002	G	89A			N	35.100186	100186	7/19/2006	79,772.58		100186
89.784	Warman 350HP 10x8 SI	FAM8147A05	00002	G	89F			N	35.100186	100186	5/31/2006	49,500.00		100186
89.785	AC2000 60 HP 8x6 Cen	06-97669	00002	G	89F			N	35.100186	100186	3/31/2006	9,600.00		100186
89.845	CONTROL TOWER 8X10 O	M4146ER07CT	00002	G	89S		07	N	35.100186	100186	4/2/2007	70,073.78		100186
90.080	NDBRG FEEDER/30X40JA	P3040VF	00007	G	90A	NDB		N	35.100186	100186	5/8/1995	98,356.00		100186
90.082	CDR5X16 3DKW/36X25 T		00002	G	90F			N	35.100186	100186	5/31/1994	72,125.00		2160
90.082A	5X16 3D WASH SCREEN	54353	00002	G	90F			N	35.100186	100186	2/19/2007	53,229.31		2160
08.1095	CAT 980GII WHEEL LDR	AWH01875	00007	G	08H	CAT	04	D	08.1095	100194	4/23/2004	235,034.10		2160
22.357	8X25 PARTS TRAILER		00007	G	22B		97	N	35.100194	100194	7/1/1997	1,762.00		100194
35.100194	35.216845 LOCKWOOD G		00002	G	35N	GEN	97	N	35.100194	100194	1/1/1998			100194
80.1124	GNCR 36X60 LAT BLT W		00007	G	80A		97	N	35.100194	100194	7/1/1997	14,098.00		100194
80.1125	36X75 LATTICE BLT		00007	G	80A		97	N	35.100194	100194	7/1/1997	15,861.00		100194
80.1126	36X60 CHANNEL BLT		00007	G	80B		97	N	35.100194	100194	7/1/1997	14,098.00		100194
80.1127	12X16 SCREW CONVEYOR		00007	G	80D		97	N	35.100194	100194	7/1/1997	14,098.00		100194
80.1128	14X17 SCREW CONVEYOR		00007	G	80D		97	N	35.100194	100194	7/1/1997	15,861.00		100194
80.1129	30X60 CHANNEL BLT		00007	G	80B		97	N	35.100194	100194	7/1/1997	7,049.00		100194
80.1130	36X50 CHANNEL BLT		00007	G	80B		97	N	35.100194	100194	7/1/1997	7,930.00		100194
80.1131	GNCR30X73 LATTICE BL		00007	G	80A		97	N	35.100194	100194	7/1/1997	11,391.00		100194
80.1386	36"X18" CONVEYOR		00007	G	80B	RES	00	N	35.100194	100194	2/28/2000	10,820.00		100194
81.137	GENTEC RAP GATOR		00007	G	81D		97	N	35.100194	100194	7/1/1997	26,434.00		100194

Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
82.222	DIESTER 5X12 SCLPING		00007	G	82A		97	N	35.100194	100194	7/1/1997	21,148.00		100194
83.249	GNCR 7BIN COLD FEED		00002	G	83E	GEN	97	N	35.100194	100194	1/1/1998	352,459.00		100194
83.250	DIESTER 6X12 SCLPING		00007	G	83A		97	N	35.100194	100194	7/1/1997	26,434.00		100194
83.251	GNCR 2BIN RAP FEED W		00007	G	83E		97	N	35.100194	100194	7/1/1997	123,361.00		100194
83.252	REES 3BIN RAP FEED	6860-00	00007	G	83E	RES	00	N	35.100194	100194	2/28/2000	115,650.15		100194
85.108	25K GAL FUEL TNK, W/S		00002	G	85A			N	35.100194	100194	12/31/1990			100194
85.112	25K GAL FUEL TANK	6200-89	00007	G	85A			N	35.100194	100194	7/1/1999			100194
85.254	GNCR 500BBL LIME SIL		00002	G	85E	GEN	97	N	35.100194	100194	1/1/1998	169,260.00		100194
85.255	GNCR 500BBL DUST SIL		00007	G	85E		97	N	35.100194	100194	7/1/1997	176,230.00		100194
85.256	10K GAL DIESEL TANK		00007	G	85A		97	N	35.100194	100194	7/1/1997	7,049.00		100194
85.257	FREUHAUF LIME GUPPY	OMTO14625	00007	G	85F		97	N	35.100194	100194	7/1/1997	35,246.00		100194
85.258	FREUHAUF LIME GUPPY	OMW682401	00007	G	85F		97	N	35.100194	100194	7/1/1997	35,246.00		100194
85.260	10K GAL WATER TANK		00007	G	85B		97	N	35.100194	100194	7/1/1997	3,525.00		100194
85.270	10K GAL WATER TANK		00002	G	85B			N	35.100194	100194	10/1/2001			100194
85.467	30K GAL PROPANE TANK	79517	00002	G	85A			LPG	35.100194	100194	10/1/2004			100194
86.099	GNCR 8K GAL PORT. SS		00002	G	86C	BMG	90	D	35.100194	100194	12/31/1990	25,000.00		100194
86.115	HWY 10K GAL PORT. AC		00007	G	86C	GEN	99	N	35.100194	100194	7/8/1999	40,035.00		100194
86.116	HWY 10K GAL PORT. AC		00007	G	86C	GEN	99	N	35.100194	100194	7/8/1999	40,036.00		100194
86.11819	ADDITIVE METERING SY		00002	G	86J			N	35.100194	100194	5/21/2012			100194
86.1318	HY-WAY ELECTRIC FUEL	5775-121473	00002	G	86F		09	N	35.100194	100194	6/1/2010	47,271.85		100194
86.31168	STANSTEEL AC DRUM		00002	G	86A	STL	17	N	35.100194	100194	9/20/2017	90,000.00		100194
86.350	GENCOR 600TPH AC DRU		00007	G	86A	GEN	97	N	35.100194	100194	7/1/1997	704,918.00		100194
86.350A	GENCOR ULTRAFOAM GX	10	00002	G	86K	GEN	09	N	35.100194	100194	6/30/2009	84,008.44		100194
86.351	GNCR 12X30 HOT PLNT		00007	G	86G		97	N	35.100194	100194	7/1/1997	264,344.00		100194
86.352	GNCR 300TN ASPHALT S		00002	G	86D	GEN	97	N	35.100194	100194	1/1/1998	111,730.00		100194
86.353	GNCR 300TN ASPHALT S		00002	G	86D	GEN	97	N	35.100194	100194	1/1/1998	111,730.00		100194
86.354	GNCR 300TN ASPHALT S		00002	G	86D	GEN	97	N	35.100194	100194	1/1/1998	111,730.00		100194
86.355	GNCR 300TN ASPHALT S		00002	G	86D	GEN	97	N	35.100194	100194	1/1/1998	111,730.00		100194
86.356	GNCR 300TN ASPHALT S		00007	G	86E		97	N	35.100194	100194	1/1/1997	111,728.45		100194
86.357	GNCR 36X103 DRAG SLA		00007	G	86E		97	N	35.100194	100194	7/1/1997	440,574.00		100194
86.358	GNCR ROTARY TOP TRSF		00007	G	86E		97	N	35.100194	100194	7/1/1997	70,492.00		100194
86.359	HY-WAY 1.5MIL BTU HO		00007	G	86F		97	N	35.100194	100194	7/1/1997	44,057.00		100194
86.360	HY-WAY 15K GAL ASPHA	866	00007	G	86C		97	N	35.100194	100194	7/1/1997	35,248.00		100194
86.361	HY-WAY 30K GAL ASPHA	981	00007	G	86C		97	N	35.100194	100194	7/1/1997	52,869.00		100194
86.362	HY-WAY 30K GAL ASPHA	982	00007	G	86C		97	N	35.100194	100194	7/1/1997	52,869.00		100194
86.363	HY-WAY 30K GAL ASPHA	1045	00007	G	86C		98	N	35.100194	100194	4/2/1998	39,282.00		100194
86.364	HY-WAY 10K GAL ASPHA	865	00007	G	86C		97	N	35.100194	100194	7/1/1997	29,959.00		100194
86.365	HY-WAY 30K GAL ASPHA	1044	00007	G	86C		98	N	35.100194	100194	4/2/1998	39,282.00		100194
86.524	CONTROL CENTER UPGRA		00007	G	86G		00	N	35.100194	100194	2/7/2000	8,047.34		100194
86.534	GNCR LIQ ASPHALT CAL		00007	G	86A		97	N	35.100194	100194	7/1/1997	28,197.00		100194
87.126	GENCOR 12' CYCLONE		00007	G	87B		97	N	35.100194	100194	7/1/1997	35,246.00		100194

GRANITE CONSTRUCTION INC.

Equipment Book Report

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Equipment Number	Description	Serial Number	CO	Fin Meth	Rate Group	Mfg	Mdl YR	Fuel Type	Parent Number	Business Unit	Date Acquired	Acquired Price	Employee	Maint Loc
87.127	GNCR 119K CFM BAGHOU		00007	G	87A		97	N	35.100194	100194	7/1/1997	440,574.00		100194
89.10048	QUINCY 40HP AIR COMP		00002	G	89D			E	35.100194	100194	6/1/2004			2160
89.10049	QUINCY 50HP AIR COMP		00002	G	89D			E	35.100194	100194	6/1/2004			2160
89.23182	AIR COMPRESSOR-SSR U	CBV347565	00002	G	89D			N	35.100194	100194	6/22/2015			100194
89.308	GNCR 4X8 PUGMILL		00007	G	89G		97	N	35.100194	100194	7/1/1997	35,246.00		100194
89.309	CARDINAL 10X215 TRUC	80067-C	00007	G	89A		97	N	35.100194	100194	7/1/1997	96,926.00		100194
89.310	CARDINAL 10X235 TRUC	80068-C	00007	G	89A		97	N	35.100194	100194	7/1/1997	114,549.00		100194
89.323	10X30 CONTROL VAN		00002	G	89B			N	35.100194	100194	10/1/2001			100194
89.516	HY-WAY UNLOADING PUM		00007	G	89D		97	N	35.100194	100194	7/1/1997	5,287.00		100194
89.517	HY-WAY UNLOADING PUM		00007	G	89D		97	N	35.100194	100194	7/1/1997	5,287.00		100194

			Architect, Engineer, Designer			
Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Name of Firm	Contact Person, Phone, Fax & E-mail	Contract Amount	Award Date
Reno-Tahoe Airport Authority P.O. Box 12490 Reno, NV 89510	Stead Airport RSA Improvement Project Contract #: S08008 Stead Airport - Reno, NV Mass Earthwork, Grading, Drainage, Rock Slope Protection. 120,000 cy OF MASS GRADING AND 34,000 TNS ROCK SLOPE PROTECTION	Greg Riley 801-359-1403 gregoryp.riley@rsandh.com 801-359-5580	Atkins	Linda Shields 775-789-9830 linda_shields@atkinsglobal.com 775-789-5000 (Fax)	3,302,828	2010
Reno-Tahoe Airport Authority P.O. Box 12490 Reno, NV 89510	Apron Rehabilitation Phase 14 AIP# 3-32-0017-87 Concrete removal, subgrade prep, grading, drainage, Agg base, ATPB, PCCP, Electrical	Brian Wacker Wood Rodgers	Atkins	Linda Shields 775-789-9830 linda_shields@atkinsglobal.com 775-789-5000 (Fax)	2,931,812	2010
Carson City Airport Authority 2600 E. College Pkwy Carson City, NV 89706	Taxiway D West CC-2011-200 Carson City Airport Mass Earthwork, Grading, Drainage, Aggregate Base, Asphalt Paving, Electrical Work	Airport Manager 775-841-2255	Atkins	Jim Clague 775-789-9824 jim.clague@atkinsglobal.com	1,296,296	2011
Carson City Airport Authority 2600 E. College Pkwy Carson City, NV 89706	Taxiway D & Runway 9 Connector CC-210-348 Carson City Airport Grading, Aggregate Base, Asphalt Paving and Electrical	Airport Manager 775-841-2255	Atkins	Jim Clague 775-789-9824 jim.clague@atkinsglobal.com	1,514,514	2011
Reno Tahoe Airport Authority Po Box 12490, Reno, Nv 89510-2490	Taxiway Q Reconstruction Reno-Tahoe Airport Contract #: AIP 3-32-0017-94 Taxiway "Q" Reconstruction Washoe County, Reno, NV 16" PCCP, 6" ATPB, signs, Asphalt paving and pavement markings	Joe Mactutis 775-398-1288 775-850-0787 (fax) joseph.mactutis@stantec.com	Atkins	Linda Shields 775-828-1622 linda_shields@atkins.com	3,033,107	2012
Reno Tahoe Airport Authority Po Box 12490, Reno, Nv 89510-2490	Apron Rehabilitation Phase 15 AIP# 3-22-0017-90 Concrete removal, subgrade prep, grading, drainage, Agg base, ATPB, PCCP, Electrical	Brian Wacker Wood Rodgers 775-823-4068 bwacker@woodrodgers.com	Atkins	Linda Shields 775-789-9830 linda_shields@atkinsglobal.com 775-789-5000 (Fax)	2,556,673	2012
Carson City Airport Authority 2600 E. College Pkwy Carson City, NV 89706	Main Apron Phase 1 CC-2013-266 Asphalt Removal, Earthwork, Grading Drainage, Agg Base and Paving	Tim Rowe 775-841-2255	Atkins	Jim Clague 775-789-9824 jim.clague@atkinsglobal.com	1,298,298	2013
Carson City Airport Authority 2600 E. College Pkwy Carson City, NV 89706	Main Apron Phase 2 CC-2013-266 Asphalt Removal, Earthwork, Grading Drainage, Agg Base and Paving	Tim Rowe 775-841-2255	Atkins	Jim Clague 775-789-9824 jim.clague@atkinsglobal.com	932,932	2013
City of Palm Springs 3200 E Tahquitz Canyon Way Palm Springs, CA 92262-6959	Terminal Apron & Taxiway G Rehabilitation Contract # 2013-16 Remove asphalt concrete, over excavate & pave 67,000 tons of asphalt concrete on terminal aprons and taxiway G	Chris Swonke 909-888-1106 swonke@pbworld.com			11,296,666	2013
SLC Department of Airports P.O. Box 145550 Salt Lake City, UT 84114	Runway 16L/34R Pavement Rehab Contract # 54-1019-1278 AIP# 3-49-0033-1 3D Milling, electrical, runway lighting, asphalt grooving, soil sterilization, asphalt pavement grooving	Steve Smith			9,987,788	2013
City of Elko 975 Terminal Way Elko, NV 89801	Runway 5-23 Rehabilitation-Phase 2 Earthwork, Agg Base, Milling, Paving	Mark Gibbs 775-777-7192 mgibbs@ci.elko.nv.us	Kimley-Horn	Kevin Phelps 775-742-5596 kevin.phelps@kimley-horn.com	1,592,592	2013
Carson City Airport Authority	Main Apron-Phase 3	Tim Rowe	Atkins	Jim Clague	986,986	2014

San Diego, CA 92138-2776	San Diego, CA Construction of approximately 20 bus parking and 52 employee parking spaces and a 3,600' square driver break building which is shared with a taxi hold/shuttle van lot. The project also included grading, dry and wet utility services installation, surface pavement improvements, landscaping and a storm drainage detention facility. The area of disturbed soil for this project was approximately 3.50 acres.					
Reno Tahoe Airport Authority PO Box 12490 Reno, NV 89510-2490	Taxiway C and Connectors Reconstruction Contract No.: R14005A Reno, NV 26,000 SY portland cement concrete, 41,500 SY hot mix asphalt, demolition, grading, taxiway edge lights, taxiway signage, and drainage.	David Lazo 775-328-6400			8,364,202	2016
State of Nevada 515 East Musser Street Carson City, NV 89701-4534	Apron Tarmac Replacement Contract No.: 109604 Reno, NV Grading, drainage, concrete paving, and asphalt paving.	Dan Daily 775-684-4141			4,477,861	2016
San Diego Regional Airport Authority PO Box 82776 San Diego, CA 92138-2776	Employee Parking Lot 6 Expansion Contract No.: 104185 San Diego, CA This work includes construction of a parking lot with demolition, grading, paving (hot mixed asphalt and porous asphalt concrete), marking and striping, fence, access control system, lighting, security system, drainage.	Chris George 619-400-2227			3,148,885	2016

ARBITRATION & LITIGATION FILED AGAINST GRANITE CONSTRUCTION COMPANY (GCC) IN THE LAST FIVE (5) YEARS BY AN OWNER
(As of April 2018)

Work/Payment issues over \$50,000 only.

START DATE	PROJECT NAME	CASE NAME	DESCRIPTION	STATUS
4/8/15	Parking Lot Re-Pave, Dutch Harbor	Safeway v. GCC	Breach of contract; breach of express and implied warranties	9/17 - Judgment against GCC
8/11/15	Sacramento Railyards	City of Sacramento v. Transsystems, et al. (including GCC)	Breach of contract, breach of warranties, negligence	Pending
12/21/17	Private Residential Driveway	NGC Fund I, LLC v. City of Santa Barbara, et al. (including GCC)	Negligence	Pending



Granite Construction Company
2013 - 2017 Liquidated Damages on Jobs over \$3,000,000

Year	Name and Address of Owner	Name of Engineer in Charge (Owner), Phone, Fax	Job #	Project Name and Location	Duration	Description of Liquidated Damages
2017	WA Department of Transportation 6610 16th Street East Suite B Fife, WA 98424-6750	Gaius Sanoy (253) 365-6753	409839	SR 510 to SR 512 Congestion Management Contract No.: 8501Im-0053(968) Lacey, WA to Lakewood, WA	8/19/2013 - 2/24/2017	Assessed 2 days of LD's in the amount of \$9,792 as a pass through to subcontractor. \$49,971 in direct engineering costs with \$23,460 passing through to subcontractor.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Erica Moore (907) 269-4550	627413	ANC Taxiway R & T Improvements Contract No.: AIP 3-02-0016-177-2016 Anchorage, AK	6/10/16 - 6/20/17	LD's assessed in 2016/reduced in 2017 for interim completion date. REDUCED 2016 LD's to \$51,600.00 - LD's assessed for 19 days at \$4,300 for a total of \$81,700 for supplied material delay. This amount is to be reduced with the final amount to be determined.
	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	David Ballentine (805) 688-5920	537689	Highway 101 RHMA Overlay Contract No.: 05-1A7204 Santa Barbara County, CA	6/25/15 - 2/28/17	LD's were assessed for 29 days at \$5,400 for a total of \$156,600 due to delays in getting an approved RHMA mix design.
	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Lee Scotese, R.E. (760) 872-0759 (760) 937-8955 (M)	624661	SR395 RHMA Contract No.: 09-361304 Pleasant Valley, CA	7/10/17 - 12/11/17	Project completion time not met. LD's were assessed for 2 days totalling \$21,600
2016	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Maria Deyoe (619) 661-1342	397214	I-805 Direct Access Ramp (DAR) Contract No.: 11-2T1824 Olympic to East Naples, CA	4/1/2013 - 12/22/2016	\$4,441,500 for compounding schedule impacts and delays. More information is available upon request.
	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	Rodney Ruby (801) 910-2560	611504	Sr 199, Dugway to SR-36 Contract No.: F-0199(6)0 Dugway, UT	5/31/2016 - 9/30/2016	LD's were assessed for 8 days at \$2,430 for a total of \$19,440 which passed through to our subcontractor for delay. We also received LD's in an amount of \$100 per day for 13 days for a total of \$1,300 which Granite paid.
	None					
2015	None					
	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Chris Talbot (760) 872-0794	417807	Hwy 395 @ Cottonwood Rd Contract No.: 09-351604 Lone Pine, CA	5/5/2014 - 8/22/2014	LD's assessed for 28 days at \$5,400 per day for a total of \$151,200.
	Hanwha Ocells USA 8001 Irvine Center Drive Irvine, CA 92618-3001	James Matarese (949) 412-4440	442280	Garnet Solar - HQ USA Contract No.: N/A Palm Springs, CA	2/10/2014 - 7/29/2014	Project completion time not met due to lack of direction from Owner. LD's assessed at \$6,000 per day for 42 days.
	WA Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Robert Washabaugh (509) 577-1810	403048	Easton Hill East Bound West Bound Paving Contract No.: 8443 Easton, WA	6/30/2013 - 10/1/2014	LD's assessed for project working days overrun and direct engineering costs. \$13,179 per day for 4 days for total of \$52,716.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Jason Lamoreaux (907) 269-0450	400737	Dimond Boulevard Resurfacing Contract No.: EAP-0520(14)/53801 Anchorage, AK	5/23/2013 - 7/15/2014	Project completion time not met due to weather. LD's assessed at \$2,500 per day for 15 days for a total of \$37,500.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Mark Forkner (907) 269-0664	409204	Kenai Spur Highway Pavement Preservation Contract No.: IM-0221(014)/54142 Soldotna, AK	7/9/2013 - 5/20/2014	Project completion time not met. LD's assessed at \$1,500 for 15 days for a total of \$22,500.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Bob Lundell (907) 269-0450	241168	King Salmon Airport Lighting Contract No.: AIP 3-02-0148-12-2011/52673 King Salmon, Alaska	7/13/2011 - 6/21/2013	Project completion date & time not met. LD's assessed at \$65,000.
	WA Department of Transportation 1043 Goldenrod Road Burlington, WA 98233	Jay Drye (360) 757-5993	265150	I-5 Joe Leary Slough to Nulle Road Vic Paving Contract No.: 8016 Burlington, WA	3/15/2011 - 2/8/2013	LD's assessed at \$6,667 for a 50 minute delay in lane opening.

GRANITE CONSTRUCTION COMPANY

Nevada Branch

CONSTRUCTION EXPERIENCE OF KEY PERSONNEL

* Employee of Parent Company. These employees also oversee Granite Construction Company projects.

NAME	YEARS OF EXPERIENCE	MONETARY VALUE OF WORK	TYPE OF WORK	JOB CAPACITY
Chris Burke	19	Over \$ 260 M	A,F,G,P,K,B,I,N	CEST
Dan Caldwell	11	Over \$ 100 M	A,P,B,G,N,F	PM
Sergio Calligeri	8	Over \$2M	A,K,P,F	PE
Matt Cates	15	Over \$150 M	A,G,P,B,F	PM
Dylan Crosby	3	Over \$10M	A,F,N,P	PE
Cody Cummings	13	Over \$10M	A,G,P,B,F	PE
Kyle Larkin	21	Over \$ 1.5 B	A,B,C,E,F,G,H,I,K,N,P,F	BM/V/P
Erik Eigenman	15	Over \$ 60 M	A,P,I,F	PE
Ersan Eldeklouglu	12	Over \$ 150 M	A,B,E,G,H,I,P,F	PM
Ryan Floyd	17	Over \$ 100 M	A,B,P,G,K,E,N,F	PE
Jason Fritz	11	Over \$ 800 M	A,K,P,I,F	PE
Aaron Geddes	24	Over \$150 M	A,G,P,B,F	PM
Maverick Gibbons	24	Over \$1B	A,B,C,D,E,G,K,N,P,I,F	CM
Donavin Greenwell	30	Over \$1B	A,B,J,O,G,I,K,N,P,F	Supt
Ed Hamlett	36	Over \$500 M	A,E,F,P	Supt
Andrew Howard	6	Over \$20M	A,F,N,P	PE
Ray Huarte	29	Over \$800 M	A,E,F,P,N	Supt
Seth Johnson	6	Over \$50M	A,F,N,P	PE
Caleb Juve	20	Over \$800 M	A,B,E,G,I,K,P,F	PM
Travis Kincaid	14	Over \$500 M	A,E,F,N,P	Supt
Steve Kirch	14	Over \$100 M	A,F,N,P	PM
Dave McGrandy	31	Over \$800 M	A,B,E,F,P	Supt
Kirk McIntosh	17	Over \$100 M	A,B,E,P,F	PE
John Morrow	36	Over \$ 1 B	A,E,G,I,N,P,F	Supt
Ryan Murray	3	Over \$10M	A,F,N,P	PE
John O'Day	20	Over \$350 M	A,E,I,B,D,G,P,F	PM

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DISADVANTAGED BUSINESS ENTERPRISES

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Lander County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment. The prime CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the recipient. Delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the recipient. This clause applies to both DBE and non-DBE subcontractors.

Documentation. The following documentation shall be submitted as directed below:

- ***Letter of Intent for DBE Participation – Submit prior to Notice of Award***

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SUBCONTRACTOR LIST
(TO BE SUBMITTED WITH BID)

Bidders are required to list the name of the prime contractor and all first tier subcontractors who will provide labor or a portion of the work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater. Bidders shall also provide a description of the labor or portion of work to be provided by the prime contractor and all first tier subcontractors as well as the estimated percent of total bid. Failure to complete this list pursuant to Nevada Revised Statute (NRS) 338.141 will result in your bid being non-responsive and therefore void.

The bidder acknowledges that the prime contractor will perform all work other than that being performed by a first-tier subcontractor listed below.

<i>* ALL OTHER WORK NOT REQUIRED TO BE LISTED</i>		
Granite Construction Company Prime Contractor	Portion of Work	Approx 91.5%
<u>NEVADA BARRICADE 3 SIGN COMPANY</u> Subcontractor	<u>STRIPING</u> Portion of Work	Approx 1.4%
<u>MAPCA SURVEYS INC.</u> Subcontractor	<u>SURVEY</u> Portion of Work	Approx 1.2%
<u>SILVER SABER ELECTRICAL</u> Subcontractor	<u>ELECTRICAL</u> Portion of Work	Approx 1.5%
<u>BLACK EAGLE CONSULTING</u> Subcontractor	<u>QUALITY CONTROL</u> Portion of Work	Approx 4.2%
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid

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**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX
DELINQUENCY AND FELONY CONVICTIONS**
(TO BE SUBMITTED WITH BID)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the owner, who will then notify the faa airports district office, which will then notify the agency's sdo to facilitate completion of the required considerations before award decisions are made.

Term definitions

Felony conviction: felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any federal law and includes conviction of an offense defined in a section of the u.s. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 u.s.c. § 3559.

Tax Delinquency: a tax delinquency is any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

BUY AMERICAN CERTIFICATION
(TO BE SUBMITTED WITH BID)

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy American Certification shall be rejected as nonresponsive.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

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Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date 5/1/18

Signature Brian Dowd

Granite Construction Company
Company Name

Brian Dowd, VP, Nevada Region
Title

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TRADE RESTRICTION CERTIFICATION
(TO BE SUBMITTED WITH BID)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.


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 an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

By: 
Title: Brian Dowd, VP, Nevada Region
Company: Granite Construction Company

SECTION 1B – SAMPLE CONTRACT FORMS

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NOTICE OF AWARD

To: _____ Dated: _____

PROJECT DESCRIPTION: _____

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bid dated _____, and Information for Bidders.

You are hereby notified that your Base Bid has been accepted for items in the amount of

_____ (\$ _____)

You are required by the Information for Bidders to fully execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you, which is by _____.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20____

OWNER

By: _____
Signature

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged by Contractors Name, this ____ day of _____, 20____

CONTRACTOR

By: _____
Signature

Title: _____

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LETTER OF INTENT FOR DBE PARTICIPATION
(TO BE SUBMITTED PRIOR TO NOTICE OF AWARD)

Name of Bidder's Firm: Granite Construction Company
Address: 1900 Glendale Ave City: Sparks State: NV Zip: 89431
Phone Number: 775-358-8792

Name of DBE Firm: NEVADA BARRICADE & SIGN COMPANY
Address: 975 INDUSTRIAL WAY City: SPARKS State: NV Zip: 89431
Phone Number: 775-331-5100

State Certification Number: NV01408UCPN

Description of work to be performed by DBE firm:

STRIPING

Bidder intends to utilize the above-named Disadvantaged firm for the work described above. The estimated amount of work is valued at \$ 13,660.00. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

Name of DBE Firm: MAPCA SURVEYS INC.
Address: 580 Mt Rose St. City: RENO State: NV Zip: 89509
Phone Number: 775-432-2067

State Certification Number: NV01228UCPN

Description of work to be performed by DBE firm:

SURVEY

Bidder intends to utilize the above-named Disadvantaged firm for the work described above. The estimated amount of work is valued at \$ 11,500.00. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

NOTE: Use additional sheets if needed.

LETTER OF INTENT FOR DBE PARTICIPATION
(TO BE SUBMITTED PRIOR TO NOTICE OF AWARD)

Name of Bidder's Firm: GRANITE CONSTRUCTION
Address: 1900 GLENDALE AVE City: SPARKS State: NV Zip: 89431
Phone Number: 775-358-8192

Name of DBE Firm: SILVER SABER ELECTRICAL
Address: 576 PINE MEADOW CT. City: MESQUITE State: NV Zip: 89027
Phone Number: 702-343-1687

State Certification Number: NV20466387NUCP

Description of work to be performed by DBE firm:

ELECTRICAL

Bidder intends to utilize the above-named Disadvantaged firm for the work described above. The estimated amount of work is valued at \$ 14430⁰⁰. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

Name of DBE Firm: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone Number: _____

State Certification Number: _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above-named Disadvantaged firm for the work described above. The estimated amount of work is valued at \$ _____. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

NOTE: Use additional sheets if needed.

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CONTRACT FORM

THIS AGREEMENT, made the _____ day of _____, 2018, by and between, _____, hereinafter called the "CONTRACTOR," and Lander County, Nevada, hereinafter called the "OWNER".

WITNESSETH: That the CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK: The CONTRACTOR shall furnish all labor, tools, materials, equipment and supplies required for the _____ in accordance with the Contract Documents, plans and specifications for AIP No. _____. The approximate quantities of work are shown in the Bid Proposal bound in this document.

ARTICLE 2: TIME OF COMPLETION: The work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed, and shall be completed within _____ Calendar Days. The CONTRACTOR agrees to pay, as liquidated damages, the following sums:

_____ (\$ _____)

for each consecutive Calendar day thereafter, the work remains uncompleted. The time for completion shall include the time necessary to order and procure materials. The CONTRACTOR may not begin actual field installation of work until he can demonstrate that all materials are available and weather conditions will allow completion of any work such as pavement repairs. The intent is to reduce the impact to airport operations and field engineering time. The CONTRACTOR shall present a project schedule prior to field installations, to ensure progressive completion.

ARTICLE 3: THE CONTRACT SUM: The OWNER shall pay the CONTRACTOR for the performance of the Contract, subject to additions and deductions provided therein, in current funds an amount equal to the estimated total bid, including tax, as provided in the Bid Schedule of Items and Prices, as follows:

_____ (\$ _____)

ARTICLE 4: PARTIAL PAYMENT: The OWNER will make payment on account to the CONTRACTOR as provided therein, as follows:

Within 30 calendar days of the end of the previous month in which work was completed, Ninety-five percent (95%) of the value, based on the contract price, of labor incorporated in the work as estimated by the ENGINEER, less the aggregate of previous payments, will be due the CONTRACTOR.

Partial Payments will not be made if there are any outstanding Certified Payrolls or No Work Performed Notices (NWP). Payrolls and NWP are required to be submitted to the Engineer within 10 days of Payroll. Affidavits

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT: Upon due notice from the CONTRACTOR of presumptive completion of the entire project, the ENGINEER and OWNER will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The ENGINEER shall notify the CONTRACTOR in writing of substantial completion as of the date of the final inspection.

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CONTRACT FORM (Continued)

Prior to Project Acceptance and preparation of necessary State Notices, the CONTRACTOR shall submit evidence, satisfactory to the ENGINEER, that all Intents and Affidavits, payrolls, material bills, taxes and other indebtedness connected with the work have been submitted, filed and/or paid.

The entire balance found to be due the CONTRACTOR, including the retained percentage shall be paid to the CONTRACTOR within thirty (30) days after the date of acceptance by the OWNER.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the specifications, and of all claims by the CONTRACTOR, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so confirms, the OWNER shall, upon a verification of the ENGINEER, and without terminating the contract, make full payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing partial acceptance, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE CONTRACT DOCUMENTS: The Invitation for Bid, Information for Bidders, Bid Proposal, FAA General Provisions, Owners General Conditions, Federal Contract Clauses, Specifications for Construction, Additional Special Provisions, Appendices, and Plans, together with this Agreement, form the Contract, and they are as fully a part thereof and hereof as if hereto attached or herein repeated.

ARTICLE 7: FEDERAL CONTRACT CLAUSES: The CONTRACTOR agrees by signing this contract, to certify and comply with all Federal regulations, clauses and certifications stipulated within these contract documents.

49 CFR Part 26 provides that each contract the OWNER enters into with a CONTRACTOR (and each subcontract the contractor signs with a subcontractor) shall include the following assurance:

"The CONTRACTOR and its subcontractors shall not discriminate on the basis of race color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate"

ARTICLE 8: QUANTITIES AND ADDITIONAL WORK: The OWNER reserves the right to increase or decrease any quantities shown in the Bid Schedule, and the CONTRACTOR agrees to perform additional work at the unit price bid for all increases, or deduct for any decreases in the unit price bid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

OWNER

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

_____, hereinafter called
(Individual, Partnership, or Corporation)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____ hereinafter called the OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain Agreement with the OWNER, dated the _____ day of _____, 20__ a copy of which is bound herein attached and made a part hereof for the construction of: _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages that it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense that the OWNER may incur in making good any default, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

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PERFORMANCE BOND (Continued)

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) parts, each of which shall be deemed an original, this ____ day of _____, 20__.

Contractor

ATTEST:

Principal

(Principal) Secretary

By: _____
Signature

Street or P.O. Box

(SEAL)

City, State and Zip Code

Witness as to Principal

Street or P.O. Box

City, State and Zip Code

ATTEST:

Surety

(Surety) Secretary

By: _____
Signature

Street or P.O. Box

(SEAL)

City, State and Zip Code

Witness as to Surety

Street or P.O. Box

City, State and Zip Code

NOTE:

1. Date of Payment Bond must not be prior to the date of the Agreement. (If the CONTRACTOR is a Partnership, all partners should execute the Bond.)
2. The Rate of premium of the Bond shall be stated together with the total amount of the premium charged.
3. The current power of attorney of the person who signs for any surety company shall be attached to the bond.

Bond Premium \$ _____

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

_____, hereinafter called
(Individual, Partnership, or Corporation)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____ hereinafter called the OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain Agreement with the OWNER, dated the ____ day of _____, 20____, a copy of which is bound herein and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation to this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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PAYMENT BOND (Continued)

IN WITNESS WHEREOF, this instrument is executed in three (3) parts, each of which shall be deemed an original, this the ____ day of _____, 20__.

<p>_____ Contractor</p> <p>_____ Principal</p> <p>By: _____ Signature</p> <p>_____ Street or P.O. Box</p> <p>_____ City, State and Zip Code</p> <p>_____ Surety</p> <p>By: _____ Signature</p> <p>_____ Street or P.O. Box</p> <p>_____ City, State and Zip Code</p>	<p>ATTEST:</p> <p>_____ (Principal) Secretary</p> <p>(SEAL)</p> <p>_____ Witness as to Principal</p> <p>_____ Street or P.O. Box</p> <p>_____ City, State and Zip Code</p> <p>ATTEST:</p> <p>_____ (Surety) Secretary</p> <p>(SEAL)</p> <p>_____ Witness as to Surety</p> <p>_____ Street or P.O. Box</p> <p>_____ City, State and Zip Code</p>
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NOTES:

1. Date of Payment Bond must not be prior to the date of the Agreement. (If the CONTRACTOR is a Partnership, all partners should execute the Bond.)
2. The Rate of premium of the Bond shall be stated together with the total amount of the premium charged.
3. The current power of attorney of the person who signs for any surety company shall be attached to the bond.

Bond Premium \$ _____

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

NOTICE TO PROCEED

To: _____ Date: _____
CONTRACTOR

You are hereby notified that the Contract Time for construction of the above Project will commence to run on the ____ day of _____, 20____. On that date, you are to start performing the Work and your other obligations under the Contract Documents. The date of Substantial Completion shall be no later than Date .

OWNER

By: _____
Signature

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by Contractors Name this ____ day of _____, 20____.

CONTRACTOR

By: _____
Signature

Name: _____

Title: _____

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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SAFETY PLAN COMPLIANCE DOCUMENT CERTIFICATION

To: _____

Date: _____

The CONTRACTOR hereby certifies that it has read and understands the operational safety requirements of the Construction Safety Phasing Plan (CSPP) and asserts that it will not deviate from the approved CSPP and Safety Plan Compliance Document (SPCD) unless written approval is granted by the OWNER. The CONTRACTOR further acknowledges that any construction practice proposed by the CONTRACTOR that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and coordination with the OWNER and the FAA in advance.

CONTRACTOR

By: _____
Signature

Name: _____

Title: _____

APPROVAL OF SAFETY PLAN COMPLIANCE DOCUMENT

Receipt of the Safety Plan Compliance Document is hereby acknowledged and the contents of said documents are approved by _____. This _____ day of __, 20____.

OWNER

By: _____
Signature

Name: _____

Title: _____

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

SBA Form 1624 (12/92)



Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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- 2 -

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not aware it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV. 01/2006

O.M.B. No. 3045-0007
FORM APPROVAL: www.reginfo.gov/public/do/PRAHain
100-214

Section A—TYPE OF REPORT					
Refer to instructions for number and types of reports to be filed.					
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).					
(1) <input type="checkbox"/> Single-establishment Employer Report		Multi-establishment Employer: (2) <input checked="" type="checkbox"/> Consolidated Report (Required) (3) <input checked="" type="checkbox"/> Headquarters Unit Report (Required) (4) <input checked="" type="checkbox"/> Individual Establishment Report (submit one for each establishment with 50 or more employees) (5) <input checked="" type="checkbox"/> Special Report			
2. Total number of reports being filed by this Company (Answer on Consolidated Report only)					
Section B—COMPANY IDENTIFICATION (To be answered by all employers)					
1. Parent Company					OFFICE USE ONLY
a. Name of parent company (owns or controls establishment in item 2) omit if same as label					a.
Address (Number and street)					b.
City or town		State		ZIP code	c.
2. Establishment for which this report is filed (Omit if same as label)					d.
a. Name of establishment					e.
Address (Number and street)		City or Town	County	State	ZIP code
b. Employer Identification No. (IRS 9-DIGIT TAX NUMBER)					f.
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)					
1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?					
<input type="checkbox"/> Yes <input type="checkbox"/> No					
2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?					
<input type="checkbox"/> Yes <input type="checkbox"/> No					
3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?					
<input type="checkbox"/> Yes <input type="checkbox"/> No					
If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):					
<div style="border: 1px solid black; width: 100px; height: 15px;"></div>					
NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.					

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE

If the Bidder (Proposer) has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instructions, the Bidder (Proposer) shall prepare and maintain on file the Standard Form 100 (attached) indicating current compliance.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

SE 100 - Page 2

Section D - EMPLOYMENT DATA

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Numbers of Employees (Report employees in only one category)																		Total Col A-M
	Race/Ethnicity																		
	Hispanic or Latino									Not-Hispanic or Latino									
	Male				Female					Male				Female					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O				
Executive/Senior Level Officials and Managers	1.1																		
First/Mid-Level Officials and Managers	1.2																		
Professionals	2																		
Technicians	3																		
Sales Workers	4																		
Administrative Support Workers	5																		
Craft Workers	6																		
Operatives	7																		
Laborers and Helpers	8																		
Service Workers	9																		
TOTAL	10																		
PREVIOUS YEAR TOTAL	11																		

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, life insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 ☐ All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)

2 ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report	Title	Address (Number and Street)	
City and State	Zip Code	Telephone No. (including Area Code and Extension)	Email Address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

Battle Mountain Airport Battle Mountain, NV



ORIGINAL

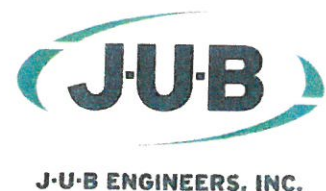
**Realign Taxiway C, Relocate Wind
Cones, Hold Bars, Signs, and Change
Runway Designators**

Project No: 3-32-0001-026/027

April 2018

Bid Set Number _____

Prepared by
J-U-B ENGINEERS, Inc.
250 S. Beechwood Dr., Suite 201
Boise, Idaho 83709
(208) 376-7330



Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
AIP # 3-32-0001-026/027

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Road and Highway Builders, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, a corporation duly organized under the laws of the State of Connecticut, having its principal place of business at One Tower Square in the State of Hartford, and authorized to do business in the State of Nevada are hereby held and firmly bound unto Lander County, Nevada as OWNER in the penal sum of Five Percent of Amount Bid (\$ -- 5% --) the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 17th day of April, 2018.

The conditions of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators, AIP # 3-32-0001-026/027.**

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

Principal

Road and Highway Builders, LLC

By:

Jessica L. Piccirillo
Surety Jessica L. Piccirillo, Attorney-in-Fact

Travelers Casualty and Surety Company of America

Countersigned:

By:

Jessica L. Piccirillo
Jessica L. Piccirillo, Non-Resident Agent (NV License #991250)

Resident Agent

The Attorney-in-Fact (Resident Agent), who executed this Bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. BID BOND

Principal: Road and Highway Builders LLC

OR

Project Description: Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, & Change Runway Designators
AIP #3-32-0001-026/027

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica L. Piccirillo** of the City of **Farmington**, State of **CT**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24th** day of **June, 2016**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

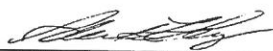
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the **24th** day of **June, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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


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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of April, 2018.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BIDDER'S CHECKLIST

Bids will only be accepted from those registered planholders who have purchased a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc. **The following items shall constitute the BID PROPOSAL and shall be completed and accompany the Bid:**

- ☒ The BID PROPOSAL shall be filled out and signed.
- ☒ The BID SCHEDULE OF ITEMS AND UNIT PRICES shall be complete including the extensions.
- ☒ All ADDENDA shall be acknowledged on the Bid Proposal.
- ☒ A BID BOND or CERTIFIED CHECK in the amount of five percent (5%) of the TOTAL BID including alternates shall be included.
- ☒ STATEMENT OF BIDDERS PRE-QUALIFICATIONS form must be completed and included.
- ☒ SUBCONTRACTORS LIST must be completed and included.
- ☒ CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS must be filled out and included.
- ☒ BUY AMERICAN CERTIFICATE must be filled out and included. Note: Within 15 calendar days of the bid opening, the low bidder must submit to the Owner a formal waiver request and required documentation that support the type of waiver being requested.
- ☒ TRADE RESTRICTION CERTIFICATION must be filled out and included.
- ☒ Bids will only be accepted from those registered planholders who have purchased a set of plans and Contract Documents from J-U-B Engineers, Inc.

All Bids shall contain the items listed above in complete form. ***Failure to complete and provide any of the above items may be grounds for rejection of the bid as non-responsive, at the discretion of the OWNER.***

INFORMATION FOR BIDDERS

1. PREPARATION OF BID

In addition to the requirements of Section 20 of the FAA General Conditions the following shall apply:

- A. Bids will only be accepted from those registered planholders who have purchased a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc.
- B. All bids must be submitted on the prescribed forms. Included in these specifications is a complete set of bid forms. Separate copies of bid forms are available on the ftp site. Erasures or other changes in the bids must be initialed and explained or noted over the signature of the bidder.
- C. Bids shall be submitted in sealed envelopes bearing, on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. If forwarded by mail the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.
- D. No bid will be accepted unless signed by the bidder or his authorized agent.
- E. The proposal form invites bids on definite plans and specifications. Only the amounts and information asked for in the proposal form furnished will be considered as the bid. Each bidder shall bid on the work exactly as specified and as provided in the proposal form.
- F. Quantities and Unit Prices: The quantities shown in the Bid Proposal are approximate for comparing bids, and no claim shall be made against the OWNER for excess or deficiency therein. Actual or relative payment at the above prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, machinery, and all other expenditures incidental to satisfactory compliance with the contract unless otherwise specifically provided. In the event of discrepancy between the prices quoted in the proposal the unit price shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the contract documents.
- G. All labor, equipment, and materials required for the manufacturing and installation of this project shall be incorporated into the bid items as provided in the bid proposal. Payment for general construction items that are not listed in the Bid Proposal, but are shown or required by the Contract Documents, are indicative of the fact that the items of work not listed are considered as incidental to the bid items listed in the Bid Proposal. Unless the work to be performed is specifically called out in the Bid Proposal, measurement and payment for such work shall be included in other applicable items of the Bid Proposal.

2. QUALIFICATIONS OF BIDDER

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. The OWNER reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily in accordance with Section 20-02 of the FAA General Provisions and Section 3.20 of the Owners General Conditions.

CONTRACTOR shall provide the "Statement of Bidders Pre-Qualifications Form" at the time of Bid.

3. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the Specifications, including Drawings. Neither the OWNER nor the ENGINEER will be responsible for oral interpretations. Every request for such an interpretation shall be made in writing to the ENGINEER, J-U-B ENGINEERS, Inc., 250 S. Beechwood Dr., Suite 201, Boise, Idaho 83709. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the specifications that, if issued, will be on file in the office of the OWNER and the office of the ENGINEER. In addition, addenda will be mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

4. BID MODIFICATION

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, providing such communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the fax modification over the signature of the bidder was delivered prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the bid modification. Email modifications shall be sent to David Meyer, P.E. at dmeyer@jub.com.

5. BID SECURITY

Each bid must be accompanied by cashier's check, certified check, or a bid bond prepared on the form of bid bond approved, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such checks or bid bonds will be returned promptly after the OWNER and the accepted bidder have executed the contract, or if no award has been made within One Hundred Twenty (120) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Should the successful bidder fail or refuse to execute and deliver the Contract, insurance certificates and bonds required within 15 calendar days after he has received notice of the acceptance of his bid, he shall forfeit to the OWNER as liquidated damages for such failure or refusal, the security deposited with his bid.

7. EXAMINATIONS OF SITE, PRE-BID INSPECTION AND CONDITIONS OF WORK

- A. Bidders are encouraged to attend the pre-bid meeting, if one has been scheduled and/or visit the site of the work, compare the drawings and specifications with facilities in place and fully inform themselves of all conditions. Requests for site information and site visits shall be submitted through the ENGINEER at least seven (7) days prior to the bid opening. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing any material or performing any work that may be required to complete work in accordance with drawings and specifications without additional cost to OWNER.
- B. Bidders are cautioned against unauthorized entry upon operation portions of the Airport. All requests for pre-bid site inspections shall be submitted through the ENGINEER at least seven (7) days prior to the bid opening.
- C. Bidders must inform themselves of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

8. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full. Bidder is directed to Section 4 Federal Clauses.

9. BUY AMERICA PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

10. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Lander County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Owner has a DBE race neutral goal of **1.56%** in compliance with their 49 CFR Part 26 program. The goal is not a contractual obligation, however, the Owner encourages efforts by the contractor to achieve this goal. The CONTRACTOR is directed to Section 1B of the Contract Documents as well as Section 4 – Federal Clauses for additional information and DBE forms.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out any applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

11. AWARD OF CONTRACT, REJECTION OF BIDS

- A. The OWNER reserves the right to reject any or all bids and to waive any informalities, claims or irregularities in the bids or in the bidding. No bidder may withdraw his bid after the hour set for the opening thereof or before the award of contract unless the award is delayed for a period exceeding one hundred twenty (120) days.
- B. The contract will be awarded to the responsible bidder submitting the lowest total base bid and all additive bid(s) selected, complying with the plans, specifications and conditions of the Contract Documents. The bidder to whom the award is made will be notified at the earliest practicable date. The OWNER reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejections or waivers are in the interest of the OWNER.
- C. The OWNER also reserves the right to reject the bid of any bidder who has in the OWNERS opinion, previously failed to perform properly or complete on time, contracts of a similar nature; who is not in a position to perform the Contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material vendors or employees. In determining the lowest responsible bidder, the following elements in addition to those above-mentioned will be considered: whether the business involved 1) maintains a permanent place of business; 2) has adequate equipment available to do the work properly and expeditiously; 3) has suitable financial resources to meet the obligations incidental to the work; and 4) has appropriate technical experience.

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- D. Each bid schedule shall be independent and stand on its own and include all applicable costs to perform the work within the schedule to include all overhead, profit, administrative, insurance, mobilization, and bonding costs.
- E. An award may not be made unless sufficient funding is available. The OWNER'S administrative costs may be used as a factor in the evaluation of bids and determination of award.
- F. Prior to issuing a Notice of Award, CONTRACTOR shall complete and submit the ***Letter of Intent for DBE Participation and Non-Trafficking Certification***.

12. PERFORMANCE AND PAYMENT BOND, EXECUTION OF CONTRACT

- A. Subsequent to the award and within fifteen (15) calendar days after the prescribed forms are presented for signature, the successful bidder shall execute a contract in such number of copies as the OWNER may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish separate 100% performance and payment bonds conditioned that such person shall faithfully perform all the provisions of the Contract and pay all the laborers, mechanics and subcontractors and material vendors and all persons who shall supply such person or persons or subcontractors with supplies for the carrying on of such work. Such bonds shall bear the same date as, or a date subsequent to, the date of the Contract.
- C. On each such bond, the rate of premium shall be stated together with the total amount of the premium charged. The current power of attorney of the person who signs for any surety company shall be attached to such bond.

The failure of the successful bidder to execute such Contract and to supply the required bonds within fifteen (15) calendar days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant based upon reasons determined adequate by the OWNER, shall constitute a default, and the OWNER may either award the Contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed up to the amount of the Bid Bond.

13. REQUIREMENTS FOR BIDS FOR AIP CONTRACTS

CONTRACTOR is directed to Section 4 - Federal Clauses for additional Federal requirements. Contractor shall comply with all federal clauses and include in their subcontracts.

14. INSURANCE COVERAGES AND LIMITS

The insurance requirements as defined in subsection 3.30-06 of the Owners Conditions shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the OWNER. The cost of any claim payments falling within the deductible shall be the responsibility of the CONTRACTOR.

- A. Worker's Compensation, injury, illness, disease, or death coverage, under Section 3.30-06.1 paragraph "a" and "b".
 - (1) State Statutory
 - (2)
 - a. Employer's Liability, Each Accident- \$1,000,000
 - b. Employer's Liability, Disease – Each Employee \$1,000,000
 - c. Employer's Liability, Disease - Policy Limit \$1,000,000

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- B. Aggregate Unimpaired Commercial General Liability under Section 3.30-06.1 paragraph "c" through paragraph "e" (including Premises-Operations; Independent CONTRACTORS' Protection; Products and Completed Operations for a period of one year following final acceptance of the work; Broad Form Property Damage, Contractual Liability, Personal/Advertising Injury):

(1)	Each Occurrence	\$1,000,000
(2)	General Aggregate	\$2,000,000
(3)	Products & Completed Products Aggregate	\$1,000,000
(4)	Personal & Advertising Injury, Each Offense	\$1,000,000
(5)	Property damage liability insurance providing explosion, collapse, or underground property damage (XCU), and aviation exposure coverage	\$1,000,000

- C. Automobile Insurance under subsection 3.30.06.1 paragraph "e" to include all owned/non-owned and hired vehicles:

(1)	Bodily Injury, Each Accident	\$1,000,000
(2)	Property Damage, Each Accident	\$1,000,000 or
(3)	Combined Single Limit, Each Accident	\$1,000,000

- D. CONTRACTOR shall be responsible for all materials until the project has been formally accepted by the OWNER.

- E. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- Lander County, Nevada and the Battle Mountain Airport
- J-U-B ENGINEERS, Inc.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.

All endorsements adding Additional Insureds to required policies shall be issued on a form deemed acceptable by the Owner, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the Automobile policies.

15. **PHASED CONSTRUCTION**

The project will be completed in three phases as shown in the Construction Drawings.

16. **BID SCHEDULE**

The CONTRACTOR'S Bid Proposal shall include his/her bid to complete all work identified in the Contract Documents on the Bid Schedule of Items and Prices, including the Base Bid Schedules and all Additive Alternate Bids as follows:

- **Base Bid Schedule A** – Includes all work associated with Realigning Taxiway C.
- **Additive Option Bid Schedule B** – Includes all work associated with Relocating or Replacing Existing Runway Lighted Signs and Updating Runway Designations. This bid schedule also includes work associated with relocating the hold bars for Runway 3/21.
- **Additive Option Bid Schedule C** – Includes all work associated with Relocating Wind Cones and Segmented Circle.

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Low bidder will be determined by the total of the Base Bid Schedule and any Additive Option bid schedules selected by the OWNER, dependent upon available funding.

17. TIME OF COMPLETION

The Contract for the Work shall be substantially complete within 48 calendar days from the date as set forth in the Notice to Proceed. Contract Time shall start three (3) working days from the date of issuance of the Notice to Proceed. The time for completion shall include the time necessary to order and procure materials. The CONTRACTOR may not begin actual field installation of work until CONTRACTOR can demonstrate that all materials are available and weather conditions will allow completion of all work. CONTRACTOR is specifically referred to Section P-401, Plant Mix Bituminous Pavements whereby the mix designs must be approved prior to starting construction. The intent is to reduce the impact to airport operations and field engineering time. The CONTRACTOR shall present and update their project schedule prior to field installations, to ensure progressive completion.

18. LIQUIDATED DAMAGES

The CONTRACTOR agrees to pay, as liquidated damages, the sum of One Thousand, Five Hundred Dollars (\$1,500.00) plus any alternate bids for each consecutive calendar day thereafter that the Work remains uncompleted for the project.

19. AVAILABILITY OF EXISTING BASE AND SURFACING AGGREGATE FOR REUSE

Suitable material excavated during the project may be used in embankments outside of the pavement section with prior approval of the ENGINEER and OWNER. The existing section is comprised of a mix of crushed aggregate base and subbase courses. Review boring logs for actual availability for reuse.

20. CONTRACTOR QUALITY CONTROL PROGRAM

The CONTRACTOR is directed to the FAA General Conditions and Technical Specifications which require a detailed and stringent quality control plan, program, and testing process. This program is to be accomplished independently of the OWNER'S/ENGINEER'S Quality Assurance requirements.

21. AIRPORT OPERATIONS

The Battle Mountain Airport is a continuous operations airport of arrivals and departures of BLM firefighting aircraft and unscheduled takeoffs and arrivals of general aviation aircraft. Taxiway C will be closed during Phases 1 and 2, while Runway 12-30 will be closed during Phase 2 and Runway 3-21 will be closed during Phase 3.

Traffic NOTAMs are required to be in place for all runway closures as directed in the Safety Plan. The CONTRACTOR shall notify the ENGINEER and OWNER a minimum of three (3) working days prior to any runway closure. Entering or crossing an active runway and taxiway shall only be allowed with authorization from the OWNER designated escort.

22. PROJECT ACCESS

Access to the work area shall be from gate(s) to be designated by the OWNER. The primary construction access gate for all vehicles will be the manual gate located northwest of the main gate on Battle Mountain Airport Road. The Contractor will be responsible for providing a lock and chain to secure the gate outside of working hours. Access using the main gate will not be allowed. Access into the site from points other than those designated shall be prohibited unless approved by the OWNER. See the General Plan for access to the project site. All active pavement crossings shall be protected with full width steel plates.

The CONTRACTOR shall be solely responsible for, and bear all costs associated with the maintenance and dust control of access roads and all work areas during construction including any areas shut down (for winter or otherwise).

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23. WAGE RATES

This project includes Federal funds and is subject to the Federal Davis-Bacon and related acts. The CONTRACTOR and every subcontractor on the project must pay the higher of the federal prevailing wage rates or the Nevada State Prevailing Wage Rates for the project. The performance of any part of this contract shall be in accordance with the provisions of Chapter 338 of Nevada State Law and the Federal requirements outlined in Section 3, Federal Contract Clauses, included in this specification. The rules and regulations of the Nevada Office of the Labor Commission and the schedule of prevailing wage rates for the locality or localities where this contract will be performed are as determined by Nevada Office of the Labor Commission.

Federal Davis-Bacon and State of Nevada Prevailing Wage Rates are applicable for this project. In as much as the CONTRACTOR will be held responsible for paying the prevailing wages, it is imperative that all CONTRACTORS and all Subcontractors familiarize themselves with the classifications and current wage rates before submitting Bids based on these specifications. The Contractor and all Subcontractors are responsible for determining that the employees performing work on this job fall within one or more of the classifications listed on the attached Federal Wage Determination. If a classification is missing from the Wage Determination the Contractor MUST advise the engineer and initiate a request for approval of a proposed wage and benefit rate. The CONTRACTOR is responsible for any additional wages required as part of the wage rate conformance including subconsultants. Failure to notify the Engineer of missing classifications will not be cause for consideration for additional compensation.

All Certified Payrolls must be received with 10 days of the payroll date for each week in which work was performed. For those weeks where no work was performed a No Work Performed (NWP) notice must be received within 10 of the week ending. Payments will not be made unless all Certified Payrolls or NWP have been received from the Contractor and subcontractors.

Bidders shall include in the Bid any filing fees required to comply with the applicable labor laws.

24. SUBCONTRACTS PROVIDED TO ENGINEER

As per Section 80 of the FAA General Provisions the Contractor shall provide copies of all subcontracts to the Engineer. All Federal Clauses identified in Section 4 **must** be included verbatim in subcontracts. Including by reference only is not acceptable.

25. PERMITS, FEES, AND TAXES

The CONTRACTOR shall be responsible for all associated costs for permits, taxes, connection fees, utility addition and relocation fees, water costs, and inspection fees assessed by the State, County, or City and other private and public utilities required in the construction of the project.

26. CONTRACTORS USE OF MACHINE/COMPUTER CONTROLLED GRADE SETTING EQUIPMENT

CONTRACTOR shall refer to Section 2 - FAA General Provisions, Subsection 50-06 and Section 3 - Owners General Conditions, Subsection 350-06 regarding the use of Engineer provided electronic media for machine/computer controlled grade setting equipment use. Electronic Media will not be provided for reuse.

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27. GEOTECHNICAL STUDIES

A geotechnical study was prepared for this project. The boring logs are included in Appendix A. The CONTRACTOR shall be responsible to familiarize themselves with this study and the existing site conditions in preparation of their bid proposal.

28. WATER FOR CONSTRUCTION

CONTRACTOR shall refer to Section 3 – Owners General Conditions, Subsection 3.70.02 regarding water for construction

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BID PROPOSAL

Proposal of Road And Highway Builders, LLC. (hereinafter called "Bidder"), organized and existing under the laws of the State of Nevada, doing business as
* A Corporation.

To Lander County, Nevada (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids for the **Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators Project**, having examined the Drawings and Specifications with related documents and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies and to complete the Work in accordance with the Contract Documents within the time set forth therein. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this is a part.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder agrees that the Work will be substantially completed within the time identified in the Instruction for Bidders after the date when the Contract Time commences to run.

The Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work on time.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

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BID PROPOSAL (CONTINUED)

BID SCHEDULE OF ITEMS AND PRICES

The bidder agrees to perform all work described in accordance with the Contract Documents, Specifications and as shown on the Plans for the following unit prices. Unit prices for all items, all extensions, and the total amount of the Bid shall be shown.

PROJECT TITLE: Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators

CONTRACTOR NAME: Road and Highway Builders, LLC.

BASE BID SCHEDULE A – REALIGN TAXIWAY C

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-100-5.1	Contractor Quality Control	1	LS	\$50,000 ⁰⁰	\$50,000 ⁰⁰
2.	P-101-5.1	Pavement Saw Cutting	196	LF	\$18.00	\$3,528.00
3.	P-101-5.2	Removal of Existing Asphalt Pavement by Milling	4,674	SY	\$18 ⁰⁰	\$84,132 ⁰⁰
4.	P-101-5.3	Removal of Existing Pavement Markings	144	SF	\$10.00	\$1,440.00
5.	P-102-3.1	Mobilization/Demobilization	1	LS	\$58,533 ⁰⁰	\$58,533 ⁰⁰
6.	P-103-4.1	Airport Safety and Security	1	LS	\$40,000.00	\$40,000.00
7.	P-151-4.1	Clearing	4.37	AC	\$5,000.00	\$21,850.00
8.	P-152-4.1	Unclassified Excavation Placed in Embankment	1,268	CY	\$80.00	\$101,440.00
9.	P-152-4.2	Unclassified Excavation Placed in On-Site Storage Area	2,921	CY	\$80.00	\$233,680.00
10.	P-152-4.3	Unsuitable Overdepth Excavation	200	CY	\$140.00	\$28,000.00
11.	P-154-5.1	Subbase Course	1,908	CY	\$100.00	\$190,800.00
12.	P-156-5.1	Storm Water Pollution Prevention Plan and Control Measures	1	LS	\$5,000.00	\$5,000.00
13.	P-209-5.1	Crushed Aggregate Base Course	818	CY	\$150.00	\$122,700.00
14.	P-401-8.1.1	Bituminous Course	1,141	TON	\$240.00	\$273,840.00
15.	P-620-5.1	Yellow Temporary Painting without Glass Beads	605	SF	\$2.00	\$1,210.00
16.	P-620-5.2	Yellow Painting with Glass Beads	605	SF	\$5.00	\$3,025.00
17.	T-901-5.1	Seeding	3.69	AC	\$6,000.00	\$22,140.00
18.	L-108-5.1	L-824, Type C, 1/C #8, 5kV Cable, Installed in Conduit or Duct Bank	422	LF	\$5.00	\$2,110.00
19.	L-108-5.2	#6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench or Above Conduit	205	LF	\$5.00	\$1,025.00
20.	L-110-5.1	Single-way 2" Conduit, Direct Buried	205	LF	\$10.00	\$2,050.00
21.	L-110-5.2	Multi-way 2-2" Conduit, Concrete Encased	160	LF	\$40.00	\$6,400.00

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BID PROPOSAL (CONTINUED)

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
22.	L-853-4.1	New Elevated Retroreflective Taxiway Marker	24	EA	\$100.00	\$2,400.00
23.	L-858-5.1	New LED L-858(L) Two Module System Guidance Sign on New Sign Base	1	EA	\$5,000.00	\$5,000.00
BASE BID SCHEDULE A SUBTOTAL						\$1,260,303.00

ADDITIVE OPTION SCHEDULE B – RELOCATE/REPLACE RUNWAY SIGNS AND CHANGE RUNWAY DESIGNATORS

Item No.	FAA Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-101-5.3	Removal of Existing Pavement Markings	16,175	SF	\$1.00	\$16,175.00
2.	P-102-3.1	Mobilization/Demobilization	1	LS	\$3,378.00	\$3,378.00
3.	P-103-4.1	Airport Safety and Security	1	LS	\$30,000.00	\$30,000.00
4.	P-620-5.1	Yellow Temporary Painting without Glass Beads	1,153	SF	\$2.00	\$2,306.00
5.	P-620-5.2	Yellow Painting with Glass Beads	1,153	SF	\$5.00	\$5,765.00
6.	P-620-5.3	White Temporary Painting without Glass Beads	3,801	SF	\$2.00	\$7,602.00
7.	P-620-5.4	White Painting with Glass Beads	3,801	SF	\$5.00	\$19,005.00
8.	L-108-5.1	L-824, Type C, 1/C #8, 5kV Cable, Installed in Conduit or Duct Bank	1,370	LF	\$5.00	\$6,850.00
9.	L-108-5.2	#6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench or Above Conduit	270	LF	\$5.00	\$1,350.00
10.	L-110-5.1	Single-way 2" Conduit, Direct Buried	270	LF	\$10.00	\$2,700.00
11.	L-858-5.1	New LED L-858(L) Two Module System Guidance Sign on New Sign Base	2	EA	\$5,000.00	\$10,000.00
12.	L-858-5.2	New LED L-858(L) Two Module System Guidance Sign, Installed on Existing Base	1	EA	\$4,000.000	\$4,000.00
13.	L-858-5.3	New LED L-858(L) Three Module System Guidance Sign on New Sign Base	2	EA	\$6,000.00	\$12,000.00
14.	L-858-5.4	New LED L-858(L) Three Module System Guidance Sign, Installed on Existing Base	2	EA	\$5,000.00	\$10,000.00
ADDITIVE OPTION SCHEDULE B SUBTOTAL						\$131,131.00

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BID PROPOSAL (CONTINUED)

ADDITIVE OPTION SCHEDULE C – RELOCATE WIND CONES AND SEGMENTED CIRCLE

Item No.	FAA Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-101-5.4	Removal, Refurbishing, and Relocation of Segmented Circle	1	LS	\$5,000.00	\$5,000.00
2.	P-102-3.1	Mobilization/Demobilization	1	LS	\$5,000.00	\$5,000.00
3.	P-103-4.1	Airport Safety and Security	1	LS	\$5,000.00	\$5,000.00
4.	L-107-5.1	Type L-807, Style I-A, Size 2 Wind Cone and Foundation, in Place and Operational	1	EA	\$12,000.00	\$12,000.00
5.	L-107-5.2	Type L-807, Style II, Size 1 Wind Cone and Foundation, in Place and Operational	2	EA	\$8,000.00	\$16,000.00
ADDITIVE OPTION SCHEDULE C SUBTOTAL						\$43,000⁰⁰

BASE BID SCHEDULE A SUBTOTAL \$1,260,303⁰⁰
ADDITIVE OPTION SCHEDULE B SUBTOTAL \$131,131⁰⁰
ADDITIVE OPTION SCHEDULE C SUBTOTAL \$43,000⁰⁰
TOTAL PROJECT COST \$1,434,434⁰⁰

The undersigned acknowledges receipt of the following addenda:

Addendum No. One Date: 4/23/2018

Addendum No. Two Date: 4/25/2018

Addendum No. Three Date: 4/26/2018

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

BID PROPOSAL (CONTINUED)

NOTICE TO ALL BIDDERS

To report rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

2 CFR Part 180 & 2 CFR Part 1200

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

49 CFR Part 20 Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

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Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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BID PROPOSAL (CONTINUED)

this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) May 1, 2018

BIDDERS SIGNATURE 

TYPED NAME AND TITLE Richard H. Buenting

COMPANY NAME Road and Highway Builders, LLC.

MAILING ADDRESS PO Box 70846 Reno, NV. 89570

TELEPHONE (775) 852-7283

CONTRACTOR'S REVENUE TAX NUMBER 88-044-2494

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and office where project will be administered:
Road and Highway Builders, LLC.
175 Salomon Circle Suite 103
Sparks, NV. 89434
2. List two or more construction projects similar in size and scope to this project that your company has completed within the past 3 years. Provide the following:
 - a. Project Name: ELY AIRPORT - YELLAND FIELD (3-32-0006-2015)
 - b. Owner Name: WHITE PINE COUNTY 801 CLARK ST. ELY NV. 89301 (775) 293-6562
 - c. Owner Contact: CHRIS NOCKS (970) 773-3549
 - d. Total Contract Amount: \$1,990,000.00
 - e. Project Duration: 90 CALENDAR DAYS
 - f. Project Superintendent: CLINT MADSEN
 - a. Project Name: ELY AIRPORT - YELLAND FIELD (3-32-0006-020-2016)
 - b. Owner Name: WHITE PINE COUNTY 801 CLARK ST. ELY NV. 89301 (775) 293-6562
 - c. Owner Contact: CHRIS NOCKS (970) 773-3549
 - d. Total Contract Amount: \$2,470,000.00
 - e. Project Duration: 90 CALENDAR DAYS
 - f. Project Superintendent: CLINT MADSEN
 - a. Project Name: ELKO REGIONAL AIRPORT (3-32-0005-048)
 - b. Owner Name: CITY OF ELKO 1751 COLLEGE AVE. ELKO NV. 89801 (775) 777-7194
 - c. Owner Contact: CURTIS CALDER (775) 777-7111
 - d. Total Contract Amount: \$2,383,383.00
 - e. Project Duration: 30 CALENDAR DAYS
 - f. Project Superintendent: STEVE HAWKINS

Note: All contact information shall be verified by the CONTRACTOR to be current and correct. This information shall include: the OWNER's name, address, phone number, the OWNER's representative, who has working knowledge of the project, their name and phone number.

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Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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3. List any projects involving your company that have involved litigation, threatened litigation, or negotiated settlements due to quality of work, contract time or other noncompliance with plans and specifications.

None

4. Provide the background and experience of the key members of your organization and staff to be assigned to the Project:

Colin Maher - See attached resume

Clint Madsen - See attached resume

Steve Southern - See attached resume

5. In order to submit a Bid, the Bidder shall be licensed by the Nevada State Contractors' Board pursuant to Nevada Revised Statutes (NRS) Chapter 624 to perform the type of work required in the contract.

Nevada Contractors License: A General Engineering No. 49939

6. Equipment: Please list below the major pieces of equipment (owned and rented) you will commit specifically to this project. Please provide specific details. Use additional sheets if necessary.

# of Units	Description	Rented or Owned	Size/Capacity
1	CAT MOTOR GRADER	OWNED	14
2	CAT STEEL ROLLERS	OWNED	634
1	CAT PAVER	OWNED	1055
1	RUBBER TIRE ROLLER	OWNED	PS360
1	SHUTTLE BUGGY	OWNED	2500
1	DISTRIBUTOR TRUCK	OWNED	2500 GALLON
1	CAT LOADER	OWNED	966
1	WATER TRUCK	OWNED	2000 GALLON

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STATEMENT OF BIDDER'S PRE-QUALIFICATIONS (Continued)

The undersigned, as a duly authorized representative of the CONTRACTOR, certifies that the information provided in this Prequalification Form is accurate as reported.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement.

Dated at April this 27th day of 2018.

(NAME OF BIDDER) Road and Highway Builders, LLC.

By: Richard H. Buenting

Title: President

State of NEVADA)

) ss.

County of WASCOE)

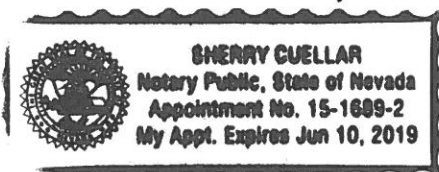
Richard H. Buenting being duly sworn deposes and says that he is PRESIDENT of ROAD AND HIGHWAY BUILDERS, LLC. (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 27th day of April.

(Notary Public) Sherry Cuellar

State of NEVADA

My Commission Expires June 10, 2019



DISADVANTAGED BUSINESS ENTERPRISES

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Lander County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment. The prime CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the recipient. Delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the recipient. This clause applies to both DBE and non-DBE subcontractors.

Documentation. The following documentation shall be submitted as directed below:

- ***Letter of Intent for DBE Participation – Submit prior to Notice of Award***

Lander County, Nevada
 BATTLE MOUNTAIN AIRPORT
 Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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SUBCONTRACTOR LIST
(TO BE SUBMITTED WITH BID)

Bidders are required to list the name of the **prime contractor** and **all first tier subcontractors** who will provide labor or a portion of the work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding **1 percent** of the prime contractor's total bid or **\$50,000**, whichever is greater. Bidders shall also provide a description of the labor or portion of work to be provided by the prime contractor and all first tier subcontractors as well as the estimated percent of total bid. Failure to complete this list pursuant to Nevada Revised Statute (NRS) 338.141 will result in your bid being non-responsive and therefore void.

The bidder acknowledges that the **prime contractor** will perform all work other than that being performed by a first-tier subcontractor listed below.

Road and Highway Builders, LLC. <hr/> Prime Contractor	All other Work <hr/> Portion of Work	<hr/> 92 % of Total Bid
NEVADA BARRICADE + SIGN COMPANY <hr/> Subcontractor	STRIPING <hr/> Portion of Work	<hr/> 4 % of Total Bid
SILVER SABLE ELECTRIC <hr/> Subcontractor	ELECTRICAL <hr/> Portion of Work	<hr/> 4 % of Total Bid
<hr/> Subcontractor	<hr/> Portion of Work	<hr/> % of Total Bid
<hr/> Subcontractor	<hr/> Portion of Work	<hr/> % of Total Bid
<hr/> Subcontractor	<hr/> Portion of Work	<hr/> % of Total Bid
<hr/> Subcontractor	<hr/> Portion of Work	<hr/> % of Total Bid
<hr/> Subcontractor	<hr/> Portion of Work	<hr/> % of Total Bid
<hr/> Subcontractor	<hr/> Portion of Work	<hr/> % of Total Bid

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX
DELINQUENCY AND FELONY CONVICTIONS**
(TO BE SUBMITTED WITH BID)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☒) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the owner, who will then notify the faa airports district office, which will then notify the agency's sdo to facilitate completion of the required considerations before award decisions are made.

Term definitions

Felony conviction: felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any federal law and includes conviction of an offense defined in a section of the u.s. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 u.s.c. § 3559.

Tax Delinquency: a tax delinquency is any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

BUY AMERICAN CERTIFICATION
(TO BE SUBMITTED WITH BID)

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy American Certification shall be rejected as nonresponsive.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing US domestic product
 - To furnish US domestic product for any waiver request that the FAA rejects
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

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Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators
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Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

5/1/2018

Date

Signature Richard H. Buenting

Road and Highway Builders, LLC.

President

Company Name

Title

TRADE RESTRICTION CERTIFICATION
(TO BE SUBMITTED WITH BID)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

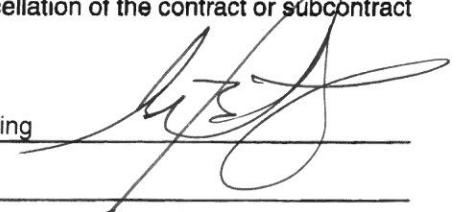
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

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

By: Richard H. Buening 
Title: President
Company Road and Highway Builders, LLC.

ADDENDUM NO. ONE

Date: April 23, 2018

**PROJECT TITLE: BATTLE MOUNTAIN AIRPORT
FAA AIP PROJECT NO. 3-32-0001-026/027-2018
FY 2018 REALIGN TAXIWAY C, RELOCATE WIND
CONES, HOLD BARS, SIGNS, AND CHANGE RUNWAY
DESIGNATORS**

OWNER: Lander County, NV

ENGINEER: J-U-B Engineers, Inc.
250 S. Beechwood Ave., Suite 201
Boise, Idaho, 83709
(208) 376-7330
Attn: Tom Lemenager

BID OPENING: Bids will be SUBMITTED for the FY 2018 Airport Improvements to Battle Mountain Airport – Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators, Battle Mountain, Nevada at the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820 until **4:00 p.m.** local time, **May 1, 2018**. Bids will be collected and opened publicly at that time.

The Contract Documents for the project identified above, dated April 2018, are amended as follows and additional information is provided to clarify the Contract Documents. No change has been made to the date or time of the bid opening.

PROJECT BIDDING AND CONTRACT DOCUMENTS:

1. **Contract Documents, Section 7 – Specifications for Construction, Item P-101 Surface Preparation.** Please insert the attached page, numbered P-101-1, behind Page P-100-6 and in front of page P-101-2
2. **Contract Documents, Section 7 – Specifications for Construction, Item L-108 Underground Power Cable for Airports – 108-5.1.** Insert the following text after the first paragraph:

“Payment will be made under:

Item L-108-5.1 L-824, Type C, 1/C, #8, 5 kV Cable, Installed in Conduit or Duct Bank – per linear foot

Item L-108-5.2 #6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench or Above Conduit – per linear foot”

3. **Contract Documents, Section 7 – Specifications for Construction, Item L-115 Electrical Manholes and Junction Structures – 115-4.1** – Delete the first two sentences and replace them with the following text: “Electrical manholes and junction structures shall not be measured but shall be considered incidental to the relocation of the lighted wind cone (Pay Item L-107-5.1). The following additional items are specifically included with this item, which are also incidental to the relocation of the lighted wind cone.”
4. **Contract Documents, Section 7 – Specifications for Construction, Item L-115 Electrical Manholes and Junction Structures – 115-5.1** – Delete the existing text in this section and replace it with the following text: “No direct payment will be made for electrical manholes and junction structures, including electrical hand holes. This item and all associated work to complete it per the project plans shall be considered incidental to the relocation of the lighted wind cone (Pay Item L-107-5.1).”

END OF ADDENDUM

ITEM P-101 SURFACE PREPARATION

DESCRIPTION

101-1.1. This item shall consist of pavement saw cutting, removal of existing pavement, pavement marking removal, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable drawings.

EQUIPMENT

101-2.1. All equipment shall be specified hereinafter or as approved by the Engineer. The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1. PAVEMENT SAW CUTTING. Where indicated on the plans, existing asphalt and concrete to be removed shall be saw cut by a device capable of making a neat, straight, smooth and vertical cut without damaging adjacent pavement that is not to be removed. The Engineer's decision as to the acceptability of the cutting device and manner of operation will be final. Pavement saw cutting shall be required at match lines to existing pavement that is to remain.

101-3.2. REMOVAL OF EXISTING ASPHALT PAVEMENT BY MILLING. Existing pavement to be removed shall be milled full-depth. The millings shall be used for shouldering to the limits shown in the plans. The remaining millings shall be stockpiled at a location on the airport as directed by the Engineer. Grading shall be done in a uniform manner that promotes positive drainage. Compaction of the millings shall be sufficient to ensure the millings are firmly in place and stable. Stockpiled millings will not require compaction.

The milling shall be capable of cutting a vertical edge without chipping or spalling the edges of the pavement to remain. The machine shall have a positive method of controlling the depth of cut with grade control devices on both sides that will cut the surface to the grade and tolerances specified. The area to be milled is shown on plans. Any excessive area that is milled because the Contractor doesn't have the appropriate machine, or areas that are damaged because of his/her negligence, shall not be included in the measurement for payment.

A positive method of dust control shall be provided. The machine shall be capable of discharging the millings in a truck or leaving them in a defined windrow.

The amount of underlying base course removed during the milling operation shall be kept to a minimum. Contractor shall bear all costs associated with replacement of base course material removed to a depth in excess of 1/4" below the bottom of asphalt. Milling shall be controlled to create a uniform product with a maximum size of the millings four inches or less.

101-3.3 REMOVAL OF EXISTING PAVEMENT MARKING. All paint indicated to be removed on the drawings or as directed by the Engineer shall be removed from the surface of the existing pavement. High-pressure water or sandblasting shall be used. Methods used shall not cause major damage to the pavement. Major damage is defined as changing the properties of the pavement or removing pavement over 1/8 in deep. No material shall be deposited on the runway shoulders. All waste generated from paint removal shall be collected and legally disposed of offsite. Chemicals, heater scarifiers, and cold milling shall not be used. Pavement shall be entirely cleaned of debris from paint removal area. A Bituminous Tack Coat fog seal shall be placed over the paint removal area prior to remarking. The Bituminous Tack Coat shall meet the requirements of Item P-603 Bituminous Tack Coat.

101-3.4 REMOVAL, REFURBISHING, AND RELOCATION OF SEGMENTED CIRCLE. The existing segmented circle barrels shall be removed from the current lighted wind cone location with care to prevent damage. The existing segmented circle location shall be cleaned and graded as necessary following removal operations. The existing segmented circle barrels shall be sandblasted to provide a clean surface free of flaking paint or other imperfections that may prevent new paint from adhering. Once the surface is clean and dry, place one coat of priming paint and allow to dry. Priming paint shall be a high solids alkyd primer per Society for Protective Coatings

**BATTLE MOUNTAIN AIRPORT
BATTLE MOUNTAIN, NEVADA
PRE-BID CONFERENCE MINUTES
Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs,
and Change Runway Designators
AIP NO. 3-32-0001-027-2018
3:00 P.M., April 19, 2018**

Introductions and sign attendance list.

Pre-bid conference is an opportunity to discuss the project scope and contract issues, answer questions, and look at the site.

I. ADMINISTRATION

A. Scope of Project Work

1. The project has been advertised three time in both the "Reno Gazette" & the "Salt Lake City Tribune" (April 2nd, April 9th, and April 16th).
2. The project consists of three Bid Schedules:
 - a. **Base Bid Schedule A** – Realign Taxiway C
 - b. **Additive Option Schedule B** – Relocate/Replace Runway Signs and Change Runway Designators
 - c. **Additive Option Schedule C** – Relocate Wind Cones and Segmented Circle
3. Bidders must submit a sealed bid with all required documentation. A single award will be made.
4. Funding Source: FAA (93.75%), Lander County (6.25%)
5. Project is subject to Federal (Davis-Bacon) wage rates, State of Nevada Prevailing Wage Rates, and Federal DBE requirements (1.56% race neutral) and other FAA criteria. Particular emphasis is placed on quality control and quality control documentation.

B. Overall Schedule, Target Dates

1. Bid Opening: Bids will be accepted until 4:00 p.m. local time, May 1, 2018 at the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820. Late bids will not be accepted.
2. At that time, Bids will be opened, read aloud and reviewed by Engineer prior to award.
3. Award of contract is contingent on the City receiving a FAA grant. The Notice of Award becomes effective once the Owner has received and executes a FAA grant. Award is anticipated within 120 days of the bid opening.

When the project is awarded the Agreement will be forwarded to the Contractor. Contractor then has 15 days to sign and return the Agreement.

4. Notice to Proceed will be issued at the Pre-Construction Conference that is anticipated to occur one week prior to start of construction. Issuance of the Notice to Proceed is subject to FAA grant availability, contract finalization and Pre-Construction Conference.
5. The "effective date" of the Notice to Proceed will establish the date that Contract Times will commence to run. The Owner intends to issue the Notice to Proceed to the Contractors to commence construction in early September 2018 after Labor Day.

C. Construction phasing.

Phase	Description	Completion Limit	Liquidated Damages per Calendar Day
1	Phase 1 – Realign Taxiway C	24 Calendar Days	\$1,500
2	Phase 2 – Replace Signs and Designators on Runway 12-30	12 Calendar Days	\$1,500
3	Phase 3 – Relocate Signs, Relocate Wind Cones and Designators on Runway 3-21	12 Calendar Days	\$1,500

- A. Phase 1A:** Phase 1A consists of Taxiway C realignment outside of the Runway 12-30 Runway Safety Area (RSA) to the completion of the base course. This section will be paved and marked as part of Phase 2.

The work tasks of Phase 1 must be completed as shown on the Operation and Safety Plan sheet of the Project Drawings. The Contractor shall be restricted to the access routes as shown on the Project Drawings. Construction activities associated with Phase 1 on-site work shall not begin until the Contractor completes the following:

- Participates in the Preconstruction Conference.
- Confirms their intent to begin construction 48 hours in advance.
- Submits Safety Plan Compliance Document (SPCD) to Engineer and receives approval.

Construction activities to be completed during Phase 1 shall meet the requirements of this section and as shown on the Project Drawings. These items include, but are not limited to the following:

- Airport Issue Closure NOTAM for Taxiway C
- Place Closure Barricades
- Remove Existing Asphalt
- Excavate Existing Embankment

- Place New Embankment
- Place and Compact Subbase Course
- Install and Prepare Base Course

The Contractors and their respective subcontractors shall complete Phase 1 in 24 calendar days (Monday 7 a.m. to Friday 5 p.m.). In the event Phase 1 is not complete within the stated time, the Contractor shall be assessed liquidated damages of \$1,500 per each day of delay to the completion of the work.

Prior to the removal of barricades, a substantial completion inspection shall be conducted for Phase 1. The Engineer will identify any deficient items to be completed or corrected by the Contractor. All such "punch list" items must be completed within the time limit specified for Phase 1 or the Contractor shall be assessed liquidated damages as indicated above. The Contractor shall be responsible to indicate any work items that cannot be complete within the Contract Times.

- B. Phase 2:** Phase 2 shall consist of Taxiway C relocation inside the Runway 12-30 Runway Safety Area (RSA) as well as asphalt paving and pavement marking for the entire Taxiway C realignment. The existing runway designation markings and signage for Runway 12-30 will also be updated as part of this phase. Runway 12-30 will be closed during this phase of work.

The work tasks of Phase 2 must be completed as shown on the Operation and Safety Plan sheet of the Project Drawings. The Contractor shall be restricted to the access routes as shown on the Project Drawings. Construction activities associated with Phase 2 on-site work shall not begin until the Contractor completes the following:

- Completes Phase 1
- Confirms their intent to begin construction 48 hours in advance.

Construction activities to be completed during Phase 2 shall meet the requirements of this section and as shown on the Project Drawings. These items include, but are not limited to the following:

- Airport Issues Closure NOTAM for Runway 12-30
- Place Closure Barricades and Closure X's
- Remove Existing Asphalt within RSA
- Excavate Existing Embankment within RSA
- Update Runway 12-30 Signage for New Designations
- Remove Existing Runway Designation Marking and Mark with Updated Designations
- Place New Embankment within RSA
- Place Subbase Course within RSA
- Install and Prepare Base Course within RSA
- Asphalt Paving
- Install Gravel Shoulders
- Place Temporary Pavement Marking (Without Beads)
- Remove Barricades and Closure X's – Open Runway 12-30 and Taxiway C

The Contractors and their respective subcontractors shall complete Phase 2 in 12 calendar days (Monday 7 a.m. to Friday 5 p.m.). In the event Phase 2 is not complete within the stated time, the Contractor shall be assessed liquidated damages of \$2,500 per each day of delay to the completion of the work. Final pavement marking work is not included in the 12 calendar days. The Contractor will be granted 1 additional calendar day to complete final pavement markings for this phase after the 30-day waiting period referenced above.

One day before scheduled completion of Phase 2 a substantial completion inspection shall be conducted. The Engineer will identify any deficient items to be completed or corrected by the Contractor. All such "punch list" items must be completed within the time limit specified for Phase 2 or the Contractor shall be assessed liquidated damages as indicated above. The Contractor shall be responsible to indicate any work items that cannot be complete within the Contract Times.

- C. Phase 3:** Phase 3 shall consist of relocating the Lighted Wind Cone and Segmented Circle at the center of the airfield along with relocating the unlighted wind cones at each end of Runway 3-21. Phase 3 will also consist of relocating the existing runway signs and hold bars for Runway 3-21. The existing runway designation markings and signage for Runway 3-21 will also be updated as part of this phase. Runway 3-21 will be closed during this phase of work.

The work tasks of Phase 3 must be completed as shown on the Operation and Safety Plan sheet of the Project Drawings. The Contractor shall be restricted to the access routes as shown on the Project Drawings. Construction activities associated with Phase 3 on-site work shall not begin until the Contractor completes the following:

- Completes Phases 1 and 2
- Confirms their intent to begin construction 48 hours in advance.

Construction activities to be completed during Phase 3 shall meet the requirements of this section and as shown on the Project Drawings. These items include, but are not limited to the following:

- Airport Issues Closure NOTAM for Runway 3-21
- Place Closure Barricades and Closure X's
- Relocate Existing Runway 3-21 Signs and Hold Bars and Update Runway Signage for New Designations
- Remove Existing Runway Designation Marking and Mark with Updated Designations
- Place Temporary Pavement Marking (Without Beads)
- Remove Barricades and Closure X's – Open Runway 3-21
- After 30 Days – Place Final Pavement Marking (With Beads)

The Contractor and their respective subcontractors shall complete Phase 3 in 12 calendar days (Monday 7 a.m. to Friday 5 p.m.). In the event Phase 3 is not complete within the stated time, the Contractor shall be assessed liquidated damages of \$1,500 per each day of delay to the completion of the work. Final pavement marking work is not included in the 12 calendar days. The Contractor

will be granted 1 additional calendar day to complete final pavement markings for this phase after the 30-day waiting period referenced above.

Prior to the removal of barricades, a substantial completion inspection shall be conducted for Phase 3. The Engineer will identify any deficient items to be completed or corrected by the Contractor. All such "punch list" items must be completed within the time limit specified for Phase 1 or the Contractor shall be assessed liquidated damages as indicated above. The Contractor shall be responsible to indicate any work items that cannot be complete within the Contract Times.

D. Bid Schedules

1. The Bid Schedule is as identified on the Construction Layout Plan. Phasing is described on the Operation and Safety Plan sheet.

BASE BID SCHEDULE A: Realign Taxiway C

ADDITIVE OPTION SCHEDULE B: Relocate/Replace Runway Signs and Change Runway Designators

ADDITIVE OPTION SCHEDULE C: Relocate Wind Cones and Segmented Circle

2. Contractors are warned about possible deletion of work due to budget limitations. This could occur in the form of deletion of an entire schedule or line items within individual Schedules. Inadequate funding is not anticipated but always possible.

E. Bid Submittal

1. "Instruction to Bidders" discusses the Bid Form and Documents. Submit all **16** sheets of the Bidding Documents/Bid Proposal. The Bidding Documents/Bid Proposal includes the required bid forms. Failure to submit required copies of all forms, certificates, statements, lists, and requirements from this section is a non-responsive bid.
2. 5% Bid Bond or other suitable security is required.
3. No addenda issued at this time. Minutes of this meeting, plan holders list, and Addendum One will be sent out to the Planholders. Contractor must acknowledge receipt of all addenda in the bidding documents.
4. Sign bid forms appropriately, attest and seal all signatures.
5. Fill in numbers in bidding proposal, double check math.

F. Award Criteria

1. Reference Item 16, Information to Bidders

"Low bidder will be determined by the total of the Base Bid Schedule and any Additive Option bid schedules selected by the OWNER, dependent upon available funding."

2. Reference Item 10, Information to Bidders: Disadvantaged Business Enterprise:

"The Owner has a DBE race neutral goal of 1.56% in compliance with their 49 CFR Part 26 program. The goal is not a contractual obligation, however, the Owner encourages efforts by the contractor to achieve this goal. The CONTRACTOR is directed to Section 1B of the Contract Documents as well as Section 4 – Federal Clauses for additional information and DBE forms."

3. Following award and upon receipt of construction contract, Contractor(s) has 15 days to execute Agreement and submit Performance and Payment bonds, and insurance requirements. Performance and Payment Bond each in amount of 100% of contract price are due with the agreement.

G. Contractor Insurance

1. Reference Item 14, Information to Bidders: Insurance Coverage's and Limits

H. Liquidated Damages

1. Identified in Agreement as follows:

PHASE	CALENDAR DAYS	LIQUIDATED DAMAGES/DAY
1	24	\$1,500
2	12	\$1,500
3	12	\$1,500

2. The intent is that the project phase has a specific number of calendar days - NOT WORKING DAYS - for completion. Contract time limits are subject to adjustment by Change Order only.

I. Progress Payments

1. Reference Owner's Supplement to FAA General Provisions 90-06.2. "The OWNER shall, within thirty (30) days of presentation of the Application of Payment with the ENGINEER'S recommendation pay the CONTRACTOR the amount recommended."
2. Contractor prepares Pay Requests for Engineer's review and Owner's approval for payment. The Contractor is to use an approved Application for Payment form in conjunction with an itemization of pay items. Payment will be made once a month with Contractor's Application for Payment typically due near the end of the month.
3. Prior to Final Completion, progress payments will be made on 95% of the Work completed.
4. Upon final completion and acceptance of the Work in accordance with Section 90-06 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer.

II. CONSTRUCTION

A. Safety

1. Very important! Compliance with safety criteria and cooperation is expected. Safety will be one of the items that we plan to talk about during the weekly safety and coordination meetings.
2. General Requirements and information are provided in Technical Specification P-103- Airport Safety and Security which refers to the "Operational Safety on Airport During Construction"- FAA/AC 150/5370-2G that is included in the Appendix of the Contract Documents.
3. We ask that Contractors submit a Safety Plan Compliance Document 5 days prior to the Preconstruction Conference. The plan shall requirements listed in P-103.
4. Payment for safety related work is included in the P-103- Airport Safety and Security Bid Item with the bid schedule.
5. The Project Safety Officer and Airport Manager is Mr. Walt Wardell. Mr. Wardell will be responsible for making inspections to insure that the Contractor is following the recommended safety procedures. Mr. Wardell will have authority over the Contractor, Engineer, and private operations as they interface with project work and airport operations.

B. Quality Control

1. The Contractor is responsible for quality control and testing lab for quality control. The Contractor is also responsible for the acceptance testing on everything except P-401. Asphalt acceptance testing is the responsibility of the Owner. (Item P-100-Contractor Quality Control and Section 100 of the General Provisions). A Quality Control Plan must be submitted prior to production of materials.
2. Engineer's role is to monitor Contractor's quality control on Owner's behalf and conduct supplemental testing for quality control at Engineer's discretion.
3. Payment for Quality Control is noted in the bid schedule as "P-100 Contractor Quality Control".
4. Quality Control is very important and will be closely monitored and enforced. Monitoring and documenting Q.C. compliance by the Owner is required by the FAA - it is a condition of the Federal grant.
5. All test results taken by either the Contractor or Engineer's lab need to be submitted to the Engineer. Submission of test reports in a summary form is the Contractor's responsibility.

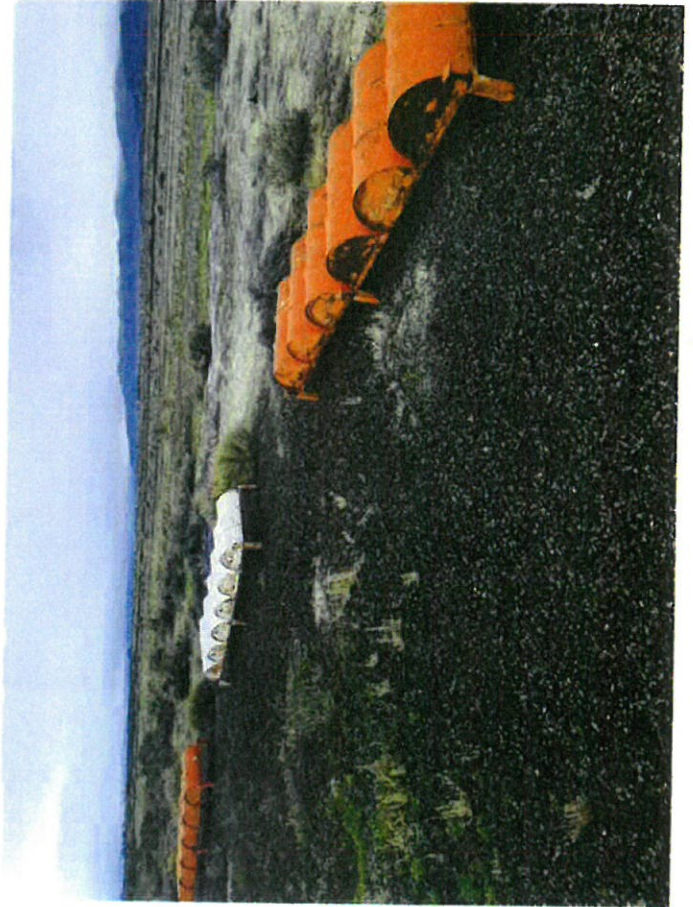
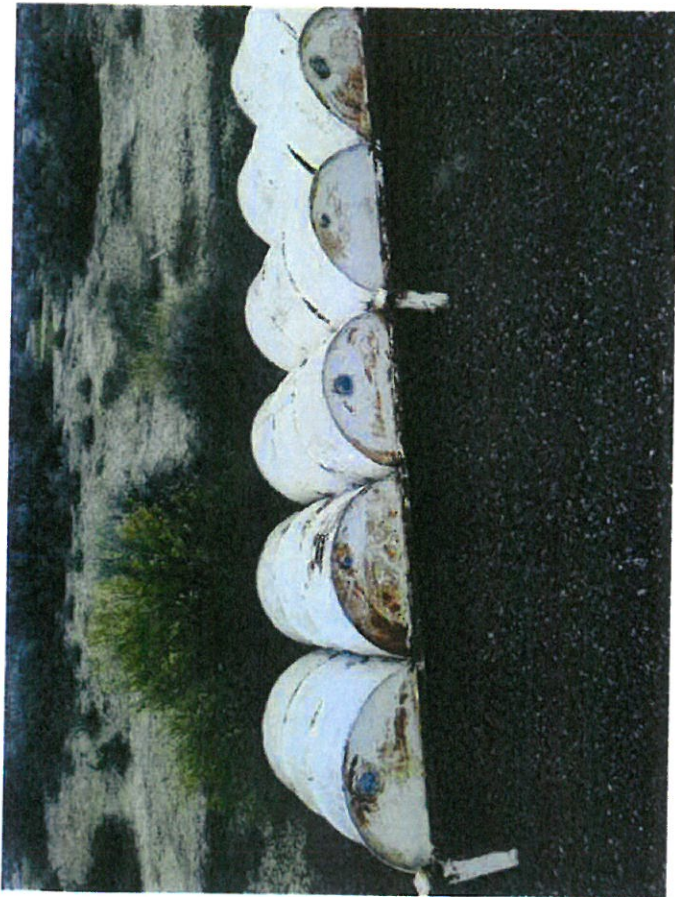
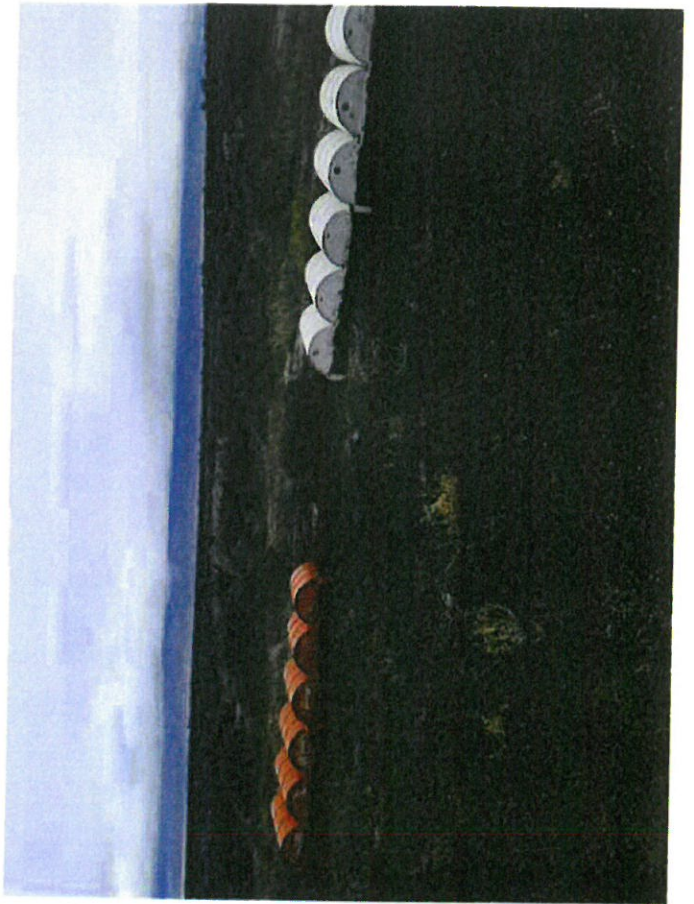
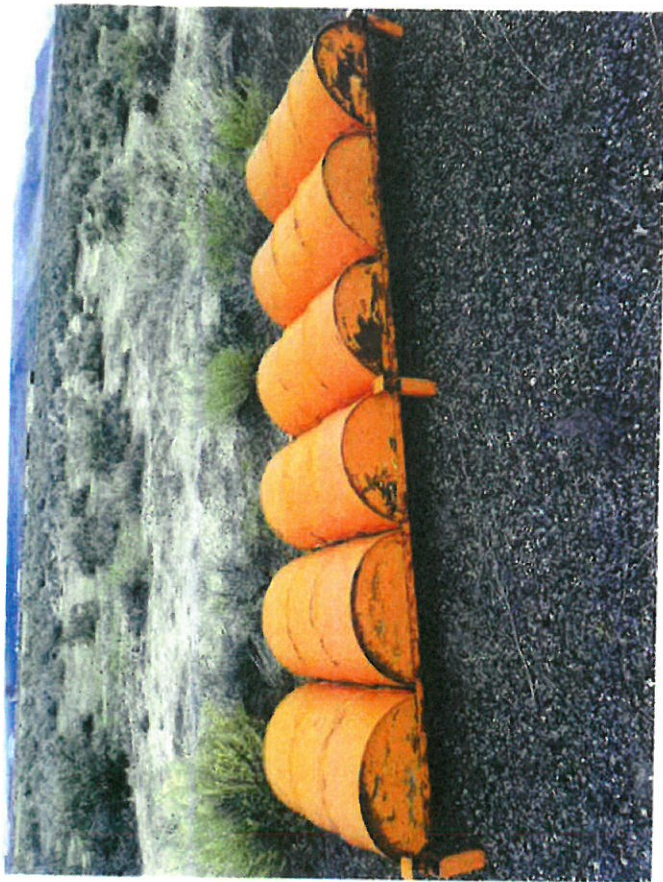
C. Special Construction Topics

1. Information concerning Contractor's staging and work areas is found in the Operational and Safety Plan- Sheet Number G-101 to G-103.

2. See General Provisions 50-06 and Owner's Supplement to the FAA General Provisions for information regarding Contractor Furnished Construction Surveying. The Engineer will provide initial control points only. Contractor's surveyor shall provide the Contractor with all other needed and required staking. Survey is incidental to other items.
3. Weekly "on-site" meetings will be held to keep all interested parties aware of progress and schedules. On-going communication is important to keep Owner, Engineer and Contractor aware of work progress and schedule.
4. Water for construction shall be available on site. See Section 3.70-02 for more information.
5. The Contractor is responsible for maintaining utility services to the Airport. We have attempted to show these utilities on the plans but these locations are approximate. Prior to construction the Contractor must check with the utility companies to determine actual utility locations. Any utilities damaged during construction must be repaired immediately. Cost of repairs is the Contractor's responsibility.
6. As per Section 80 of the FAA General Provisions the Contractor shall provide copies of all subcontracts to the Engineer.
7. Only plans holders will be sent Addendums. It is the Contractor's responsibility to ensure that they have received and acknowledged all Addendums.

D. Questions and Comments.

1. *Is the existing condition of the segmented circle barrels conducive to being refurbished and relocated as outlined in P-101-3.4? How are the barrels secured in place? Does the Engineer anticipate that concrete removal will be required?*
 - a. A field check of the barrels shows the presence of surface rust but no apparent structural damage to the barrels. See attached photos. The barrels will require sandblasting to remove rust and flaked paint, but no other significant work should be required to restore the barrels beyond the primer and painting as detailed in P-101-3.4. The barrels are held in place with pins through the frame legs as seen in the attached photos. It is unknown whether these pins are anchored in concrete. If concrete is encountered, the Contractor shall break the concrete to allow for the removal and reuse of the anchoring pins. Installation of the segmented circle barrels at the new location shall be completed in the same manner as existing installation.



LOCATION: Battle Mountain Airport

243



PLANHOLDER LIST RECIPIENTS

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Name of Project: Realign Taxiway C

Client: Lander County, NV

Bid Opening Date: 4:00 PM; May 1, 2018

Charge/Deposit: \$10.00 CD / \$50.00 Hard Copy

1

Name/Address	Phone/Fax/E-Mail	Date
David Meyer	208-376-7330	4/10/2018
J-U-B Engineers, Inc.	dmeyer@jub.com	Hard Copy

2

Name/Address	Phone/Fax/E-Mail	Date
Tom Lemenager	208-376-7330	4/10/2018
J-U-B Engineers, Inc.	tlemenager@jub.com	Hard Copy

3

Name/Address	Phone/Fax/E-Mail	Date
Michael Stutz	208-376-7330	4/10/2018
J-U-B Engineers, Inc.	mstutz@jub.com	Hard Copy

4

Name/Address	Phone/Fax/E-Mail	Date
Road & Highway Builders 175 Saloman Cir Ste # 103 Sparks, NV 89434	775-360-7468	4/10/2018
Attn: Sherry Cuellar	Sherry.Cuellar@strlco.com	Hard Copy
		50.00/CC

5

Name/Address	Phone/Fax/E-Mail	Date
Granite Construction Company 1900 Glendale Ave Sparks, NV 83431	775-358-8792	4/10/2018
Attn: Terry Long	terry.long@gcinc.com	CD
		10.00/CC

6	Name/Address	Phone/Fax/E-Mail	Date
	Phoenix Airports 3800 N Central Avenue Suite 1025, 10th Floor Phoenix, AZ 85012 Attn: Brad Davis	602-792-1060	4/10/2018 Hard Copy

7	Name/Address	Phone/Fax/E-Mail	Date
	Construct Connect Technology Parkway South, Ste 1 Norcross, GA 30092 Attn: Document Processing	800-364-2059 csullivan@isqft.com	4/11/2018 Hard Copy 50

8	Name/Address	Phone/Fax/E-Mail	Date
	Qualcon Contractors Inc 1645 Esmeralda Ave Minden, NV 89423 Attn: Pierre Ithurburu	775-782-2006 pierre@qualcongec.com	4/18/2018 10

9	Name/Address	Phone/Fax/E-Mail	Date
	Pearson Brothers Construction HC74 Box 260 Pioche, NV 89043 Attn: Nick Pearson	702-239-6047 napearson06@yahoo.com	4/18/2018 10.00/CD

10	Name/Address	Phone/Fax/E-Mail	Date
	C.R. Drake & Sons, Inc. 109 E. 4th Street, P.O. Box 1040 Winnemucca, NV 89446 Contact: Cameron Drake	775-623-5033 cam@crdrake.com	4/20/2018 10.00/CD

11	Name/Address	Phone/Fax/E-Mail	Date
	ADB Safegate 977 Gahanna Parkway Columbus, OH 43230 Attn: John Nameth	614-573-8256 john.nameth@adbsafegate.com	4/23/2018

12	Name/Address	Phone/Fax/E-Mail	Date

ADDENDUM NO. TWO

Date: April 25, 2018

**PROJECT TITLE: BATTLE MOUNTAIN AIRPORT
FAA AIP PROJECT NO. 3-32-0001-026/027-2018
FY 2018 REALIGN TAXIWAY C, RELOCATE WIND
CONES, HOLD BARS, SIGNS, AND CHANGE RUNWAY
DESIGNATORS**

OWNER: Lander County, NV

ENGINEER: J-U-B Engineers, Inc.
250 S. Beechwood Ave., Suite 201
Boise, Idaho, 83709
(208) 376-7330
Attn: Tom Lemenager

BID OPENING: Bids will be SUBMITTED for the FY 2018 Airport Improvements to Battle Mountain Airport – Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators, Battle Mountain, Nevada at the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820 until **4:00 p.m.** local time, **May 1, 2018**. Bids will be collected and opened publicly at that time.

The Contract Documents for the project identified above, dated April 2018, are amended as follows and additional information is provided to clarify the Contract Documents. No change has been made to the date or time of the bid opening.

PROJECT BIDDING AND CONTRACT DOCUMENTS:

1. **Project Plan Set – Sheet C-201.** Please delete this plan sheet and replace with the Revised Sheet C-201 Stamped 4/25/18 (see attached).
2. **Project Plan Set – Sheet C-501.** Please delete this plan sheet and replace with the Revised Sheet C-501 Stamped 4/25/18 (see attached).

END OF ADDENDUM



JUB ENGINEERS, INC.
250 S. Beechwood Ave.
Suite 201
Boise, ID 83709-0944
Phone: 208.326.7330
Fax: 208.326.7336
www.jub.com



NO.	DESCRIPTION	DATE
1	DESIGN	12/18/17
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

TAXIWAY C REALIGNMENT BATTLE MOUNTAIN AIRPORT GRADING AND DRAINAGE PLAN

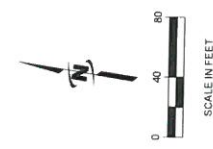
DATE: 12/18/17	BY: JUB
PROJECT: TAXIWAY C REALIGNMENT	SCALE: AS SHOWN
LOCATION: BATTLE MOUNTAIN AIRPORT	DATE: 12/18/17
PROJECT: TAXIWAY C REALIGNMENT	SCALE: AS SHOWN
LOCATION: BATTLE MOUNTAIN AIRPORT	DATE: 12/18/17

SHEET NUMBER
C-201

- NOTES:**
1. PAVEMENT MARKINGS OMITTED FOR CLARITY. SEE PAVEMENT MARKING PLAN SHEET.
 2. THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES IS SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR OR ANY OTHER PARTY DURING THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR OR ANY OTHER PARTY DURING THE CONSTRUCTION OF THIS PROJECT.
 3. RETAIN AND PROTECT EXISTING UTILITIES.
 4. CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING ALL GRADING LIMITS. AS DEPICTED BY PROPOSED CONTOURS AND DRAINAGE LIMITS. GRADING LIMITS DISTURBED SHALL BE RECLAIMED AT NO COST TO OWNER.

- KEYED NOTES:**
- 1. NEW ASPHALT PAVEMENT (P-401)
 - 2. NEW MILLINGS SHOULDER (P-152)
 - 3. MATCH EXISTING PAVEMENT
 - 4. NEW HOLD POSITION SIGN
 - 5. NEW CONCRETE ENCASED DUCT BANK SEE DETAIL ON SHEET C-202

- LEGEND**
- NEW ASPHALT PAVEMENT
 - NEW SHOULDER MILLINGS
 - EXISTING ASPHALT PAVEMENT
 - NEW CONCRETE ENCASED DUCT
 - GRADING LIMITS
 - NEW CONTOUR (1')
 - EXISTING CONTOUR (1')



CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES





NO.	DESCRIPTION	DATE
1	DESIGN	12/31/2024
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	

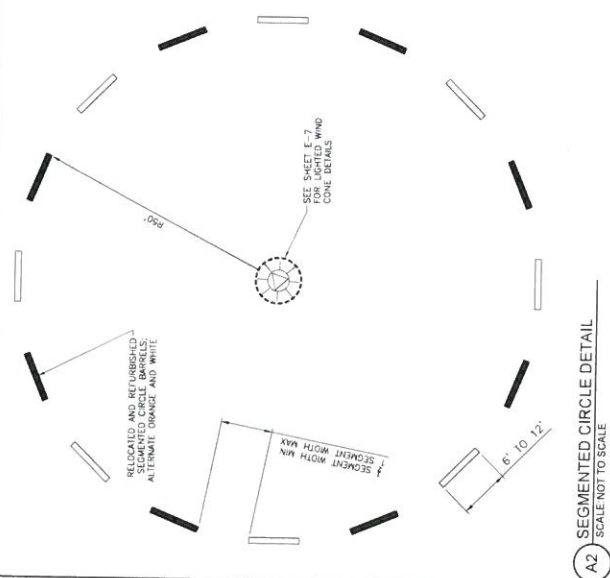
**TAXIWAY C REALIGNMENT
 BATTLE MOUNTAIN AIRPORT**

DETAILS

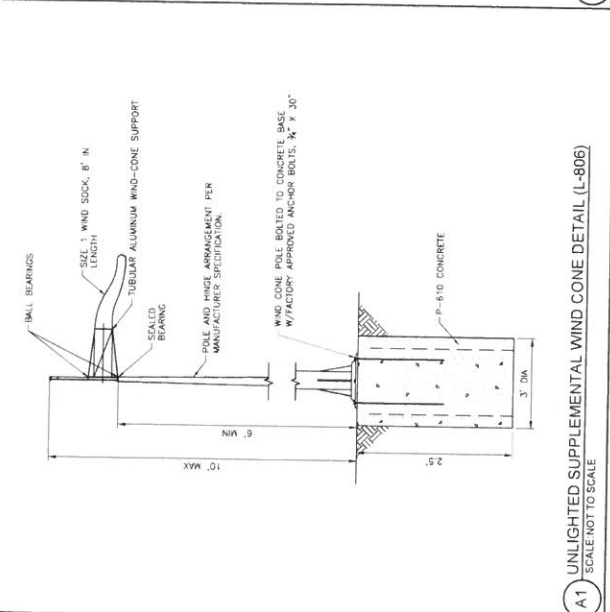
DATE: 12/31/2024	BY: JUB
CHECKED: 12/31/2024	BY: JUB
APPROVED: 12/31/2024	BY: JUB
SCALE: AS SHOWN	
PROJECT: TAXIWAY C REALIGNMENT	
SHEET NUMBER: C-501	

C-501

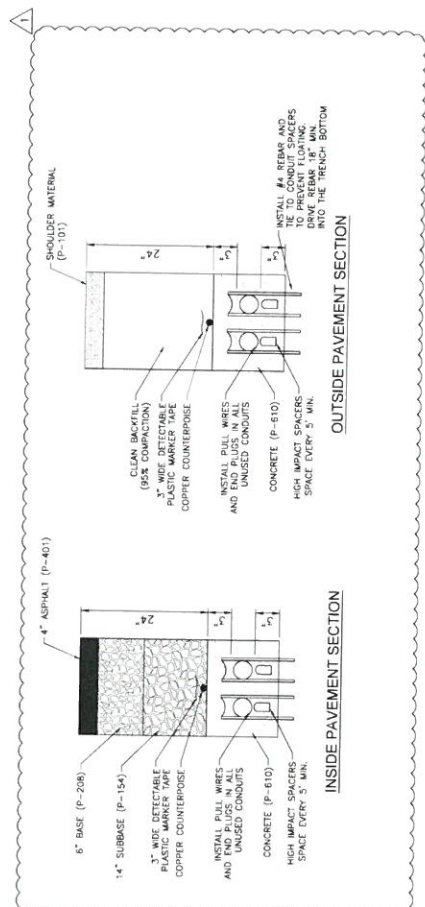
NOTES:
 CONTRACTOR IS TO USE THE EXISTING SEGMENTED CONCRETE
 BARRELS FOR RELOCATED SEGMENTED CIRCLE TIE PLAN, AND
 REPAINT.



A2 SEGMENTED CIRCLE DETAIL
 SCALE: NOT TO SCALE



A1 UNLIGHTED SUPPLEMENTAL WIND CONE DETAIL (L-806)
 SCALE: NOT TO SCALE



B1 2" PVC 2-WAY DUCT BANK
 SCALE: NOT TO SCALE

ADDENDUM NO. THREE

Date: April 26, 2018

**PROJECT TITLE: BATTLE MOUNTAIN AIRPORT
FAA AIP PROJECT NO. 3-32-0001-026/027-2018
FY 2018 REALIGN TAXIWAY C, RELOCATE WIND
CONES, HOLD BARS, SIGNS, AND CHANGE RUNWAY
DESIGNATORS**

OWNER: Lander County, NV

ENGINEER: J-U-B Engineers, Inc.
250 S. Beechwood Ave., Suite 201
Boise, Idaho, 83709
(208) 376-7330
Attn: Tom Lemenager

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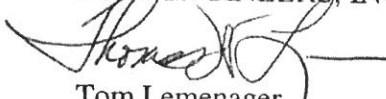
The Contract Documents for the project identified above, dated April 2018, are amended as follows and additional information is provided to clarify the Contract Documents. No change has been made to the date or time of the bid opening.

PROJECT BIDDING AND CONTRACT DOCUMENTS:

1. **Contract Documents, Section 7 – Specifications for Construction, Item L-858, Installation of LED Guidance Signs – Section 858-2.1.** Please delete and disregard the last sentence of this section, which state “The L-858(L) signs shall be as manufactured by Lumacurve, a brand of Standard Signs. www.lumacurve.com.”

This Addendum is sent by EMAIL only. Please acknowledge receipt by replying to this email to acknowledge receipt of the addendum.

J-U-B ENGINEERS, INC.



Tom Lemenager
Project Manager

END OF ADDENDUM

CLINT MADSEN SUPERINTENDENT

Qualifications

Clint brings a level of personal commitment and extensive construction knowledge and expertise to every project. He is known for his foresight in anticipating the next step on the job and the construction challenges presented. He manages the logistical challenges with great skill to ensure quality, safety, and on-time delivery of critical project tasks. Clint's experience allows him to make decisions effectively, schedule subcontractors and third party utility owners, and order materials to keep the job on track. He has a solid background and strong knowledge of all aspects of airports, utility, roadway and bridge construction projects.

Clint has experience working with designers when a project requires extensive field changes. When needed, he will provide input as to how to best make field design changes to maintain quality and keep the project schedule.

Prior to joining the RHB team Clint worked for one of the largest civil contractors in Nevada. He has managed heavy construction contracts including highways, bridges, dams and airports.

Relevant Experience

Elko Regional Airport Runway and Taxiway Rehab and Shoulder Paving \$7.8M, Road and Highway Builders, LLC.

Owner Reference: *Curtis Calder, City Manager, 775-777-7110*

Clint was the General Superintendent for this project. The Elko Regional Airport is located in Elko, Nevada. In 2015 RHB was awarded a \$7,767,767.00 contract with the City of Elko for the Runway and Taxiway Connector Rehabilitation and Shoulder Paving. The major work consisted of 100,000 square yards of cold milling, 15,000 cubic yards of Unclassified Excavation, 10,500 tons of Base, 34,000 tons of Bituminous Paving Course, 80,000 square yards of grooving and installing new lighting and electrical upgrades. Clint was responsible for the everyday construction activity. Clint was responsible for coordinating equipment and personnel between shifts and scheduling all subcontractor work. His "all around" knowledge and experience with the FAA and airport construction was instrumental in delivering this project.

Ely Airport (Yelland Field) Runway Reconstruct \$4.5M, Road and Highway Builders, LLC.

Owner Reference: *Chris Nocks, Engineer, 970-242-0101*

The Ely Airport (Yelland Field) is located in Ely, Nevada. In 2015 Road and Highway Builders (RHB) was awarded Phase 1 for the runway reconstruct in the amount of \$1,990,000.00. Then in 2016 RHB was awarded Phase 2 for \$2,470,000 which included the reconstruction of Runway 18/36 from Station 152+00 through 160+16 and the GA Apron Pavement Maintenance. The major work for both Phases consisted of Pulverizing a portion of the existing runway, haul and place Subbase Course and Base, Install new lighting and paving Bituminous Surface Course. Over the duration of the project Clint was the General Superintendent in charge all aspects of the construction including aggregate production, paving, delivery and installation of construction materials, coordination of subcontractors and suppliers, and making sure employees and subcontractors were in compliance with safety and environmental rules. Clint also helped to implement the use of automatic GPS controls on the earthwork equipment used on the project.

Years of Experience:

19 – Heavy Civil Construction and FAA Airports

Employment History:

February 2012 to Present: Road and Highway Builders, LLC.
1994 to 2012 – Frehner Construction/Aggregate Industries

Education and Training:

- MSHA Parts 46 and 48
- Competent Person Training
- UDOT Partnering Training
- OSHA 30 Certification

Areas of Expertise:

- Heavy Civil Construction Operations
- Airport Construction
- Heavy Equipment Maintenance
- Project Management
- Estimating
- Cost Control
- Bridge Construction
- Tunnel Construction
- Construction Coordination
- Staff Recruiting and Mentoring
- Partnering
- Contract Scheduling
- Safety Management
- Subcontractor Management
- Maintenance of Traffic
- Utility Coordination
- Material Testing
- QA/QC Management
- Underground Utility Construction
- Traffic Control Design and Implementation
- Environmental Permitting and Best Management Practices

CLINT MADSEN SUPERINTENDENT

NDOT 3661, US-6 From The Junction with SR 318 to 0.30 Miles East Of Murry Street, \$13.6M, Road and Highway Builders, LLC

Owner Reference: Mirak Mehari, Resident Engineer, 775-291-0213

This 24 mile project was located on US-50 from Ely, Nevada to the junction of SR 318. The project included 440,493 square yards of Cold in Place Recycling, plantmix over lay with an open graded wearing course, electrical, and improvements to drainage. Clint led the project team from the time the project was advertised to bid and through construction as the Project Superintendent. Clint and his team were able complete the project in one construction season when the owner anticipated two by implementing the use of multiple crews in multiple lane closures. Clint was able to negotiate a change with NDOT to change the specifications to allow for multiple lane closures provided the delay to the traveling public did not exceed the limits allowed in the bid documents. With the change came an increase in the level of management needed to coordinate double the amount of assets in order to keep two separate jobs running as one. Clint and his team handled this task without hiring additional project management personnel. Cost savings were realized in increased production and decreased time related overhead making this a very successful project.

Eureka County Airport Runway 18-36 Reconstruction Project \$3M, Road and Highway Builders, LLC.

Owner Reference: Ron Damale, Director, Eureka County Public Works 775-237-5372

2013 ENR Best Airport/Transit Project. This was a fast paced project which included the pulverization and cement treating the base on 550,000 square feet of Runway and Apron, deep stabilization, placing 17,000 ton of base gravel, placing 10,000 ton of plantmix, adjusting runway lighting, and applying new striping at the Eureka County, Nevada Airport. Due to the heavy use of the airport by air ambulances the contract specifications allowed for the runway to be closed for no more than 30 days and helicopters had to be allowed to land throughout construction. This specification made it imperative that Clint and his crews were productive every hour available to them. Clint was able to procure materials closer to the project than originally anticipated and with meticulous planning and coordination of the assets available to him and those of the subcontractors the runway was opened on time and under budget.

Other Work History

Frehner Construction/Aggregate Industries, Area Operations Manager/Project Superintendent

NDOT Contract No. 2893, Elko and Lamoille, \$11M
NDOT Contract No. 3187, US 95 Railroad Pass
NDOT Contract No. 3350, I-80 Argenta, \$11M
NDOT Contract No. 3380, US 93 Contact, \$9M
NDOT Contract No. 3370, I-15 Moapa, \$12M
NDOT Contract No. 3410, I-15 East Mesa, \$6M
NDOT Contract No. 3201, SR 163 Laughlin Hwy \$9M
NDOT Contract No. 3256, US 6 Coaldale \$3M
NDOT Contract No. 3305, US 93 Contact \$8M
NDOT Contract No. 3262, SR 318 Hiko \$10M

Elko County, Jackpot, \$500K
FAA, Elko Airport Apron, \$2M
FAA, Ely Airport Apron, \$2M
FAA, Elko Airport Runway, \$2M
FAA, Green River Utah, \$3M
UDOT I-70 Gooseberry To Sufco Mine \$8M
UDOT US 191 Passing Lanes \$10m
IDT Winchester Loop Recycle \$1M
Newmont Gold, Ore Haul, \$5M
DOE Mercury Highway Renovation \$8M

Qualifications

Colin Maher is known for efficiency and attention to detail when it comes to traffic management, even on the most challenging projects. He is always chosen to oversee traffic operations on the projects that are deemed most crucial due to their complexity and diversity. Over his 12 year career with Road and Highway Builders, LLC, he has gained knowledge in nearly every facet of what it takes to build a project from beginning to completion. He began with RHB at an entry level position, was promoted from within, and eventually established a supervisory position. He has learned the value of resource management and operations scheduling, as applied to deadlines, in fulfilling bid obligations, and above all safety. He has worked on all traffic thoroughfares from two lane rural roads, to six lane interstate and high traffic urban interchanges.

Colin has proven to be an individual who excels in communicating with all personnel on a project. His role is expanding to take on the Stakeholder Relations where he will coordinate the daily traffic needs of commuters and truck traffic for the Carlin Tunnel project. In the preconstruction phase he will meet with stakeholder to gather information as to their commuting requirements and concerns on how the project will impact them. During construction, he will coordinate with the project team to ensure that stakeholder concerns are addressed.

Colin received his Bachelor of Science degree from the University of Nevada, Reno in 2008. He has worked for RHB since the age of 19, and has established himself as a valuable and knowledgeable member of the company.

Relevant Experience

NDOT, Elko, NV; RHB – Traffic Control Supervisor, \$34M

Owner Reference: Chris Rupinski, Resident Engineer, 775-753-2486, crupinski@dot.state.nv.us

This \$34M project is located on Interstate 80 from Oasis interchange to Grey's Creek structure in Elko County. Colin was brought in for the last year of this two year project. The contract was acquired by RHB after they purchased Aggregate Industries. On this job Colin suggested that the whole unfinished portion of the project be covered with traffic drums to allow more work to be done at once, while not having to waste time transporting and relocating traffic devices. The strategy is proving to pay off, allowing two five mile closures to be set up in each direction, while still allowing travelers to have a sufficient break in between. Colin was also in charge of the high speed profiling and grinding operations, as well as coordinating subcontractors. He was well informed with all aspects of the project so he could schedule flaggers and subcontractor operations properly. During the 2012 construction season, NDOT Crew 908 has been exceptionally pleased with Colin's performance, especially since this is an extremely challenging traffic control project.

NDOT, Wells/Pequop Summit, NV; RHB – Traffic Control Supervisor, \$32M

Owner Reference: Todd Scott, Resident Engineer (Retired) – Kevin Lee, District Engineer 775-777-2700, klee@dot.state.nv.us

This \$32M project for NDOT is on Interstate 80 from the Independence Interchange to the Oasis Interchange in Elko County, Nevada. This job was spread out over three years covering 26 miles. The job was completed in phases, with the first phase being completed in the second year on the eastern half of Pequop Summit. Colin set traffic control for the finish shoulder and subcontractor operations. He was able to set up the work zone so that shouldering of 12 miles and all four lanes was completed in four days. He was also able to handle two guardrail crews who set back more than 16,000 feet of rail in two and a half days, whereas the previous set back operation took twice as long before Colin arrived.

Years of Experience:

12 – Heavy Civil Construction – NDOT, FAA, and FHWA Projects

Employment History:

June 2000 to Present: Road and Highway Builders, LLC.

Education and Training:

- Bachelor of Science
- OSHA Certification
- ATSSA Certified Supervisor

Areas of Expertise:

- Work Zone Safety Supervision
- Subcontractor Management and Scheduling
- Maintenance of Traffic
- Traffic Control Design and Implementation
- Crew Supervision
- Interdepartmental Liaison
- High Speed Profilograph Operation
- Bump Grinding Operations
- Acquiring Project Relief of Maintenance
- Construction Device Organization and Inventory
- Barricade Construction
- Computer Program and Software Troubleshooting
- Underground Pipe Installation
- Paving Operations
- Over-dimensional Permit Coordination and Scheduling

NDOT, Searchlight, NV; RHB – Traffic Control Supervisor, \$22M

Owner Reference: Mike Free, Assistant Resident Engineer, 702-385-6500, mfree@dot.state.nv.us

This \$22M project for NDOT is located on Highway 95 south of Searchlight, NV to the California border, including the junction with State Route 163. Colin was brought in for the last few months of the job, which proved to be the most difficult part. The project consisted of converting a two lane road into a four lane highway. The existing two lane highway became the southbound lanes, while the northbound lanes were constructed completely new. Colin arrived to coordinate the switching over of traffic so the traveling public could use all four lanes. The traffic switch required the use of over 1,500 traffic drums, and up to 12 flaggers. Coordinating the switch required precise planning and good communication with all jobsite workers to ensure proper timing and that traffic safety was guaranteed. The switch went smoothly without impeding traffic flow or causing any incidents. Colin was also there to set traffic control for the open-grade paving of the intersection at SR 163, which is a very busy junction for travelers. Colin was able to adjust the traffic flow so that the intersection was able to be paved and striped in one day, whereas it took three days when they paved the first lift prior to his arrival.

NDOT, Lovelock, NV; RHB – Traffic Control Supervisor, \$8M

Owner Reference: George Jordy, Resident Engineer, george.jordy@atkinsglobal.com

This \$8M project was located on Interstate 80 starting at Exit 105 and heading 4 miles past Exit 112. During this project Colin was able to implement a traffic strategy that greatly increased the overall construction of the project. The job required the construction of 14 digouts against all the bridges on the project. It was decided that instead of using concrete rail to delineate traffic, that traffic drums could be used. It was Colin who suggested that safety for travelers could be ensured by spacing the traffic drums at a distance of 40 feet apart stretching the full length of the digouts. The traffic plan implemented greatly increased the time of completion on the digouts. Colin was also left to finish the job by coordinating all subcontractors and during this two month time the partnering data showed an increase in both communication and job safety.

NDOT, Wendover, NV; RHB – Traffic Control Supervisor, \$12M

Owner Reference: Darren Hansen, Assistant RE, 775-664-0015, dhansen2@dot.state.nv.us

This project was located on Interstate 80 from the base of Silverzone Summit to the Utah border in Wendover. Colin was brought in during the last few months of this job to assist with traffic control for the open grade and subcontractor portions of the project. Colin suggest that 1,000 more traffic drums be brought in so that the entire job could be covered at one time allowing more work to be done at one time. The strategy proved to pay off allowing the time to be reduced for closure construction. He was required to work in conjunction with another traffic controller as well as another company who tied into the job at the Utah border. This required good communication and coordination to ensure the safety of workers and travelers spanning jobs that covered two states. The job was completed just before winter hit the last week in November.

Work History

Road and Highway Builders, LLC, Traffic Control Supervisor/Paving Crew/General Labor

NDOT Contract No. 3266, Lovelock, \$1.9M
NDOT Contract No. 3020, Rye Patch, \$11.7M
NDOT Contract No. 3104, Trinity, \$2.7M
NDOT Contract No. 3030, Button Point \$12.5M
NDOT Contract No. 3013, Silver Springs, 6M
NDOT Contract No. 3099, Beatty, 4M
FHWA, Harrison Pass \$6M
NDOT Contract No. 3140, Elko, \$12.5M
FAA, Battle Mt. Airport \$1.9M

NDOT Contract No. 3164, Fernley, \$9M
NDOT Contract No. 3303, Tonopah, \$6.3M
NDOT Contract No. 3323, Hazen \$30M
NDOT Contract No. 3372, Button Point \$8.5M
NDOT Contract No. 3270R, Searchlight \$46.3M
NDOT Contract No. 3402 Trinity, \$11.4M
FHWA, 2011 Hawaii \$33M

STEVE SOUTHERN

Project Superintendent

Qualifications

Steve Southern approaches every project with a thorough plan for construction and completion. His philosophy for each project is to plan it well, gather the proper resources, and then hit the ground running. He has 25 years of hands-on experience in heavy highway construction in Nevada.

Steve is also very familiar with plan reviews, having performed estimates and take-offs since 2002 for RHB. He knows how to assess quantities, consider constructability and sequencing, and work with the designers when there are questions. He also understands the importance of working closely with the project owner as the project progresses so the entire project team is working together.

Steve is a valuable team member who communicates well with subcontractors and stakeholders. He takes great pride in completing a project on schedule and within budget.

Relevant Experience

NDOT 3431, Lovelock, NV; Project Superintendent, \$8.5M

Owner Reference: George Jordy, Resident Engineer, 775-745-7026, george.jordy@atkinsglobal.com

This is an \$8.5M project for NDOT on Interstate 80 from the trailing edge of the West Lovelock Viaduct to 1.61 miles west of the Torey Grade Separation in Pershing County, Nevada. The project included structure repair, cold milling and placing plantmix bituminous surface with open-grade, and was completed 15 working days ahead of schedule. The project was constructed under live traffic and road closures with protection of the public as a constant priority.

This project received the Bronze Level recognition in partnering on April 5, 2012 which was given to the Team and Transportation Board. Steve's role was the General Superintendent working closely with Steve Blakely, Project Manager/Estimator, Josh Stairwalt, Geotechnical Superintendent, and Colin Maher, Traffic Manager.

NDOT 3327, Carson City, NV; Project General Superintendent, \$48M

Owner Reference: Steve Lani, Resident Engineer, 775-687-3369, slain@dot.state.nv.us

RHB constructed the Carson City Freeway from the US East SPUI, south on a new alignment to the Fairview Dr. Interchange. A new interchange was built at the SPUI and a partial interchange was built at Fairview Dr. Work included roadway excavation, channel excavation, borrow embankment, soil stabilization, tree removals, hydro seeding, decorative boulders, paving, multiple concrete items (i.e. island paving, barrier rail, curb, gutter, sidewalk, box culverts, pre-stressing cast in place, approach slab restrainer units, embankment protectors), piles, reinforced concrete pipe, bridge deck grinding, corrugated metal pipe, drainage, electrical, signs, striping guardrail, attenuators, MSE walls, fencing and paving. Some of the major items of work consisted of 210,000 cubic yards of excavation, 500,000 cubic yards of borrow, 195,000 tons of base and 65,000 tons of bituminous pavement.

NDOT 3442, Goldfield, NV; Project Superintendent, \$10.22M

Owner Reference: Samih Alhwayek, Resident Engineer, 702-667-4570, SAHwayek@dot.state.nv.us

This project is located on US 95 from 3.131 miles north of China Wash to 0.796 miles south of Dry Wash in Esmeralda County, Nevada. The work consisted of widening US 95 to build a truck climbing lane, construct chain-up areas, cold milling and paving 21 miles of US 95. Some of the major items of work were roadway excavation, borrow embankment, box culvert extensions, drainage excavation and paving. This contract was completed ahead of schedule with 25 days added to the contract due to design issues that were mitigated before the start of the contract. Steve was the Superintendent working alongside with Josh Stairwalt, Geotechnical Superintendent, and Bruce Hill, Concrete Superintendent.

Years of Experience:

25 – Heavy Civil Construction

Employment History:

2001 to Present - Road and Highway Builders
1999 to 2001 – Frehner Construction
1996 to 1999 – Granite Construction
1993 to 1996 – Frehner Construction
1987 - 1993 Helms Construction

Education and Training:

- Churchill, NV County High School
- University of Nevada, Reno
- Truckee Meadows Community College
- OSHA 30 Certification
- AATSA Supervisor Certification
- MSHA Certification

Areas of Expertise:

- Project Management
- Design Review and Take-Offs
- Estimating
- Cost Control
- Construction Coordination
- Partnering
- Contract Scheduling
- Safety Management
- Maintenance of Traffic
- Utility Coordination
- Underground Utility Construction
- Bridge Construction
- Airport Construction
- Traffic Control Design and Implementation

STEVE SOUTHERN Project Superintendent

NDOT 3323, Hazen, NV; Project Superintendent, \$34.9M

Owner Reference: Don Read, Diversified Consulting Services, President, 775-829-8383, dcs@gbis.com

This project was constructed under live traffic and road closures with protection of the public as a constant priority. This is a \$34.9M NDOT project located on US 50A from Jersey Lane to 0.76 miles west of Leeteville Junction. The project consisted of widening existing highway to four lanes with a two-way turn median, construct a divided highway with a new 36-foot roadbed south of the existing highway and constructing a railroad grade separation. Some of the major items of work consisted of 280,000 cubic yards of excavation, 450,000 cubic yards of borrow, 490,000 tons of base and 130,000 tons of bituminous paving and two new bridges. Steve was the Superintendent working alongside with Barry Vasquez, Superintendent, and Bruce Hill, Concrete Superintendent.

NDOT Contract No. 3296, Spooner, Project Superintendent, \$7.1M

Owner Reference: Steve Lani, Resident Engineer, 775-687-3367, slani@dot.state.nv.us

This project is located on US 50, 4.8 miles west of the junction with US 395. The project was to construct an underpass bridge structure on US 50 and access roads. Some of the items of work consisted of tree removals, 128,000 cubic yards of roadway excavation, 1,700 feet of V-Type ditches, 30,000 cubic yards of structural excavation, shoring, 1,800 feet of concrete barrier rail, concrete arch bridge, 1,900 feet of corrugated metal pipe installation, down drains, cellular erosion mats, electrical, coldmilling, paving, striping, guardrail and signs. Steve was the Superintendent working closely with Bruce Hill, Bridge Superintendent, and Josh Stariwalt, Geotechnical Superintendent. This was a unique project due to the fact that the funding of the project came from a private owner who worked closely with NDOT in which NDOT augmented the construction of the project. The project was completed within budget and ahead of schedule.

NDOT 3435, River Ranch, Project Superintendent, \$34M

Owner Reference: Chris Rupinski, Resident Engineer, 775-753-2486, crupinski@dot.state.nv.us

Located on I-80 from 0.9 miles west of the Osino Interchange to 0.6 miles east of the Grey's Creek Grade Separation, Barry took over this \$34M project in 2012 after RHB acquired a portion of Aggregate Industries in the winter of 2012. As the Project Superintendent, Barry was in charge of the asphalt paving, pit operations, earthwork, barrier rail placement, coldmilling, drainage installations, seeding, complete roadway reconstruction at the structures, and electrical, coldmilling, fencing, signs, striping, guardrail, guide posts and bridge joint subcontractors. Steve was a key player in providing the planning and execution of the innovative 24 hour day operation for the roadway reconstruction at the structures that expedited the completion of the work from 16 weeks to 5 weeks.

Other Work History

Road and Highway Builders, LLC

NDOT Contract No. 3271, Trinity, 6.1M, \$6M
NDOT Contract No. 3382, Sunnyside, \$12.4MM
NDOT Contract No. 3206, Reno, 9.6M
NDOT Contract No. 3372, Button Point, 8.5M
NDOT Contract No. 3329, Wells, 30.3M

NDOT Contract No. 3267, Dayton, 16.2M
FHWA, Saddle Rd., HI, 33M
NDOT Contract No. 3329, Pequop, \$30M
NDOT Contract No. 3456, US 93 Schellbourne, \$2M
FAA, Battle Mountain Airport Apron, \$2M

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
ROAD AND HIGHWAY BUILDERS LLC

Licensed since January 11, 2000

License No. **0049939**

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

PRINCIPALS:

RICHARD HOWARD BUENTING, Member
STEPHEN DALE BLAKELY, Qualified indivi

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 01/31/2019


Chairman, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

ROAD AND HIGHWAY BUILDERS LLC
P O BOX 70846
RENO NV 89570

LIC. NO.
0049939

EXPIRES:
01/31/2019

LIMIT: Unlimited
Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

ROAD AND HIGHWAY BUILDERS LLC
P O BOX 70846
RENO NV 89570



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street
Carson City, Nevada 89712

RUDY MALFABON, P.E., Director

In Reply Refer to:

April 17, 2017

Kim Krauser
Road and Highway Builders, LLC.
175 Salomon Circle Suite 103.
Sparks, NV 89434

Prequalification
Status

Kim,

The Contractor's Statement of Experience and Financial Condition for Prequalification recently submitted by your organization has been reviewed.

Effective the date of this letter, you are prequalified to bid on Nevada Department of Transportation projects in accordance with State of Nevada Contractors License 49939.

The amount and period of your qualification is as follows:

Amount of Prequalification	Unlimited
Maximum Bidding Range:	Unlimited
Date of Expiration:	March 31 st , 2018

Your Contractor ID# is 29. To submit a bid you must have access to iCX software on the web. For information on obtaining and using iCX, contact NDOT Contract Services at ndotcontractservices@dot.state.nv.us or via phone (775)888-7070, option 2.

Sincerely,

A handwritten signature in cursive script that reads "Arthur Swisher".

Arthur Swisher
Admin Assistant

Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Patrick Cates
Director

Gustavo Nuñez, P.E.
Administrator



Carson City Offices:

Public Works Section
515 E. Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 • Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1800 • Fax (775) 684-1817

PUBLIC WORKS DIVISION

Las Vegas Offices:

Public Works Section
2300 McLeod Street
Las Vegas, Nevada 89104-4134
(702) 486-5115 • Fax (702) 486-5094

Buildings & Grounds Section
(702) 486-4300 • Fax (702) 486-4308

November 8, 2017

Road and Highway Builders, LLC
Attn: Mr. Richard Buening
P O Box 70846
Reno, NV 89570

RE: Qualification results

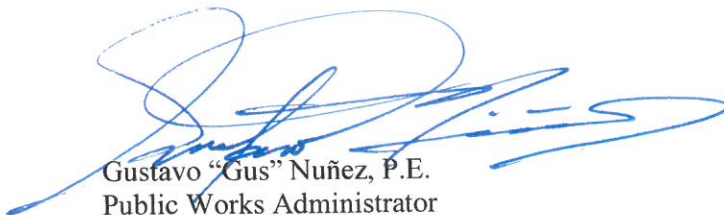
Dear Mr. Buening:

On **November 8, 2017** the State Public Works Board qualified **Road and Highway Builders, LLC** to bid public works construction projects up to **\$200,000,000** using the State of Nevada license number **49939** license classification **A - General Engineering**.

This qualification to bid is valid through **November 8, 2019**. The results of the Qualification will be posted on our web site www.publicworks.nv.gov the "bid" drop down menu at the top of the home page / List of Qualified bidders.

Please contact this office at (775) 684-4141, if you should have any questions.

Sincerely,



Gustavo "Gus" Nuñez, P.E.
Public Works Administrator

GN/kp

cc: file



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-05-01-11-0269

ROAD AND HIGHWAY BUILDERS, LLC, (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0049939 ORIGINAL ISSUE DATE: 01/11/2000 BUSINESS TYPE: LIMITED LIABILITY COMPANY CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON FEBRUARY 1, 2018 AND EXPIRES ON JANUARY 31, 2019, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

[Signature]
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 1/12/2018
FOR MARGI A. GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number _10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the bid opening for Public Works Project LA-2018-091, Construct Hangar Facilities at the Battle Mountain Airport and potentially award the project and to consider each of the following;

- a) Michael Clay Corporation- Schedule A, Schedule B, excluding Schedule C in the amount of \$783,140.58; or
- b) Granite Construction Company- Schedule A, Schedule B, excluding Schedule C in the amount of \$1,228,984.00;

And all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action:



Agenda Request Form
COMMISSION MEETING DATE 5/10/18

NAME David Meyer REPRESENTING J-V-B Engineers, Inc.

ADDRESS 250 S. Beechwood Dr, Suite 201, Boise, ID 83704

PHONE (H) 208-869-0859 (W) 208-376-7330 (FAX) _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? Work

WHO WILL BE ATTENDING THE MEETING? David Meyer

JOB TITLE Project Engineer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discuss Bid Opening for Public Works Project # LA-2018-091, Construct Hangar Facilities at Battle Mountain Airport and potentially award project to low bidder.

BACKGROUND INFORMATION: Construct Hangar Facilities project at BAM opened bids on 5/1/18. A Bid Tabulation Spreadsheet will be provided.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Discuss bid results and potentially award project to low bidder. Sign Notice of Award to be provided.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES X NO _____

AMOUNT: Costs to be provided after bid opening.

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES _____ NO X

WHEN? _____

HAS THIS ISSUE BEEN REVIEWED BY AFFECTED DEPT HEADS? YES X NO _____

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST- NOT AT THE MEETING

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES _____ NO _____ Will be provided by 5/4/18

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED REQUIRED REVIEW? YES _____ NO NA X

THE COMMISSION RESERVES THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: David Meyer DATE: 5/1/18

BID SUMMARY			
PROJECT TITLE:		BATTLE MOUNTAIN AIRPORT - Construct Hangar Facilities	
PROJECT NUMBER:		PWP # LA-2018-091	
OWNER:		Lander County, NV	
ENGINEER:		J-U-B Engineers, Inc.	
PROPOSAL OPENING:		5/1/2018 3:00 PM	
LOCATION:		Lander County Clerk's Office	
BID INFORMATION:			
CONTRACTOR:	ENGINEER'S ESTIMATE	Michael Clay Corporation	Granite Construction Company
Bid Proposal (Signed)	-	X	X
Bid Schedule of Items & Prices	-	X	X
Acknowledgement of Addenda (#1)	-	X	X
Bid Bond	-	X	X
Statement of Bidders Pre-Qualifications	-	X	X
Subcontractors List	-	X	X
Plan Holder	-	X	X
Bid Schedule A	\$328,705.00	\$435,140.58	\$684,684.00
Bid Schedule B	\$230,000.00	\$348,000.00	\$544,300.00
Bid Schedule C	\$215,000.00	\$346,000.00	\$544,300.00
Bid Total	\$773,705.00	\$1,129,140.58	\$1,773,284.00
Bidder Rank		1st	2nd

BID SCHEDULE "A" SITE PREPARATION AND ONE HANGAR FACILITY
Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
PUBLIC PROJECT NO. LA-2018-091

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Michael Clay Corp.		Granite Construction	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	P-102-3.1	Mobilization/Demobilization	1	LS	\$30,000.00	\$30,000.00	\$24,700.00	\$24,700.00	\$79,043.00	\$79,043.00
2	P-151-4.1	Clearing	1.75	AC	\$7,500.00	\$13,125.00	\$4,136.00	\$7,238.00	\$3,300.00	\$5,775.00
3	P-152-4.1	Unclassified Excavation Placed in Embankment	200	CY	\$10.00	\$2,000.00	\$12.73	\$2,546.00	\$71.50	\$14,300.00
4	P-152-4.2	Unclassified Excavation Placed in On-Site Storage Area	2,792	CY	\$15.00	\$41,880.00	\$11.67	\$32,582.64	\$10.50	\$29,316.00
5	P-152-4.3	Unsuitable Overdepth Excavation	100	CY	\$70.00	\$7,000.00	\$74.24	\$7,424.00	\$33.00	\$3,300.00
6	D-701-5.1	12-inch C-900 PVC Storm Drain Pipe	114	LF	\$50.00	\$5,700.00	\$56.21	\$6,407.94	\$125.00	\$14,250.00
7	D-751-5.1	Storm Drain Inlet	1	EA	\$8,000.00	\$8,000.00	\$2,969.00	\$2,969.00	\$5,000.00	\$5,000.00
8	D-751-5.2	Storm Drain Outlet Structure	1	EA	\$1,000.00	\$1,000.00	\$1,273.00	\$1,273.00	\$3,700.00	\$3,700.00
9	SP1-5.1	Hangar Facility, Complete in Place and Fully Operation	1	EA	\$220,000.00	\$220,000.00	\$350,000.00	\$350,000.00	\$530,000.00	\$530,000.00
BID SCHEDULE "A" TOTAL						\$328,705.00		\$435,140.58		\$684,684.00

BID SCHEDULE "B" SECOND HANGAR FACILITY
Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
PUBLIC PROJECT NO. LA-2018-091

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Michael Clay Corp.		Granite Construction	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	P-102-3.1	Mobilization/Demobilization	1	LS	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$14,300.00	\$14,300.00
2	SP1-5.1	Hangar Facility, Complete in Place and Fully Operation	1	EA	\$210,000.00	\$210,000.00	\$348,000.00	\$348,000.00	\$530,000.00	\$530,000.00
BID SCHEDULE "B" TOTAL						\$230,000.00		\$348,000.00		\$544,300.00

BID SCHEDULE "C" THIRD HANGAR FACILITY
Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
PUBLIC PROJECT NO. LA-2018-091

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Michael Clay Corp.		Granite Construction	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	P-102-3.1	Mobilization/Demobilization	1	LS	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$14,300.00	\$14,300.00
2	SP1-5.1	Hangar Facility, Complete in Place and Fully Operation	1	EA	\$200,000.00	\$200,000.00	\$346,000.00	\$346,000.00	\$530,000.00	\$530,000.00
BID SCHEDULE "C" TOTAL						\$215,000.00		\$346,000.00		\$544,300.00

NOTICE OF AWARD

To: Michael Clay Corporation; Attn. Michael Sheppard

Dated: _____

410 E. Minor St.

Winnemucca, NV 89445

PROJECT DESCRIPTION: Construct Hangar Facilities at Battle Mountain Airport (PWP # LA-2018-091)

The OWNER has considered the Bid submitted by you and opened on May 1, 2018, for the above-described Work in response to its Invitation for Bid and Information for Bidders.

You are hereby notified that your **Base Bid Schedule A and Additive Option Schedule B** have been accepted for items in the total amount of:

Seven Hundred Eighty Three Thousand, One Hundred Forty Dollars and Fifty-Eight Cents (\$783,140.58)

You are required by the Information for Bidders to fully execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you, which is by _____.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2018.

OWNER

By: _____
Signature

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged by Michael Clay Corporation, this ____ day of _____, 2018

CONTRACTOR

By: _____
Signature

Title: _____

BIDS RECEIVED BY Tuesday, May 1, 2018 @ 3:00 PM
CONSTRUCT HANGAR FACILITIES PROJECT

NO	DATE	NAME/BIDDER	BID AMOUNT	ADDITIVE/ ALTERNATIVE BID	BID BOND YES/NO
1	5/1/18	Michael Clay Corporation	Base: 435,127 #1,129,127.00 ↳ Total	B- 348,000 C 340,000	Yes
2	5/1/18	Granite Construction Company	Base 684,684.00 Total 1,773,284.00	B 544,300.00 C 544,300.00	Yes
3					
4					
5					
6					

OPENED BY:

David Sullivan

DEPUTY CLERK

[Signature]

DEPUTY CLERK

DEPARTMENT HEAD/ELECTED OFFICIAL

ENGINEERING FIRM

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Construct Hangar Facilities
PWP # LA-2018-091

BIDDER'S CHECKLIST

Bids will only be accepted from those registered planholders who have obtained a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc. **The following items shall constitute the BID PROPOSAL and shall be completed and accompany the Bid:**

- ☒ The BID PROPOSAL shall be filled out and signed.
- ☒ The BID SCHEDULE OF ITEMS AND UNIT PRICES shall be complete including the extensions
- ☒ All ADDENDA shall be acknowledged on the Bid Proposal.
- ☒ A BID BOND or CERTIFIED CHECK in the amount of five percent (5%) of the TOTAL BID including alternates shall be included.
- ☒ STATEMENT OF BIDDERS PRE-QUALIFICATIONS form must be completed.
- ☒ SUBCONTRACTORS LIST must be completed and included.
- ☒ Bids will only be accepted from those registered planholders who have obtained a set of plans and Contract Documents from J-U-B Engineers, Inc.

All Bids shall contain the items listed above in complete form. ***Failure to complete and provide any of the above items may be grounds for rejection of the bid as non-responsive, at the discretion of the OWNER.***

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Construct Hangar Facilities
PWP # LA-2018-091

BID PROPOSAL

Proposal of MICHAEL CLAY CORP. (hereinafter called "Bidder"), organized and existing
under the laws of the State of NEVADA, doing business as
* A CORPORATION

To Lander County, Nevada (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids for the **Construct Hangar Facilities** project, having examined the Drawings and Specifications with related documents and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies and to complete the Work in accordance with the Contract Documents within the time set forth therein. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this is a part.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder agrees that the Work will be substantially completed within the time identified in the Instruction for Bidders after the date when the Contract Time commences to run.

The Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work on time.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Construct Hangar Facilities
PWP # LA-2018-091

BID PROPOSAL (CONTINUED)

BID SCHEDULE OF ITEMS AND PRICES

The bidder agrees to perform all work described in accordance with the Contract Documents, Specifications and as shown on the Plans for the following unit prices. Unit prices for all items, all extensions, and the total amount of the Bid shall be shown.

PROJECT TITLE: Construct Hangar Facilities

CONTRACTOR NAME: MICHAEL CLAY CORPORATION

BASE BID SCHEDULE A – SITE PREPARATION AND ONE HANGAR FACILITY

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-102-3.1	Mobilization/Demobilization	1	LS	24,700	24,700
2.	P-151.4.1	Clearing	1.75	AC	4136	7238
3.	P-152-4.1	Unclassified Excavation Placed in Embankment	200	CY	12.73	2,545
4.	P-152-4.2	Unclassified Excavation Placed in On-Site Storage Area	2,792	CY	11.67	32,570
5.	P-152-4.3	Unsuitable Overdepth Excavation	100	CY	74.24	7,424
6.	D-701-5.1	12-inch C-900 PVC Storm Drain Pipe	114	LF	56.21	6,408
7.	D-751-5.1	Storm Drain Inlet	1	EA	2969	2,969
8.	D-751-5.2	Storm Drain Outlet Structure	1	EA	1273	1,273
9.	SP1-5.1	Hangar Facility, Complete in Place and Fully Operational	1	EA	350,000	350,000
TOTAL BASE BID SCH. A						435,127

ADDITIVE OPTION SCHEDULE B – SECOND HANGAR FACILITY

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-102-3.1	Mobilization/Demobilization	1	LS		0
2.	SP1-5.1	Hangar Facility, Complete in Place and Fully Operational	1	EA		348,000
TOTAL BASE BID SCH. B						348,000

ADDITIVE OPTION SCHEDULE C – THIRD HANGAR FACILITY

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
3.	P-102-3.1	Mobilization/Demobilization	1	LS		0
4.	SP1-5.1	Hangar Facility, Complete in Place and Fully Operational	1	EA		346,000
TOTAL BASE BID SCH. C						346,000

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Construct Hangar Facilities
PWP # LA-2018-091

BID PROPOSAL (CONTINUED)

BASE BID SCHEDULE A SUBTOTAL	<u>435,127.00</u>
ADDITIVE OPTION SCHEDULE B SUBTOTAL	<u>348,000.00</u>
ADDITIVE OPTION SCHEDULE C SUBTOTAL	<u>346,000.00</u>
TOTAL PROJECT COST	<u>1,129,127.00</u>

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 Date: APRIL 24, 2018

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) MAY 1, 2018

BIDDERS SIGNATURE Michael Clay Sheppard

TYPED NAME AND TITLE MICHAEL CLAY SHEPPARD, PRESIDENT

COMPANY NAME MICHAEL CLAY CORPORATION

MAILING ADDRESS 410 E. MINOR ST., WINNEMUCCA, NV 89445

TELEPHONE 775-623-4488

CONTRACTOR'S REVENUE TAX NUMBER 464836452-01

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Construct Hangar Facilities
PWP # LA-2018-091

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Michael Clay Corporation, as Principal, and The Cincinnati Insurance Company, as Surety, a corporation duly organized under the laws of the State of Ohio, having its principal place of business at Cincinnati in the State of Ohio, and authorized to do business in the State of Nevada are hereby held and firmly bound unto Lander County, Nevada as OWNER in the penal sum of Five Percent of Bid Amount (\$ 5% of bid) the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 1st day of May, 2018.

The conditions of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Construct Hangar Facilities, PWP # LA-2018-091.**

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

Principal

By:

Kevin W. Andrews
Surety Kevin W. Andrews, Attorney-in-Fact

Countersigned:

By:

Kevin W. Andrews
Non-

Non- Resident Agent

The Attorney-in-Fact (Resident Agent), who executed this Bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jeff Shields; Scott Shields; Kevin W. Andrews; Stephanie Garahana; Craig B. Hurst; Gayle Wood;
Stacie R. Hanson and/or Karrie Adams

of Sandy, Utah

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



THE CINCINNATI INSURANCE COMPANY

Stacie A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 1 day of May 2018



Scott R. Bolen

Secretary

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and office where project will be administered: MICHAEL CLAY CORP.
OFFICE: 8 E. HASKELL ST. STE A
WINNEMUCA, NV 89445
2. List two or more construction projects similar in size and scope to this project that your company has completed within the past 3 years. Provide the following:
 - a. Project Name: SOUTH FORZ COMMERCE CENTER
 - b. Owner Name: 12TH ST. ASSOCIATES
 - c. Owner Contact: FRANK GALLAGHER
 - d. Total Contract Amount: \$1,750,086
 - e. Project Duration: 9 MONTHS
 - f. Project Superintendent: KYLE LOCKE - Gary Grimm
 - a. Project Name: BENO RTC MAINT. SHOP
 - b. Owner Name: RTC
 - c. Owner Contact: CORE CONSTRUCTION
 - d. Total Contract Amount: \$507,000
 - e. Project Duration: 6 MONTHS
 - f. Project Superintendent: KYLE LOCKE
 - a. Project Name: BAKER HUGHES PLANT UPGRADE
 - b. Owner Name: BAKER HUGHES, INC.
 - c. Owner Contact: JOSE GONZALES
 - d. Total Contract Amount: \$5,271,128
 - e. Project Duration: 18 MONTHS
 - f. Project Superintendent: KYLE LOCKE

Note: All contact information shall be verified by the CONTRACTOR to be current and correct. This Information shall include: the OWNER's name, address, phone number, the OWNER's representative, who has working knowledge of the project, their name and phone number.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Construct Hangar Facilities
PWP # LA-2018-091

3. List any projects involving your company that have involved litigation, threatened litigation, or negotiated settlements due to quality of work, contract time or other noncompliance with plans and specifications.

NONE

4. In order to submit a Bid, the Bidder shall be licensed by the Nevada State Contractors' Board pursuant to Nevada Revised Statutes (NRS) Chapter 624 to perform the type of work required in the contract.

Nevada Contractors License: 4548 UNLIMITED

SUBCONTRACTOR LIST
(TO BE SUBMITTED WITH BID)

The bidder acknowledges that the **prime contractor** will perform all work other than that being performed by a first-tier subcontractor listed below.

48%
% of Total Bid

24 %

% of Total Bid

24%

% of Total Bid

4 %
% of Total Bid

% of Total Bid

% of Total Bid

% of Total Bid

% of Total Bid

% of Total Bid

% of Total Bid

ALL CONTRACTORS LIST

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2018 through December 31, 2018, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2018 through December 31, 2018, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Richard A. Watts, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2018 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 1, 2018


Richard A. Watts

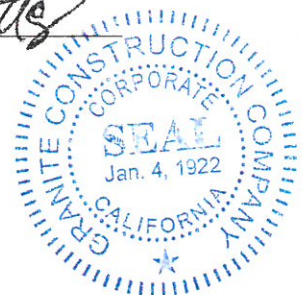


EXHIBIT 1

AUTHORIZED SIGNERS
Granite Construction Company
Northwest Group
Nevada Region

AUTHORIZED SIGNERS
Brian Dowd, VP Nevada Region
Don Sawyer, Las Vegas Project Manager
Taylor Polan, Chief Estimator
Caleb Juve, Area Manager
Matt Cates, Area Manager

ATTESTORS
Don Sawyer, Las Vegas Project Manager
Kelly Kuszmaul, Regional Controller
Cathy L. Gomez, Office Manager
Terry L. Long, Executive Assistant

EXHIBIT 2

AUTHORIZED SIGNERS **Granite Construction Company** **Northwest Group**

AUTHORIZED SIGNERS
Brian Dowd, VP Nevada Region
Jason Klaumann, VP Utah Region
Derek Betts, VP Alaska Region
Todd A. Hill, VP Arizona Region
Carter Rohrbough, VP Washington Region

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
GRANITE CONSTRUCTION COMPANY

Licensed since January 10, 1964

License No. **0008079**

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

PRINCIPALS:

JAMES ROBERTS, President, QI
RICHARD WATTS, Secretary
JIGISHA DESAI, Treasurer
MICHAEL DONNINO, Vice President

A-General Engineering

LIMIT: Unlimited
EXPIRES: 01/31/2020

Margaret Cavin
Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
ATTN: LEGAL DEPT
WATSONVILLE, CA 95076

LIC. NO.
0008079

EXPIRES:
01/31/2020

LIMIT: Unlimited

Class: A

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
ATTN: LEGAL DEPT
WATSONVILLE, CA 95076



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-24-0025

GRANITE CONSTRUCTION COMPANY (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0008079 ORIGINAL ISSUE DATE: 01/10/1964 BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED**

STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **FEBRUARY 1, 2018** AND EXPIRES ON **JANUARY 31, 2019**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER
DATE 1/12/2018

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Battle Mountain Airport Battle Mountain, Nevada



Construct Hangar Facilities

PWP # LA-2018-091

April 2018

Bid Set Number _____

Prepared by
J-U-B ENGINEERS, Inc.
250 S. Beechwood Ave., Suite 201
Boise, Idaho 83709
(208) 376-7330



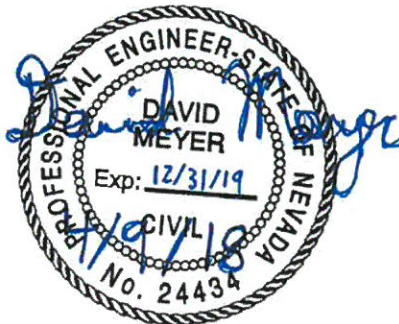
J-U-B ENGINEERS, INC.

Battle Mountain Airport Battle Mountain, Nevada

Construct Hangar Facilities

PWP # LA-2018-091

April 2018



NOTICE AND DISCLAIMER

THE PLANS AND/OR SPECIFICATIONS (DOCUMENTS) ARE THE PROPERTY OF J-U-B ENGINEERS, INC. ("J-U-B") AND BY USING THE DOCUMENTS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS NOTICE AND DISCLAIMER.

THE USE OF THE DOCUMENTS CREATES NO DUTY IN CONTRACT, TORT, EQUITY OR OTHERWISE OF J-U-B TO THE USER. THE USER SHALL NOT (I) DISSEMINATE THE DOCUMENTS, OR ANY PART THEREOF, TO OTHERS WITHOUT THE WRITTEN CONSENT OF J-U-B, OR (II) USE THE DOCUMENTS, OR ANY PART THEREOF, FOR ANY USE OTHER THAN AS DESIGNATED HEREIN FOR THE INTENDED PROJECT. THE DOCUMENTS ARE NOT INTENDED FOR USE IN CREATING DTM FOR GRADING OR EARTHWORK, SURVEY STAKING LAYOUT (UNLESS SPECIFICALLY IDENTIFIED AS SUCH IN THE DOCUMENTS), OR PROPERTY BOUNDARY LAYOUTS.

J-U-B AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DAMAGES OR CLAIMS ARISING OUT OF THE UNAUTHORIZED USE OR MISUSE OF THE DOCUMENTS, OR ANY PART THEREOF, WHETHER SUCH DAMAGE OR CLAIM IS BASED IN CONTRACT, TORT OR OTHERWISE. THE USER HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD J-U-B AND ITS AGENTS HARMLESS FROM ANY DAMAGES OR CLAIMS ARISING OUT OF, OR RELATED IN ANY WAY TO, THE USER'S UNAUTHORIZED USE OR MISUSE OF THE DOCUMENTS, OR ANY PART THEREOF.

IF THE DOCUMENTS ARE PROVIDED IN ELECTRONIC FORMAT, THE ELECTRONIC DATA SOURCES OF THE DOCUMENTS ARE PROVIDED WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTIES OF ACCURACY, QUALITY, COMPLETENESS, COMPATIBILITY WITH SYSTEMS, DRAWINGS NOT PRINTING TO SCALE, TRANSLATION ERRORS, AND OTHER PROBLEMS WITH USE.

Prepared by
J-U-B ENGINEERS, Inc.
250 S. Beechwood Ave., Suite 201
Boise, Idaho 83709
(208) 376-7330



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INVITATION FOR BID

Sealed proposals will be received for the **Construct Hangar Facilities** project, addressed to the Lander County Clerk, 50 State Route 305 South, Battle Mountain, Nevada 89820 until **3:00 pm** local time on **May 1, 2018**, and then will be publicly opened and read. Bids received after the time fixed for the opening will not be considered.

A pre-bid meeting will be held at the Battle Mountain Airport, 1080 Airport Rd, Battle Mountain, NV 89820 at **1:00 pm**, local time **April 19, 2018** for those interested contractors, subcontractors, and suppliers.

The project consists of, but is not limited to, clearing of existing vegetation, excavation, embankment, storm drain pipe and inlet installation, construction of a storm drain retention pond, and construction of one to three complete 40' x 45' hangar facilities. The number of facilities constructed will be based on available funding. Hangar facility construction shall include base preparation, foundation placement, metal building erection, lighting, and other associated work.

Bidding and Construction Documents may be obtained from J-U-B ENGINEERS, Inc starting on April 10, 2018. Electronic copies are available via email at no charge. Please contact David Meyer, P.E., at **DMEYER@JUB.COM**.

Bidders must obtain a copy of the plans and contract documents from J-U-B Engineers to be placed on the registered planholders list. Only bids submitted by bidders on the registered planholders list will be considered responsive as stated in the Bidder's Checklist.

Each bid must be accompanied by a certified check, cash, cashier's check, or bid bond in an amount not less than 5% of the total bid.

This project includes County funds and is subject to the wage provisions of the State of Nevada Prevailing Wage Rates and related acts.

Each bidder shall furnish the Statement of Bidders Pre-Qualifications to the OWNER with satisfactory evidence of his competency to perform the work contemplated with the bid.

Lander County reserves the right to reject any and all proposals, waive any informalities, or irregularities, postpone the award of the Contract for a period not to exceed ninety (90) days, and accept the proposal that is in the best interest of the Owner. The award of the Bid is contingent upon project funding.

Dated this _____ day of _____, 2018.

Keith Westengard, Executive Director

Where Published

Date(s) Published

_____	_____
_____	_____
_____	_____

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BIDDER'S CHECKLIST

Bids will only be accepted from those registered planholders who have obtained a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc. **The following items shall constitute the BID PROPOSAL and shall be completed and accompany the Bid:**

- ☒ The BID PROPOSAL shall be filled out and signed.
- ☒ The BID SCHEDULE OF ITEMS AND UNIT PRICES shall be complete including the extensions
- ☒ All ADDENDA shall be acknowledged on the Bid Proposal.
- ☒ A BID BOND or CERTIFIED CHECK in the amount of five percent (5%) of the TOTAL BID including alternates shall be included.
- ☒ STATEMENT OF BIDDERS PRE-QUALIFICATIONS form must be completed.
- ☒ SUBCONTRACTORS LIST must be completed and included.
- ☒ Bids will only be accepted from those registered planholders who have obtained a set of plans and Contract Documents from J-U-B Engineers, Inc.

All Bids shall contain the items listed above in complete form. ***Failure to complete and provide any of the above items may be grounds for rejection of the bid as non-responsive, at the discretion of the OWNER.***

INFORMATION FOR BIDDERS

1. DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

ADDENDA – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

AGREEMENT – The written instrument which is evidence of the agreement between OWNER and Contractor covering the Work.

AWARD – The Owner's notice to the successful bidder of the acceptance of the submitted bid

BID – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER – Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BIDDING DOCUMENTS – The Bidding Requirements and the proposed Contract Documents (including all Addenda).

CALENDAR DAY – Every day shown on the calendar.

CHANGE ORDER – A written order to the CONTRACTOR covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

CLAIM – A demand or assertion by OWNER or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

CONTRACT – The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

CONTRACT ITEM (PAY ITEM) – A specific unit of work for which a price is provided in the contract.

CONTRACT TIME – The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

CONTRACTOR – The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

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DRAWINGS – That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

ENGINEER – The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection and observation of the contract work and acting directly or through an authorized representative.

EXTRA WORK – An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

INSPECTOR – An authorized representative of the Engineer assigned to make all necessary observations and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

INTENTION OF TERMS – Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

LIEN – A charge, security interest, or encumbrance upon Project funds, real property, or personal property.

MAJOR AND MINOR CONTRACT ITEMS – A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

MATERIALS – Any substance specified for use in the construction of the contract work.

NOTICE TO PROCEED (NTP) – A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

OWNER – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

PAYMENT BOND – The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

PERFORMANCE BOND – The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

PLANS – The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

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PROJECT – The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

PROPOSAL – The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

PROPOSAL GUARANTY – The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

SHOP DRAWINGS – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

SITE – Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of Contractor.

SPECIFICATIONS – A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

SUBCONTRACTOR – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

SUBSTANTIAL COMPLETION– The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

SUPERINTENDENT – The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

SUPPLEMENTAL AGREEMENT – A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

SUPPLIER – A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

SURETY – The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

WORK – The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

WORKING DAY – A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the

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Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days

2. PREPARATION OF BID

The following shall apply:

- A. Bids will only be accepted from those registered planholders who have obtained a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc.
- B. All bids must be submitted on the prescribed forms. Included in these specifications is a complete set of bid forms. Erasures or other changes in the bids must be initialed and explained or noted over the signature of the bidder.
- C. Bids shall be submitted in sealed envelopes bearing, on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. If forwarded by mail the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.
- D. No bid will be accepted unless signed by the bidder or his authorized agent.
- E. The proposal form invites bids on definite plans and specifications. Only the amounts and information asked for in the proposal form furnished will be considered as the bid. Each bidder shall bid on the work exactly as specified and as provided in the proposal form.
- F. Quantities and Unit Prices: The quantities shown in the Bid Proposal are approximate for comparing bids, and no claim shall be made against the OWNER for excess or deficiency therein. Actual or relative payment at the above prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, machinery, and all other expenditures incidental to satisfactory compliance with the contract unless otherwise specifically provided. In the event of discrepancy between the prices quoted in the proposal the unit price shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the contract documents.
- G. All labor, equipment, and materials required for the manufacturing and installation of this project shall be incorporated into the bid items as provided in the bid proposal. Payment for general construction items that are not listed in the Bid Proposal, but are shown or required by the Contract Documents, are indicative of the fact that the items of work not listed are considered as incidental to the bid items listed in the Bid Proposal. Unless the work to be performed is specifically called out in the Bid Proposal, measurement and payment for such work shall be included in other applicable items of the Bid Proposal.

3. QUALIFICATIONS OF BIDDER

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. The OWNER reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work.

CONTRACTOR shall provide the "Statement of Bidders Pre-Qualifications Form" at the time of Bid.

4. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the Specifications, including Drawings. Neither the OWNER nor the ENGINEER will be responsible for oral interpretations. Every request for such an interpretation shall be made via email to David Meyer, P.E., at dmeyer@jub.com. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the

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specifications that, if issued, will be on file in the office of the OWNER and the office of the ENGINEER. In addition, addenda will be mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

5. BID MODIFICATION

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, providing such communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the email modification over the signature of the bidder was delivered prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the bid modification. Email modifications shall be sent to David Meyer, P.E. at dmeyer@jub.com.

6. BID SECURITY

Each bid must be accompanied by cashier's check, certified check, or a bid bond prepared on the form of bid bond approved, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such checks or bid bonds will be returned promptly after the OWNER and the accepted bidder have executed the contract, or if no award has been made within Ninety (90) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Should the successful bidder fail or refuse to execute and deliver the Contract, insurance certificates and bonds required within 15 calendar days after the bidder has received notice of the acceptance of their bid, that bidder shall forfeit to the OWNER as liquidated damages for such failure or refusal, the security deposited with their bid.

8. EXAMINATIONS OF SITE, PRE-BID INSPECTION AND CONDITIONS OF WORK

- A. Bidders are encouraged to attend the pre-bid meeting, if one has been scheduled and/or visit the site of the work, compare the drawings and specifications with facilities in place and fully inform themselves of all conditions. Requests for site information and site visits shall be submitted through the ENGINEER at least seven (7) days prior to the bid opening. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing any material or performing any work that may be required to complete work in accordance with drawings and specifications without additional cost to OWNER.
- B. Bidders are cautioned against unauthorized entry upon operation portions of the Airport. All requests for pre-bid site inspections shall be submitted through the ENGINEER at least seven (7) days prior to the bid opening.
- C. Bidders must inform themselves of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

9. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full.

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10. AWARD OF CONTRACT, REJECTION OF BIDS

- A. The OWNER reserves the right to reject any or all bids and to waive any informalities, claims or irregularities in the bids or in the bidding. No bidder may withdraw his bid after the hour set for the opening thereof or before the award of contract unless the award is delayed for a period exceeding ninety (90) days.
- B. The contract will be awarded to the responsible bidder submitting the lowest bid selected, complying with the plans, specifications and conditions of the Contract Documents. The bidder to whom the award is made will be notified at the earliest practicable date. The OWNER reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejections or waivers are in the interest of the OWNER.
- C. The OWNER also reserves the right to reject the bid of any bidder who has in the OWNERS opinion, previously failed to perform properly or complete on time, contracts of a similar nature; who is not in a position to perform the Contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material vendors or employees. In determining the lowest responsible bidder, the following elements in addition to those above-mentioned will be considered: whether the business involved 1) maintains a permanent place of business; 2) has adequate equipment available to do the work properly and expeditiously; 3) has suitable financial resources to meet the obligations incidental to the work; and 4) has appropriate technical experience.
- D. Each bid schedule shall be independent and stand on its own and include all applicable costs to perform the work within the schedule to include all overhead, profit, administrative, insurance, mobilization, and bonding costs.
- E. An award may not be made unless sufficient funding is available. The OWNER'S administrative costs may be used as a factor in the evaluation of bids and determination of award.

11. BID PROTEST PROCEDURE

A person or company who bids on a contract may file a notice of protest with Lander County regarding the awarding of the contract. Lander County refers the bidder or company to the Nevada Revised Statutes (NRS) codified law NRS 338.142. The bidder or company shall conduct the following protest procedure:

- 1. A person who bids on a contract shall file a notice of protest regarding the awarding of the contract with the authorized representative (Executive Director) designated by the public body (the Lander County Commission) within 5 business days after the date the recommendation to award a contract is issued by the public body or its authorized representative.
- 2. The notice of protest must include a written statement, setting forth with specificity, the reasons the person filing the notice believes the applicable provisions of law were violated.
- 3. The person filing the notice of protest shall post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by the public body, to the public body who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
 - a. Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
 - b. Two hundred fifty thousand dollars.
- 4. A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the public body on the protest.

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5. A person who makes an unsuccessful bid may not seek any type of judicial intervention until the public body has made a determination on the protest and awarded the contract.
6. Neither Lander County, nor any authorized representative of the public body, or the Engineer, is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to this section.
7. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the public body in an amount equal to the expenses incurred by the public body because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

12. PERFORMANCE AND PAYMENT BOND, EXECUTION OF CONTRACT

- A. Subsequent to the award and within fifteen (15) calendar days after the prescribed forms are presented for signature, the successful bidder shall execute a contract in such number of copies as the OWNER may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish separate 100% performance and payment bonds conditioned that such person shall faithfully perform all the provisions of the Contract and pay all the laborers, mechanics and subcontractors and material vendors and all persons who shall supply such person or persons or subcontractors with supplies for the carrying on of such work. Such bonds shall bear the same date as, or a date subsequent to, the date of the Contract.
- C. On each such bond, the rate of premium shall be stated together with the total amount of the premium charged. The current power of attorney of the person who signs for any surety company shall be attached to such bond.

The failure of the successful bidder to execute such Contract and to supply the required bonds within fifteen (15) calendar days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant based upon reasons determined adequate by the OWNER, shall constitute a default, and the OWNER may either award the Contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed up to the amount of the Bid Bond.

13. INSURANCE COVERAGES AND LIMITS

The insurance requirements shown below shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the OWNER. The cost of any claim payments falling within the deductible shall be the responsibility of the CONTRACTOR.

- A. Worker's Compensation, injury, illness, disease, or death coverage.

(1)	State	Statutory
(2)	a. Employer's Liability, Each Accident-	\$1,000,000
	b. Employer's Liability, Disease – Each Employee	\$1,000,000
	c. Employer's Liability, Disease - Policy Limit	\$1,000,000

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- B. Aggregate Unimpaired Commercial General Liability (including Premises-Operations; Independent CONTRACTORS' Protection; Products and Completed Operations for a period of one year following final acceptance of the work; Broad Form Property Damage, Contractual Liability, Personal/Advertising Injury):

(1)	Each Occurrence	\$1,000,000
(2)	General Aggregate	\$2,000,000
(3)	Products & Completed Products Aggregate	\$1,000,000
(4)	Personal & Advertising Injury, Each Offense	\$1,000,000
(5)	Property damage liability insurance providing explosion, collapse, or underground property damage (XCU), and aviation exposure coverage	\$1,000,000

- C. Automobile Insurance under subsection 30.06.1 paragraph "e" to include all owned/non-owned and hired vehicles:

(1)	Bodily Injury, Each Accident	\$1,000,000
(2)	Property Damage, Each Accident	\$1,000,000 or
(3)	Combined Single Limit, Each Accident	\$1,000,000

- D. CONTRACTOR shall be responsible for all materials until the project has been formally accepted by the OWNER.

- E. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- Lander County, Nevada
- J-U-B ENGINEERS, Inc.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.

All endorsements adding Additional Insureds to required policies shall be issued on a form deemed acceptable by the Owner, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the Automobile policies.

14. BID SCHEDULE

The CONTRACTOR'S Bid Proposal shall include his/her bid to complete all work identified in the Contract Documents on the Bid Schedule of Items and Prices, including the Base Bid Schedules and all Additive Alternate Bids as follows:

- **Base Bid Schedule A** – Includes Full Site Preparation, including Drainage, and One Hangar Facility
- **Additive Option Bid Schedule B** – Includes a second Additional Hangar Facility
- **Additive Option Bid Schedule C** – Includes a third Additional Hangar Facility

Low bidder will be determined by the total of Base Bid Schedule and the Additive Option Bid Schedule(s) selected by the Owner dependent upon available funding.

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15. PROJECT PHASING AND TIME OF COMPLETION

The Contract Time of Completion for the Work shall be based on the Bid Schedules selected. The Project Time Accounting will be measured in **Calendar Days** and will begin on the date as set forth in the Notice to Proceed. The time for completion shall include the time necessary to order and procure materials. The CONTRACTOR may not begin actual field installation of work until CONTRACTOR can demonstrate that all materials are available and weather conditions will allow completion of all work. The intent is to reduce the impact to airport operations and field engineering time. The CONTRACTOR shall present and update their project schedule prior to field installations, to ensure progressive completion.

The Project Phasing and Durations will be as follows:

PHASE	BID SCHEDULES AWARDED	DURATION	LIQUIDATED DAMAGES (PER CALENDAR DAY)
Phase 1 – Site Work	---	19 Calendar Days	\$1,500 / Day
<i>Phase 1 + Phase 2 – 1 Hangar Facility</i>	<i>Sch. A</i>	<i>82 Calendar Days</i>	<i>\$1,500 / Day</i>
<i>Phase 1 + Phase 2 – 2 Hangar Facilities</i>	<i>Sch. A + Sch. B</i>	<i>96 Calendar Days</i>	<i>\$1,500 / Day</i>
<i>Phase 1 + Phase 2 – 3 Hangar Facilities</i>	<i>Sch. A + Sch. B + Sch. C</i>	<i>110 Calendar Days</i>	<i>\$1,500 / Day</i>

16. LIQUIDATED DAMAGES

The CONTRACTOR agrees to pay, as liquidated damages, the sum of One Thousand, Five Hundred Dollars (\$1,500.00) for each consecutive calendar day thereafter that the Work remains uncompleted for the project.

17. AIRPORT OPERATIONS

The Battle Mountain Airport is a continuous operations airport of unscheduled takeoffs and arrivals of general aviation aircraft. Runway 3-21, Runway 12-30, and all taxiways will remain open and active throughout the duration of the project. A portion of the apron will be closed to provide an appropriate barrier between aircraft and construction activities.

Traffic NOTAMs are required to be in place for all runway closures as directed in the Safety Plan. The CONTRACTOR shall notify the ENGINEER and OWNER a minimum of three (3) working days prior to any runway closure. Entering or crossing an active runway and taxiway shall only be allowed with authorization from the OWNER designated escort.

18. PROJECT ACCESS

Access to the work will be through the manual gate located northwest of the main gate on Battle Mountain Airport Road. The Contractor will be responsible for providing a lock and chain to secure the gate outside of working hours and will be solely responsible for coordinating with their subcontractors and suppliers for access. Access using the main gate will not be allowed. Access into the site other than those designated shall be prohibited unless approved by the OWNER. See the General Plan for access to the project site. The Contractor shall not drive or park any vehicles or equipment on any airport pavements at any time.

The Contractor shall be solely responsible for, and bear all costs associated with the maintenance and dust control of access roads and all work areas during construction including any areas shut down (for winter or otherwise).

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19. WAGE RATES

This project includes County funds and is subject to the provisions of the State of Nevada Prevailing Wage Rates and related acts. The Contractor and every subcontractor on the project must pay the State of Nevada prevailing wage rates for Lander County, which are included in Section 2.

In as much as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all Contractors and all Subcontractors familiarize themselves with the classifications and current wage rates before submitting Bids based on these specifications. The Contractor and all Subcontractors are responsible for determining that the employees performing work on this job fall within one or more of the classifications listed on the attached Prevailing Wage Determination. If a classification is missing from the Wage Determination the Contractor MUST advise the engineer and initiate a request for approval of a proposed wage and benefit rate. The Contractor is responsible for any additional wages required as part of the wage rate conformance including subconsultants. Failure to notify the Engineer of missing classifications will not be cause for consideration for additional compensation.

All Certified Payrolls must be received with 10 days of the payroll date for each week in which work was performed. For those weeks where no work was performed a No Work Performed (NWP) notice must be received within 10 of the week ending. Payments will not be made unless all Certified Payrolls or NWP have been received from the Contractor and subcontractors.

Bidders shall include in the Bid any filing fees required to comply with the applicable labor laws.

20. SUBCONTRACTS PROVIDED TO ENGINEER

The Contractor shall provide copies of all subcontracts to the Engineer.

21. PERMITS AND FEES

The CONTRACTOR shall be responsible for all associated costs for permits, connection fees, utility addition and relocation fees, water costs, and inspection fees assessed by the State, County, or City and other private and public utilities required in the construction of the project.

22. GEOTECHNICAL STUDIES

No geotechnical investigation was conducted for this project. Boring logs from a nearby apron reconstruction project are provided in Appendix A.

23. WATER FOR CONSTRUCTION

Water is available on site for use during construction free of charge. Fill equipment including tanks and stand pipes shall meet the requirements of the local governing agency.

Lander County, Nevada
BATTLE MOUNTAIN AIRPORT
Construct Hangar Facilities
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BID PROPOSAL

Proposal of Granite Construction Company (hereinafter called "Bidder"), organized and existing under the laws of the State of California, doing business as * Corporation.

To Lander County, Nevada (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids for the **Construct Hangar Facilities** project, having examined the Drawings and Specifications with related documents and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies and to complete the Work in accordance with the Contract Documents within the time set forth therein. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this is a part.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder agrees that the Work will be substantially completed within the time identified in the Instruction for Bidders after the date when the Contract Time commences to run.

The Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work on time.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

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BID PROPOSAL (CONTINUED)

BID SCHEDULE OF ITEMS AND PRICES

The bidder agrees to perform all work described in accordance with the Contract Documents, Specifications and as shown on the Plans for the following unit prices. Unit prices for all items, all extensions, and the total amount of the Bid shall be shown.

PROJECT TITLE: Construct Hangar Facilities

CONTRACTOR NAME: Granite Construction Company

BASE BID SCHEDULE A – SITE PREPARATION AND ONE HANGAR FACILITY

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-102-3.1	Mobilization/Demobilization	1	LS	\$79,043 ⁰⁰	\$79,043 ⁰⁰
2.	P-151.4.1	Clearing	1.75	AC	\$3,300 ⁰⁰	\$5,775 ⁰⁰
3.	P-152-4.1	Unclassified Excavation Placed in Embankment	200	CY	\$71 ⁵⁰	\$14,300 ⁰⁰
4.	P-152-4.2	Unclassified Excavation Placed in On-Site Storage Area	2,792	CY	\$10 ⁵⁰	\$29,316 ⁰⁰
5.	P-152-4.3	Unsuitable Overdepth Excavation	100	CY	\$33 ⁰⁰	\$3,300 ⁰⁰
6.	D-701-5.1	12-inch C-900 PVC Storm Drain Pipe	114	LF	\$125 ⁰⁰	\$14,250 ⁰⁰
7.	D-751-5.1	Storm Drain Inlet	1	EA	\$5,000 ⁰⁰	\$5,000 ⁰⁰
8.	D-751-5.2	Storm Drain Outlet Structure	1	EA	\$3,700 ⁰⁰	\$3,700 ⁰⁰
9.	SP1-5.1	Hangar Facility, Complete in Place and Fully Operational	1	EA	\$530,000 ⁰⁰	\$530,000 ⁰⁰
TOTAL BASE BID SCH. A						\$684,684 ⁰⁰

ADDITIVE OPTION SCHEDULE B – SECOND HANGAR FACILITY

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	P-102-3.1	Mobilization/Demobilization	1	LS	\$14,300 ⁰⁰	\$14,300 ⁰⁰
2.	SP1-5.1	Hangar Facility, Complete in Place and Fully Operational	1	EA	\$530,000 ⁰⁰	\$530,000 ⁰⁰
TOTAL BASE BID SCH. B						\$544,300 ⁰⁰

ADDITIVE OPTION SCHEDULE C – THIRD HANGAR FACILITY

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
3.	P-102-3.1	Mobilization/Demobilization	1	LS	\$14,300 ⁰⁰	\$14,300 ⁰⁰
4.	SP1-5.1	Hangar Facility, Complete in Place and Fully Operational	1	EA	\$530,000 ⁰⁰	\$530,000 ⁰⁰
TOTAL BASE BID SCH. C						\$544,300 ⁰⁰

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BID PROPOSAL (CONTINUED)

BASE BID SCHEDULE A SUBTOTAL	\$ 684,684 ⁰⁰
ADDITIVE OPTION SCHEDULE B SUBTOTAL	\$ 544,300 ⁰⁰
ADDITIVE OPTION SCHEDULE C SUBTOTAL	\$ 544,300 ⁰⁰
TOTAL PROJECT COST	\$ 1,773,284 ⁰⁰

The undersigned acknowledges receipt of the following addenda:

Addendum No. ONE (1) Date: 4/24/2018

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) May 01, 2018

BIDDERS SIGNATURE 

TYPED NAME AND TITLE Brian Dowd, VP, Nevada Region

COMPANY NAME Granite Construction Company

MAILING ADDRESS 1900 Glendale Ave, Sparks, NV 89431

TELEPHONE 775-358-8792

CONTRACTOR'S REVENUE TAX NUMBER 94-0519552

Lander County, Nevada
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Granite Construction Company, as Principal, and Travelers Casualty and Surety Company of America, as Surety, a corporation duly organized under the laws of the State of Connecticut, having its principal place of business at ^{1 Tower Square} Hartford, CT 06183 in the State of Connecticut, and authorized to do business in the State of Nevada are hereby held and firmly bound unto Lander County, Nevada as OWNER in the penal sum of Five Percent (5%) of Bid Amount ^{5% of Bid} (\$ Amount) the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 23rd day of April, 2018.

The conditions of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Construct Hangar Facilities, PWP # LA-2018-091**.

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.
Granite Construction Company

By:

Principal

Travelers Casualty and Surety Company of America

By:

Surety

/Isabel Barron, Attorney-in-Fact

Countersigned:

By: N/A

Resident Agent

The Attorney-in-Fact (Resident Agent), who executed this Bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

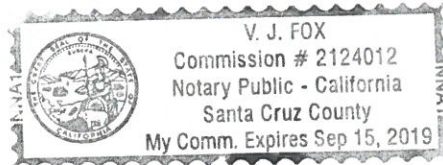
On April 23, 2018 before me, V.J Fox, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)
V.J Fox, Notary Public





POWER OF ATTORNEY

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

Attorney-In-Fact No. **232494**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron**, of the City of **Watsonville**, State of **California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granite Construction Incorporated and all subsidiaries and affiliates, alone or in joint venture.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

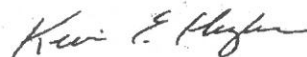
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which will remain in full force and effect through December 31, 2018.

Bond Executed on April 23, 2018



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 to contact us. Please refer to the Attorney-In-Fact number, the above-named individual and the details of the bond to which the power is attached.

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and office where project will be administered:
Granite Construction Company
1900 Glendale Ave
Sparks, NV 89431
2. List two or more construction projects similar in size and scope to this project that your company has completed within the past 3 years. Provide the following:

a. Project Name:	<u>GSAB Maintenance Hangar</u>
b. Owner Name:	<u>US Army Corps of Engineers</u>
c. Owner Contact:	<u>Dan Seier, dseier@swinerton.com</u>
d. Total Contract Amount:	<u>\$6,981,499</u>
e. Project Duration:	<u>1 year 5 months</u>
f. Project Superintendent:	<u>Not available at this time</u>

a. Project Name:	<u>Bus Parking Facility-San Diego Airport Authority</u>
b. Owner Name:	<u>San Diego Airport Authority</u>
c. Owner Contact:	<u>Chris George - cgeorge@san.org</u>
d. Total Contract Amount:	<u>\$5,651,175</u>
e. Project Duration:	<u>9 months</u>
f. Project Superintendent:	<u>Not available at this time</u>

a. Project Name:	<u>Assualt Battalion Maintenance Hangar</u>
b. Owner Name:	<u>US Army Corps of Engineers</u>
c. Owner Contact:	<u>Garren Harne - garren.harne@dboland.com</u>
d. Total Contract Amount:	<u>\$6,774,932</u>
e. Project Duration:	<u>2 years</u>
f. Project Superintendent:	<u>Not available at this time</u>

Note: All contact information shall be verified by the CONTRACTOR to be current and correct. This Information shall include: the OWNER's name, address, phone number, the OWNER's representative, who has working knowledge of the project, their name and phone number.

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3. List any projects involving your company that have involved litigation, threatened litigation, or negotiated settlements due to quality of work, contract time or other noncompliance with plans and specifications.

please see attached list of Arbitration & Liquidated Damages

4. In order to submit a Bid, the Bidder shall be licensed by the Nevada State Contractors' Board pursuant to Nevada Revised Statutes (NRS) Chapter 624 to perform the type of work required in the contract.

Nevada Contractors License: 0008079

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS (Continued)

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ARBITRATION & LITIGATION FILED AGAINST GRANITE CONSTRUCTION COMPANY (GCC) IN THE LAST FIVE (5) YEARS BY AN OWNER
(As of April 2018)

Work/Payment issues over \$50,000 only.

START DATE	PROJECT NAME	CASE NAME	DESCRIPTION	STATUS
4/8/15	Parking Lot Re-Pave, Dutch Harbor	Safeway v. GCC	Breach of contract; breach of express and implied warranties	9/17 - Judgment against GCC
8/11/15	Sacramento Railyards	City of Sacramento v. Transystems, et al. (including GCC)	Breach of contract, breach of warranties, negligence	Pending
12/21/17	Private Residential Driveway	NGC Fund I, LLC v. City of Santa Barbara, et al. (including GCC)	Negligence	Pending



Granite Construction Company
2013 - 2017 Liquidated Damages on Jobs over \$3,000,000

Year	Name and Address of Owner	Name of Engineer in Charge (Owner), Phone, Fax	Job #	Project Name and Location	Duration	Description of Liquidated Damages
2017	WA Department of Transportation 6610 16th Street East Suite B Fife, WA 98424-6750	Galus Sanoy (253) 365-6753	409839	SR 510 to SR 512 Congestion Management Contract No.: 8501lm-0053(968) Lacey, WA to Lakewood, WA	8/19/2013 - 2/24/2017	Assessed 2 days of LD's in the amount of \$9,792 as a pass through to subcontractor. \$49,971 in direct engineering costs with \$23,469 passing through to subcontractor.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Erica Moore (907) 269-4550	627413	ANC Taxiway R & T Improvements Contract No.: AIP 3-02-0016-177-2016 Anchorage, AK	6/10/16 - 6/20/17	LD's assessed in 2016/reduced in 2017 for interim completion date. REDUCED 2016 LD's to \$51,600.00 - LD's assessed for 19 days at \$4,300 for a total of \$81,700 for supplied material delay. This amount is to be reduced with the final amount to be determined.
	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	David Ballentine (805) 688-5920	537689	Highway 101 RHMA Overlay Contract No.: 05-1A7204 Santa Barbara County, CA	6/25/15 - 2/28/17	LD's were assessed for 29 days at \$5,400 for a total of \$156,600 due to delays in getting an approved RHMA mix design.
	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Lee Scolese, R.E. (760) 872-0759 (760) 937-8955 (M)	624661	SR395 RHMA Contract No.: 09-361304 Pleasant Valley, CA	7/10/17 - 12/1/17	Project completion time not met. LD's were assessed for 2 days totalling \$21,600
2016	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Maria Deyoe (619) 661-1342	397214	I-805 Direct Access Ramp (DAR) Contract No.: 11-2T1824 Olympic to East Naples, CA	4/1/2013 - 12/22/2016	\$4,441,500 for compounding schedule impacts and delays. More information is available upon request.
	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	Rodney Ruby (801) 910-2560	611504	Sr 199; Dugway to SR-36 Contract No.: F-0199(6)0 Dugway, UT	5/31/2016 - 9/30/2016	LD's were assessed for 8 days at \$2,430 for a total of \$19,440 which passed through to our subcontractor for delay. We also received LD's in an amount of \$100 per day for 13 days for a total of \$1,300 which Granite paid.
2015	None					
2014	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Chris Talbot (760) 872-0794	417807	Hwy 395 @ Cottonwood Rd Contract No.: 09-351604 Lone Pine, CA	5/5/2014 - 8/22/2014	LD's assessed for 28 days at \$5,400 per day for a total of \$151,200.
	Hanwha Ocells USA 8001 Irvine Center Drive Irvine, CA 92618-3001	James Malarese (949) 412-4440	442280	Garnet Solar - HQ USA Contract No.: N/A Palm Springs, CA	2/10/2014 - 7/29/2014	Project completion time not met due to lack of direction from Owner. LD's assessed at \$6,000 per day for 42 days.
	WA Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Robert Washabaugh (509) 577-1810	403048	Easton Hill East Bound West Bound Paving Contract No.: 8443 Easton, WA	6/30/2013 - 10/1/2014	LD's assessed for project working days overrun and direct engineering costs. \$13,179 per day for 4 days for total of \$52,716.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Jason Lamoreaux (907) 269-0450	400737	Dimond Boulevard Resurfacing Contract No.: EAP-0520(14)/53801 Anchorage, AK	5/23/2013 - 7/15/2014	Project completion time not met due to weather. LD's assessed at \$2,500 per day for 15 days for a total of \$37,500.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Mark Forkner (907) 269-0664	409204	Kenai Spur Highway Pavement Preservation Contract No.: IM-0221(014)/54142 Soldotna, AK	7/9/2013 - 5/20/2014	Project completion time not met. LD's assessed at \$1,500 for 15 days for a total of \$22,500.
2013	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Bob Lundell (907) 269-0450	241168	King Salmon Airport Lighting Contract No.: AIP 3-02-0148-12-2011/52673 King Salmon, Alaska	7/13/2011 - 6/21/2013	Project completion date & time not met. LD's assessed at \$65,000.
	WA Department of Transportation 1043 Goldenrod Road Burlington, WA 98233	Jay Drye (360) 757-5993	265150	I-5 Joe Leary Slough to Nulle Road Vic Paving Contract No.: 8016 Burlington, WA	3/15/2011 - 2/8/2013	LD's assessed at \$6,667 for a 50 minute delay in lane opening.

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SUBCONTRACTOR LIST
(TO BE SUBMITTED WITH BID)

Bidders are required to list the name of the **prime contractor** and **all first tier subcontractors** who will provide labor or a portion of the work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding **1 percent** of the prime contractor's total bid or **\$50,000**, whichever is greater. Bidders shall also provide a description of the labor or portion of work to be provided by the prime contractor and all first tier subcontractors as well as the estimated percent of total bid. Failure to complete this list pursuant Nevada Revised Statute (NRS) 338.141 will result in your bid being non-responsive and therefore void.

The bidder acknowledges that the **prime contractor** will perform all work other than that being performed by a first-tier subcontractor listed below.

<u>Granite Construction Company</u> Prime Contractor	<i>* ALL OTHER WORK NOT REQUIRED TO BE LISTED</i> <u>Portion of Work</u>	<i>Approx 91%</i> <u>% of Total Bid</u>
<i>NONE</i> <u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number _11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update from J-U-B Engineers, Inc. on current and upcoming projects at the Austin and Battle Mountain Airports, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action:



Agenda Request Form
COMMISSION MEETING DATE 5/10/18

NAME David Meyer REPRESENTING J-V-B Engineers, Inc.

ADDRESS 250 S. Beechwood Dr, Suite 201, Boise, ID 83704

PHONE (H) 208-869-0859 (W) 208-376-7330 (FAX) _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? Work

WHO WILL BE ATTENDING THE MEETING? David Meyer

JOB TITLE Project Engineer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Provide update on current and upcoming projects at Austin Airport and Battle Mountain Airport.

BACKGROUND INFORMATION: Lander County has several airport projects in the works and we would like to provide an update to the Commission.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? None at this time.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES _____ NO X

AMOUNT: _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES _____ NO X

WHEN? _____

HAS THIS ISSUE BEEN REVIEWED BY AFFECTED DEPT HEADS? YES X NO _____

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST- NOT AT THE MEETING

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X NO _____

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED REQUIRED REVIEW? YES _____ NO NA X

THE COMMISSION RESERVES THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: David Meyer DATE: 5/1/18

BATTLE MOUNTAIN

Realign Taxiway C, Relocate Wind Cones, Hold Bars, Signs, and Change Runway Designators – AIP No. 3-32-0001-026/027-2018

- Bid Results as Discussed
- Looking to move forward with award. Currently in discussion with FAA for concurrence.
- Construction start date set for September 5 (Wednesday after Labor Day). Runway closures will not start until Oct. 1. At least one runway will remain open at all times.

Construct Hangar Facilities – PWP # LA-2018-091

- Bid Results as Discussed
- Looking to move forward with award.
- Construction start tentatively scheduled for early August, but it will depend on the lead time for the pre-engineered building. Long lead times could result in a delayed start.

Self-Service Fueling System – PWP # LA-2018-092

- Currently Out to Bid
- Pre-Bid Meeting held 5/9/18 with Tylor Hall from First Fueling Systems (fueling subconsultant)
- Bid Opening on May 23, 2018
- Construction to start as soon as possible to help airport during fire season

AUSTIN

Master Plan – AIP No. 3-32-0026-016

- Steve Marshall with J-U-B is working toward finalizing the Master Plan Report
 - Currently under internal review
- A copy will be provided to Lander County for their review as well
- Once reviewed, the report will be sent to the FAA for their review and comment

Install New Fueling System – PWP # LA-2018-093

- Project Originally Bid on March 20, 2018
 - 3 Bids Received:
 - Diversified Systems: \$212,206.00
 - L.A. Perks: \$329,564.00
 - Road and Highway Builders: \$383,383.00
 - Engineer's Estimate: \$250,000.00
 - Apparent Low Bidder had issues with their Nevada Contractor's License.
 - After discussions with Keith Westengard, Executive Director, and Theodore Herrera, District Attorney, the County elected to not award to the low bidder due to the potential liability that could arise from their licensing irregularities.
 - The County elected not to award to the second bidder due to budget constraints. The decision was made to rebid the project.

- Project was repackaged to provide more flexibility via separating the flood lighting and associated work into a separate schedule. Additional contract days were also added to the project schedule of completion in an effort to lower prices and encourage additional bidders to submit bids.
- Pre-Bid Meeting held 5/9/18 with Tylor Hall from First Fueling Systems (fueling subconsultant)
- Bid Opening on May 23, 2018
- Construction start will likely coincide with construction of Battle Mountain Fueling project, especially if both projects are awarded to the same bidder.

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to appoint Lloyd Majors to the Lander County Combined Sewer & Water District #2 to Seat A with term ending 12-31-2020, and all other matters properly related thereto.

Public Comment:

Background: **Official Oath Attached**

Recommended Action:

DOC # 0285831
05/01/2018 12:13 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Lesley Bunch - Recorder
Fee: Page 1 of 2
RPTT: Recorded By: KM
Book- 704 Page- 0145

0285831

RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

Lander County Official Oath

Lloyd Majors

Lander County Combined Sewer & Water District #2

Seat A

This page added to provide information required by NRS 111.312 Sections 1-2

This cover page must be typed or printed.



FILED: 4/23, 2018

**LANDER COUNTY
OFFICIAL OATH**

**STATE OF NEVADA
COUNTY OF LANDER**

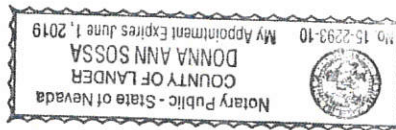
I, Lloyd Majors do solemnly swear (or affirm) that I will support, protect and defend the Constitution and government of the United States, and the Constitution and government of the State of Nevada, against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution of law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of LANDER COUNTY COMBINED SEWER & WATER DISTRICT #2, SEAT A on which I am about to enter; so help me God; (if an affirmation) under the pains and penalties of perjury.

Lloyd Majors

Subscribed and sworn to before me this 23rd day of April, 2018
Lander County, Nevada

Donna A. Sozza

DONNA SOSSA (Notary Signature)



LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number _13__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to appoint Bernice Alexander to the Lander County Combined Sewer & Water District #2 to Seat B with term ending 12-31-2018, and all other matters properly related thereto.

Public Comment:

Background: **Letter of interest attached.**

Recommended Action: **Appoint Bernice Alexander to the Lander County Combined Sewer & Water District #2.**

Bernice Alexander
PO Box 88 / 133 Bateman
Austin, NV 89310
775-761-0273

2018 APR 24 AM 9:33

March 27, 2018

Lander County Combined Sewer & Water District #2
PO Box 144/ 122 Main St.
Austin, NV 89310

Dear Board Members,

I am writing regarding the seat "B" vacancy on the Board of Lander County Combined Sewer and Water District #2 (LCCS&WD#2)

I have heard and seen flyers over the Austin Town area, and I am stating my intent to join the LCCS&WD#2 Board. I have lived in Austin my entire life and find that being a part of the LCCS&WD#2 Board may just be a way for me to give back to my community.

I look forward to serving with the current members to meet all our community's needs.

Sincerely Yours,



Bernice "Bea" Alexander

FILED: April 17, 2018

2018 APR 24 AM 9:33

**LANDER COUNTY
OFFICIAL OATH**

**STATE OF NEVADA
COUNTY OF LANDER**

I, Bernice "Bea" Alexander do solemnly swear (or affirm) that I will support, protect and defend the Constitution and government of the United States, and the Constitution and government of the State of Nevada, against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution of law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of LANDER COUNTY COMBINED SEWER & WATER DISTRICT #2, SEAT E on which I am about to enter; so help me God; (if an affirmation) under the pains and penalties of perjury.

Bernice Alexander

Subscribed and sworn to before me this 17 day of April, 2018
Lander County, Nevada

Donna A. Sossa

DONNA SOSSA (Notary Signature)



LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number _14__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update from Public Works regarding the status of projects, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action: **Update only**

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __15__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to award the Fire Pond Lining Project at the Battle Mountain Airport and to consider each of the following:

- a) High Mark: \$235,961.60 with no Alternate bid;
- b) King Construction: \$238,870.00 with an Alternate bid of \$780.00 totaling \$239,650.00;
- c) Remington Construction: \$286,888.00 with an Alternate bid of \$2,000.00 totaling \$288,888.00;
- d) H.E. Hunnewill Construction Co., Inc.: \$195,757.00 with an Alternate bid of \$1,000.00 totaling \$196,757.00;

And all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action:

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: 5/10/18

NAME Bert Ramos REPRESENTING: Public work

ADDRESS: 50 State Route 305

PHONE(H): 775-485-6830 (W): 775-635-2190 (FAX): 775-635-2801

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 455-6830

WHO WILL BE ATTENDING THE MEETING Bert Ramos
JOB TITLE Public Works Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and Possible action
Regarding approval notice of Award for the
Airport Fire Pond Liner

BACKGROUND INFORMATION Attached

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Approve

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST:

YES ☒ NO ☐

AMOUNT: _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

YES ☒ NO ☐

WHEN? _____

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS

YES ☒ NO ☐

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING,

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST?

YES ☒ NO ☐

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW?

YES ☐ NO ☐

THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Bert Ramos

DATE 5/11/18

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH

COMMISSION FAX (775) 635-5332

NOTICE OF AWARD

TO: HUNEWILL CONSTRUCTION CO. INC.
1410 West Railroad
Winnemucca, Nevada 89445

DATE: May 10, 2018
PROJECT: AIRPORT FIRE POND

PROJECT DESCRIPTION: BATTLE MOUNTAIN AIRPORT FIRE POND LINER PROJECT. The Owner has considered the bid submitted by you for the above described work in response to its Notice to Bidders dated April 11, 2018 and Instruction to Bidders.

You are hereby notified that your bid has been accepted for those items in the amount of One Hundred Ninety-Six Thousand Seven Hundred Fifty-Seven and no/100 Dollars (\$196,757.00).

You are required by the Instruction to Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Labor and Materials Bond and certificates of insurance within ten (10) calendar days from the date of receipt of this Notice.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of May, 2018.

LANDER COUNTY PUBLIC WORKS DEPT.
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby
acknowledged by HUNEWILL CONSTRUCTION CO. INC.

this the _____ day of May, 2018

By: _____

Title: _____



BOX 651 • EUREKA, NEVADA 89316 • (775) 237-5395
5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090

April 30, 2018

Bert Ramos – Public Works Director
LANDER COUNTY PUBLIC WORKS
50 State Route 305
Battle Mountain, Nevada 89820

**RE: BID SUMMARY AND RECOMMENDATION FOR AWARD
BATTLE MOUNTAIN, LANDER COUNTY, NEVADA
AIRPORT FIRE POND PROJECT
PWP NO. LA-2018-118**

Mr. Ramos;

Attached herewith is a copy of the bid summary and bid submittal checklist for the referenced project. Four bids were received at the Lander County Clerk's Office on Wednesday, April 25, 2018 prior to the bid time of 2:00 pm. High Mark and Remington Construction from Elko, King Construction from Fernley and Hunewill Construction from Winnemucca were the eligible bidders. The bids were then opened and read aloud.

The submitted bid documents from all four bidders were reviewed for completeness, alterations, math errors and irregularities. All documentation submitted with the bids were complete and without any math errors with the exception of High Mark Construction. They did not submit their bid on the correct bid form and did not include the Alternate Bid Item, although they acknowledged and included the Addendum that identified that requirement. Hunewill Construction was the apparent low bidder with a base bid amount of \$195,757.00 and an alternate bid amount \$1,000.00 for a total bid amount of \$196,757.00. The bid from Hunewill Construction is less than the Engineer's Estimate of \$263,200.00.

Based on the results of the bidding between all four bidders and previous work experience, the bid appears reasonable. Pending Public Works verification of available budget, Day Engineering recommends the Commission accept Hunewill Construction's bid, including alternative bid items, in the amount of \$196,757.00.

Based on BLM requirements for use of the pond during fire season, the construction cannot commence until late October. As part of the Addendums for this project, the apparent low bidder has provided a signed statement honoring their bid prices until the end of the year (2018). Day Engineering recommends considering executing the attached Notice of Award, despite the required delay in construction start time.

Mr. Bert Ramos
Bid Recommendation Letter
April 30, 2018
Page 2

If you have any questions or require additional information, please do not hesitate to call the undersigned at (775) 423-9090.

Sincerely,
DAY ENGINEERING



Martin Ugalde

Enclosures

cc: Keith Westengard – Lander County Executive Director
Tammy Dimitroff – Lander County Public Works
Stephanie Colorado – Day Engineering
Dean Day, P.E. – Day Engineering Principal

C:\\$DayEngineering\Lander\Battle Mtn\Airport Fire Pond Liner\docs\L4 30 18 Bid Award Letter.doc

BID SUBMITTAL CHECKLIST

~~FILE~~ EFFLUENT-OVERFLOW POND LINING PROJECT
BATTLE MOUNTAIN, LANDER COUNTY, NEVADA

PWP NO. LA-2018-107 ~~119~~

APRIL 25, 2018 ²~~3~~:00 PM

BIDDER	PROP.	REVISED BID	BID BOND	GEN. CONT	LIST OF SUBS	AFFID. OF NON- COLLUS.	AFFID. OF AB 144	CONT. WAIVER NRS 338	ADDEND. 1
HIGH MARK	✓	235,961.60	✓	✓	✓	✓	✓	✓	✓
HUNEWILL	✓	195,157.00 1,000.00	✓	✓	✓	✓	✓	✓	✓
KING	✓	238,870.00 780.00	✓	✓	✓	✓	✓	✓	✓
REMINGTON	✓	206,288.00 2,000.00	✓	✓	✓	✓	✓	✓	✓

AIRPORT FIRE POND LINER - BASE BID (ENGINEER'S ESTIMATE)															
BID ITEM		BID ITEM DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	HUNEWILL		HIGH MARK		KING		REMINGTON	
								UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1		Mob Demob		1	LS	\$75,000	\$75,000	\$13,206	\$13,206	\$11,671	\$11,671	\$18,500	\$18,500	\$30,638	\$30,638
2		Remove Exist. HDPE Liner		13,000	SF	\$1.00	\$13,000	\$1.20	\$15,600	\$0.86	\$11,180	\$0.64	\$8,320.00	\$0.25	\$3,250.00
3		Pond Re-Grading		1	LS	\$15,000	\$15,000	\$3,100	\$3,100	\$21,016	\$21,016	\$10,270	\$10,270	\$15,000	\$15,000
4		1-Inch PVC Vent Pipe		260	LF	\$45	\$11,700	\$29.00	\$7,540	\$18.41	\$4,786.60	\$62.50	\$16,250.00	\$50.00	\$13,000.00
5		Directional Bore (2) 4" PVC Drains		2	EA	\$7,500	\$15,000	\$4,057	\$8,114	\$11,386	\$22,772	\$9,620	\$19,240	\$10,000	\$20,000
6		48" Leak Detection Manholes		2	EA	\$7,500	\$15,000	\$4,000	\$8,000	\$5,759	\$11,518	\$5,200	\$10,400	\$12,000	\$24,000
7		60-Mil HDPE Secondary Liner		13,000	SF	\$1.00	\$13,000	\$2.60	\$33,800	\$1.99	\$25,870	\$3.77	\$49,010	\$3.00	\$39,000
8		200-Mil Geonet		28,000	SF	\$0.75	\$21,000	\$0.79	\$22,120	\$0.68	\$19,040	\$0.94	\$26,208	\$1.00	\$28,000
9		60-Mil HDPE Primary Liner		28,000	SF	\$1.00	\$28,000	\$1.39	\$38,920	\$1.90	\$53,200	\$1.27	\$35,672	\$2.00	\$56,000
10		Chain Link Fencing and Signage		1	LS	\$30,000	\$30,000	\$20,357.00	\$20,357	\$29,908	\$29,908	\$20,000	\$20,000	\$33,000	\$33,000
11		Force Account		1	LS	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
		BASE BID TOTAL					\$261,700.00		\$195,757.00		\$235,961.60		\$238,870.00		\$286,888.00
OVERFLOW POND LINER - ALTERNATE BID															
BID ITEM		BID ITEM DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	HUNEWILL		HIGH MARK		KING		REMINGTON	
								UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE*	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1		Repair Exist. Liner at Anchor Trench		1	LS	\$1,500.00	\$1,500	\$1,000.00	\$1,000	\$0.00	\$0	\$780.00	\$780	\$2,000.00	\$2,000
		ALTERNATE BID TOTAL					\$1,500		\$1,000		\$0		\$780		\$2,000
		COMPLETE BID TOTAL					\$263,200.00		\$196,757.00		\$235,961.60		\$239,650.00		\$288,888.00
*High Mark did not submit their bid on the revised bid schedule provided in the Addendum No. 1 as an alternate bid item and price was not included.															

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number _16__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to award the Effluent Overflow Pond Project at the Battle Mountain Sewer Pond and to consider each of the following:

- a) High Mark: \$496,257.80 with an Alternate bid of \$163,750.00 totaling \$660,007.80;
- b) King Construction: \$485,620.00 with an Alternate bid of \$75,360.00 totaling \$560,980.00;
- c) Remington Construction: \$558,599.00 with an Alternate bid of \$141,400.00 totaling \$699,999.00;
- d) H.E. Hunnewill Construction Co., Inc.: \$437,310.00 with an Alternate bid of \$185,832.00 totaling \$623,142.00;

And all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: 5/10/18

NAME Bert Ramos REPRESENTING: Public Works

ADDRESS: 50 State Route 305

PHONE (H): ^{CH}775-455-6860 (W): 775-635-2190 (FAX): 775-635-2801

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 455-6860

WHO WILL BE ATTENDING THE MEETING Bert Ramos
JOB TITLE Public Works Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and Possible action
Regarding approval notice of award for the
overflow Pond Linning

BACKGROUND INFORMATION attached

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Approve

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES X NO

AMOUNT:

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO

WHEN? 4/26/18

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES X NO

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING,

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X NO

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES NO

THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Bert Ramos

DATE 5/1/18

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH

COMMISSION FAX (775) 635-5332

NOTICE OF AWARD

TO: KING CONSTRUCTION INC.
2040 Farm District Road
Fernley, Nevada 89408

DATE: May 10, 2018
PROJECT: OVERFLOW POND
LINING

PROJECT DESCRIPTION: **BATTLE MOUNTAIN EFFLUENT OVERFLOW POND LINING PROJECT.** The Owner has considered the bid submitted by you for the above described work in response to its Notice to Bidders dated April 11, 2018 and Instruction to Bidders.

You are hereby notified that your bid has been accepted for those items in the amount of Five Hundred Sixty Thousand, Nine Hundred Eighty and no/100 Dollars (\$560,980.00).

You are required by the Instruction to Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Labor and Materials Bond and certificates of insurance within ten (10) calendar days from the date of receipt of this Notice.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of May, 2018.

LANDER COUNTY PUBLIC WORKS DEPT.
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by KING CONSTRUCTION INC.

this the _____ day of May, 2018

By: _____

Title: _____

OVERFLOW POND LINER - BASE BID (ENGINEER'S ESTIMATE)																			
BID ITEM	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	HUNEWILL	HIGH MARK	REMINGTON	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE
1	Mob Demob	1	LS	\$75,000	\$75,000	\$50,530	\$50,530	\$19,000	\$19,000	\$19,000	\$23,930	\$68,579	\$68,579	\$23,930	\$68,579	\$68,579	\$23,930	\$68,579	\$68,579
2	Pond Re-Grading	1	LS	\$30,000	\$30,000	\$14,820	\$14,820	\$49,500	\$49,500	\$49,500	\$82,875	\$82,875	\$82,875	\$82,875	\$82,875	\$82,875	\$82,875	\$82,875	\$82,875
3	Demo of Pipe and Liner / Repairs	1	LS	\$25,000	\$25,000	\$9,030	\$9,030	\$6,300	\$6,300	\$6,300	\$17,762	\$20,000	\$20,000	\$17,762	\$20,000	\$20,000	\$17,762	\$20,000	\$20,000
4	12-Inch HDPE Overflow Pipes	4	EA	\$7,500	\$30,000	\$2,925	\$11,700	\$7,450	\$29,800	\$7,450	\$55,816	\$8,500	\$34,000	\$55,816	\$8,500	\$34,000	\$55,816	\$8,500	\$34,000
5	Geotextile Fabric	200,000	SF	\$0.75	\$150,000	\$0.43	\$86,000	\$0.37	\$74,000	\$0.37	\$80,000	\$0.40	\$80,000	\$74,000	\$0.40	\$80,000	\$0.40	\$80,000	\$80,000
6	60-Mil HDPE Liner	200,000	SF	\$1.00	\$200,000	\$1.06	\$212,800	\$0.84	\$168,000	\$0.84	\$178,000	\$1.00	\$200,000	\$168,000	\$1.00	\$200,000	\$0.89	\$178,000	\$200,000
7	6-Foot Chain Link Fence	1180	LF	\$50	\$59,000	\$43.00	\$50,740	\$34.50	\$40,710	\$34.50	\$40,710	\$39	\$46,020	\$40,710	\$39	\$46,020	\$39	\$46,020	\$46,020
8	Force Account	1	LS	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	BASE BID TOTAL				\$619,000.00		\$485,620.00		\$437,310.00					\$496,257.80		\$558,599.00			
OVERFLOW POND LINER - ALTERNATE BID																			
BID ITEM	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	HUNEWILL	HIGH MARK	REMINGTON	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE
A1	Desludge Pond 1	410,000	GAL	\$0.45	\$184,500	\$0.18	\$73,800	\$0.45	\$184,500	\$0.45	\$184,500	\$0.34	\$139,400	\$184,500	\$0.34	\$139,400	\$0.34	\$139,400	\$139,400
A2	Install Ladders at Pipes	1	EA	\$2,500	\$2,500	\$1,560	\$1,560	\$1,332	\$1,332	\$1,332	\$3,850	\$2,000	\$2,000	\$3,850	\$2,000	\$2,000	\$3,850	\$2,000	\$2,000
	ALTERNATE BID TOTAL				\$187,000		\$75,360		\$185,832					\$163,750		\$141,400			
	COMPLETE BID TOTAL				\$806,000.00		\$560,980.00		\$623,142.00					\$660,007.80		\$699,999.00			



BOX 651 • EUREKA, NEVADA 89316 • (775) 237-5395
5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090

April 30, 2018

Bert Ramos – Public Works Director
LANDER COUNTY PUBLIC WORKS
50 State Route 305
Battle Mountain, Nevada 89820

**RE: BID SUMMARY AND RECOMMENDATION FOR AWARD
BATTLE MOUNTAIN, LANDER COUNTY, NEVADA
EFFLUENT OVERFLOW POND PROJECT
PWP NO. LA-2018-107**

Mr. Ramos;

Attached herewith is a copy of the bid summary and bid submittal checklist for the referenced project. Four bids were received at the Lander County Clerk's Office on Wednesday, April 25, 2018 prior to the bid time of 3:00 pm. High Mark and Remington Construction from Elko, King Construction from Fernley and Hunewill Construction from Winnemucca were the eligible bidders. The bids were then opened and read aloud.

The submitted bid documents from all four bidders were reviewed for completeness, alterations, math errors and irregularities. All documentation submitted with the bids were complete and without any math errors. Hunewill Construction was the apparent low bidder on the base bid with a bid amount of \$437,3104.00; however, if the alternate bid amount is included in project award, King Construction from Fernley is the apparent low bidder with a total bid amount, including the Alternate Bid Items, of \$560,980.00. Hunewill's total bid including the Alternate Bid Items was \$623,140.00. The bid from King Construction is less than the Engineer's Estimate of \$806,000.00, including the alternate bid items.

Based on the results of the bidding between all four bidders, King Construction's bid appears reasonable. Pending Public Works verification of available budget, Day Engineering recommends the Commission accept King Construction's bid, including alternative bid items, in the amount of \$560,980.00.

If there is available budget to fund this project, Day Engineering recommends executing the attached Notice of Award.

Mr. Bert Ramos
Bid Recommendation Letter
April 30, 2018
Page 2

If you have any questions or require additional information, please do not hesitate to call the undersigned at (775) 423-9090.

Sincerely,
DAY ENGINEERING



Martin Ugalde

Enclosures

cc: Keith Westengard – Lander County Executive Director
Tammy Dimitroff – Lander County Public Works
Stephanie Colorado – Day Engineering
Dean Day, P.E. – Day Engineering Principal

C:\\$DayEngineering\Lander\Battle Mtn\WWTP Overflow Pond Liner\docs\LA 30 18 Bid Award Letter.doc

BID SUBMITTAL CHECKLIST

~~OVERFLOW~~ ~~WIRPORT FIRE~~ POND LINING PROJECT
BATTLE MOUNTAIN, LANDER COUNTY, NEVADA

PWP NO. LA-2018-148 167

APRIL 25, 2018 ³ - 2:00 PM

BIDDER	PROP.	REVISED BID	BID BOND	GEN. CONT	LIST OF SUBS	AFFID. OF NON- COLLUS.	AFFID. OF AB 144	CONT. WAIVER NRS 338	ADDEND. 1 & 2
HIGH MARK	✓	496,257 ⁸⁰ 163,750 ⁰⁰	✓	✓	✓	✓	✓	✓	✓
HUNEWILL	✓	457,310 ⁸⁰ 185,882 ⁰⁰ 623,142 ⁸⁰	✓	✓	✓	✓	✓	✓	✓
KING	✓	485,020 ⁰⁰ 75,360 ⁸⁰ 560,380 ⁰⁰	✓	✓	✓	✓	✓	✓	✓
REMINGTON	✓	558,559 ⁸⁰ 141,400 ⁰⁰	✓	✓	✓	✓	✓	✓	✓

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __17__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the Well 9-A Project and the direction the Board of Commissioners would like the Public Works Director to take, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __18__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove Resolution 2018-06, a Resolution modifying the fee schedule for the Battle Mountain Water System to include the rate for non-potable water, and all other matters properly related thereto.

Public Comment:

Background: **Resolution 2018-06 attached**

Recommended Action: **Approve resolution 2018-06**

RESOLUTION NO. 2018-06

of the Board of Lander County Commissioners

SUMMARY: A RESOLUTION MODIFYING THE FEE SCHEDULE FOR THE BATTLE MOUNTAIN WATER SYSTEM.

WHEREAS, Lander County has the authority to establish the fee schedule for the Battle Mountain Water System pursuant to LCC 13.12.720; and

WHEREAS, Lander County finds it necessary to set forth a new fee in the current fee schedule in order to continue to provide quality service by Lander County Water and Sewer District 1.

NOW, THEREFORE, BE IT RESOLVED, that the fees for the Battle Mountain Water System shall be modified as indicated, which serves Battle Mountain and the modified fee is as follows:

NON-POTABLE WATER \$1.20/per thousand gallons

BE IT FURTHER RESOLVED, that all other water and sewer fees shall remain as currently in effect.

PASSED AND ADOPTED this ____ day of May, 2018.

THOSE VOTING AYE: Commissioner:_____

Commissioner:_____

Commissioner:_____

Commissioner:_____

Commissioner:_____

THOSE VOTING NAY: Commissioner:_____

Commissioner:_____

THOSE ABSENT: Commissioner:_____

Commissioner:_____

Doug Mills, Chair
Lander County Board of Commissioners

ATTEST: _____
SADIE SULLIVAN
Lander County Clerk

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number _19__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update from Ken Brown regarding Western Counties Alliance and Public Lands, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action: **This is a non-action item.**



Western Counties Alliance

Ken Brown-Executive Director

Agenda

1. Payment in Lieu of Taxes (PILT)
2. Secure Rural Schools (SRS)
3. Geothermal
4. National Monuments
5. Sage Grouse
6. Wild Horse Burro (WHB)
7. Other Issues

P.O. Box 21 Randolph, UT 84064 Phone: 307-679-3658 (Cell) 435-793-5555 (O/F)

krbrownwca@allwest.net
342

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number _20__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Update from the Planning Coordinator, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:

LANDER COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT



Dear County Commissioners,

Here is a small update from the Community Development Department:

SUP in FY 17-18:

1. Maverik Inc. 120' by 29' freeway oriented sign 7-12-17
2. T-Mobil install microwave antenna, shelf-support lattice tower and 19' rack on Hickison Summit Tower. 7-12-17
3. AT&T Mobility install 30' extension to sheriff's office tower to include antennas and radio equipment 9-13-17
4. ORMAT/ORNI 41 LLC Phase III McGinness Hills Geothermal Plant 12-13-17
5. Billy Gandolfo RV Park in land zoned MRC 3-14-18

There were 13 Home Occupation Permits issued from 07/17 to 05/18

LEDA is working towards extending the existing Bike/Pedestrian path, have engineered maps and documentation ready for when the next grant opens.

LEDA will be having a CEDS workshop/update on May 2, 2019 at 1:45 p.m.

Starting Workshops for Possibility of designating an Industrial Park in the Battle Mountain area. First workshop will be on May 9, 2019 at 1 PM. This will include Rex Massey, members of the Planning Commission, Members of LEDA, myself and all others are welcome. The first meeting will be to discuss location and existing utilities.

I have been working with the Assessor's office on getting the training necessary for the Business License transfer to my office. This is going well.

This is as much of an update as I have for now.

Thank You,

Kyla Bright
Planning Coordinator.

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __21__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the vacant Human Resources position for Lander County, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number __22__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding Lander County's Tentative Budget for FY 2018/2019, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
5/10/2018

Agenda Item Number _23__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Correspondence/reports/potential upcoming agenda items.

Public Comment:

Background:

Recommended Action:

1. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. Analysis of Barrick Cortez, Inc.
2. State of Nevada. Department of Conservation and Natural Resources. Notice of Proposed Action by the State of Nevada. Newmont USA Limited.
3. Barrick Cortez, Inc. County Commissioners. Application for Pine Valley Infiltration Water Pollution Control Permit Barrick Cortez Inc.



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Mount Lewis Field Office
50 Bastian Road
Battle Mountain, Nevada 89820
Phone: 775-635-4000 Fax: 775-635-4034
<http://www.blm.gov/nevada>

In Reply Refer To:
3809 (NVB01000)
NVN-067575 (18-1A)

APR 25 2018

Dear Interested Public:

The Bureau of Land Management, Mount Lewis Field Office, has completed its analysis of the Barrick Cortez, Inc. – Cortez Refractory Ore Amendment to the Plan of Operations (NVN-067575 [18-1A]) and has provided the Environmental Assessment for a 30-day public comment period.

The proposed minor amendment to the current Cortez Gold Mines Plan of Operations (NVN-067575) would allow the shipment (transport or haul) of an additional 1.2 million tons of refractory ore from the Cortez Mine Cortez Hills Open Pit to the Goldstrike Mine (Goldstrike) in an 18-month period for processing, which would begin immediately upon BLM approval (Proposed Action). The minor amendment would not change mining, stockpiling, sampling, or the ore transportation route; and would not require new ground disturbance. The Proposed Action would modify the transportation plan to allow for additional trucks necessary to haul the additional 1.2 million tons of refractory ore for an 18-month period.

The EA and other relevant documents are available on the BLM ePlanning webpage at <https://go.usa.gov/xQBvn> and hardcopies of these documents are available for review at the MLFO at the above address during regular business hours, 7:30 a.m. to 4:30 p.m., Monday through Friday. You can submit comments directly to the BLM by submitting hardcopies to the office by delivery or mail or by emailing khurrell@blm.gov.

The Public comment period ends May 24, 2018.

If you have any questions or require clarification on this EA, please call Kevin Hurrell, Planning and Environmental Coordinator at (775) 635-4000.

Sincerely,

Jon D. Sherve
Field Manager
Mount Lewis Field Office



Notice of Proposed Action

By the
State of Nevada

The Administrator of the Division of Environmental Protection (the Division) gives notice that an application for a major modification of a Water Pollution Control Permit for the Fortitude/Reona (Phoenix) Project, a mining and beneficiation facility, has been properly filed with the Division of Environmental Protection in Carson City. The Applicant for modification of Water Pollution Control Permit NEV0087061 (Permit) is:

Newmont USA Limited
P.O. Box 1657
Battle Mountain, NV 89820

The facility is located on public and private land in Lander County, within Sections 15, 16, 20-29, and 32-36 T31N, R43E; and Sections 1-5, 7-11, and 14-22, T30N, R43E, MDB&M, approximately 13 miles (south) of the town of Battle Mountain.

The major modification consists of a pit consolidation and expansion.

The Administrator is constrained to either issue the modified Permit or to deny the application. The Administrator has made the tentative decision to issue the modified Permit.

Persons wishing to comment upon the proposed Permit, to recommend terms and conditions for consideration of incorporation into the Permit, or who request a public hearing pursuant to NAC 445A.403, must submit their written comments, objections, or requests by hand delivery or US Postal Service, or by facsimile or e-mail transmittal, no later than 5:00 PM on the 30th day following the date of publication of this notice (submittal end date 25 May 2018) to:

Division of Environmental Protection
Bureau of Mining Regulation and Reclamation
901 South Stewart Street, Suite 4001
Carson City, NV 89701-5249

All comments, objections, or requests received during the public notice period will be considered in the final determination regarding the Permit. If the Division determines written comments or requests indicate a significant degree of public interest in this matter, the Administrator shall schedule a public hearing in accordance with the requirements of NAC 445A.405.

The draft Permit and all application documents are on file at the Division and are available for public inspection and copying pursuant to Nevada Revised Statute 445A.665. For more information, contact Natasha Zittel at (775) 687-9413 or visit the Division public notice website at <https://ndep.nv.gov/posts/category/land>.

STATE OF NEVADA
Department of Conservation and Natural Resources
Division of Environmental Protection
Bureau of Mining Regulation and Reclamation
Water Pollution Control Permit

Permittee: **Newmont USA Limited
Fortitude/Reona (Phoenix) Project
PO Box 1657
Battle Mountain, Nevada 89820-1657**

Permit Number: **NEV0087061**
Review Type/Year/Revision: **Renewal 2016, Revision 01**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to construct, operate, and close the **Fortitude/Reona (Phoenix) Project**, in accordance with the limitations, requirements and other conditions set forth in this Permit. The Permittee is authorized to process up to **20,000,000 tons** of ore per year.

The facility is located in Lander County, within Sections 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, and 36 Township 31 North (T31N), Range 43 East (R43E); and Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, and 22, T30N, R43E; Mount Diablo Baseline and Meridian, approximately 13 miles south of the town of Battle Mountain, Nevada.

The Permittee must comply with all terms and conditions of this Permit and all applicable statutes and regulations.

This Permit is based on the assumption that the information submitted in the application of 24 September 1987, as modified by subsequent approved amendments, is accurate and that the facility has been constructed and is being operated as specified in the application. The Permittee must inform the Division of any deviation from or changes in the information in the application, which may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **Day Month 2018**, and shall remain in effect until **1 February 2021** unless modified, suspended, or revoked.

Signed this ____ day of **MONTH 2018**.

Joseph Sawyer, P.E.
Chief, Bureau of Mining Regulation and Reclamation

I. Specific Facility Conditions and Limitations

A. In accordance with operating plans and facility design plans reviewed and approved by the Division the Permittee shall:

1. Construct, operate, and close the facility in accordance with those plans;
2. Contain within the fluid management system all process fluids including all meteoric waters which enter the system as a result of the 25-year, 24-hour storm event; and
3. Not release or discharge any process or non-process contaminants from the fluid management system.

B. Schedule of Compliance:

1. By 31 July 2018 and prior to the advancement of mining into any areas of the "Greater Phoenix Project" that have not been characterized or have been determined by the Division to require additional characterization, the Permittee shall provide the Division with an incremental mine and characterization plan for the period beginning with the effective date of the 2018 Major Modification and through the 2021 to 2025 Permit renewal cycle. The plan shall be approved by the Division prior to advancement of mining into these areas. The plan shall include:
 - a. A work plan and implementation schedule for the incremental mine expansion and sample characterization, including spatially representative borehole sampling locations within the incremental pit expansion through the 2021 Permit renewal;
 - b. A detailed geological map with cross-sections showing the extent of the pit shell, pit depth, and borehole sample locations for the incremental pit expansion projected through the 2021 Permit renewal;
 - c. Characterization results for representative ore and waste rock samples obtained from borehole locations within the incremental pit expansion. Analytical tests utilized for the characterization studies shall include Meteoric Water Mobility Procedure-Profile I (MWMP-Profile I) and Static Testing (Acid-Base Accounting (ABA));
 - d. A detailed sample selection plan and implementation schedule for the Kinetic Testing (humidity cell tests) of spatially representative ore and waste rock samples obtained from the borehole sample collection program in Part I.B.1.a.
 - e. A detailed sample selection plan and implementation schedule for the Kinetic Testing (humidity cell tests following ASTM D5744-07) for drainage blanket construction using leachate from pit high walls. Samples shall include the same formations (specifically samples GrPx-006 and GrPx-024) as detailed in the 8 February 2018 "Geochemical Evaluation of Waste Rock for Blanket Drain Construction at the Phoenix Mine". These kinetic testing procedures must incorporate appropriate methods to be applicable to the proposal to alternatively drain and fill the Greater Phoenix pit lakes.
2. Within 180 days after the effective date of this Permit (by XX Month 2018), the Permittee shall submit to the Division for review and approval a work plan and implementation schedule demonstrating the suitability and sustainability of the

proposed Section 31 Area for future agriculture use. The plan shall include at a minimum: a discussion of necessary steps to obtain authorization to appropriate well water for the proposed activity, groundwater infiltration studies, growth media characterization, determination of available nutrients, potential for metal and metal salt attenuation, and site preparation work necessary for future agriculture use.

3. Within 180 days after the effective date of this Permit (by XX Month 2018), the Permittee shall submit to the Division a work plan and implementation schedule demonstrating a proof-of-concept for the treatment and use of treated pit lake water for alfalfa growth when applied at agronomic rates. The plan and schedule shall be designed to provide results to the Division with the Permit renewal application due 1 October 2020. The conceptual studies shall include but are not limited to:
 - a. Evaluation of the effectiveness of treatment methods for pH adjustment and metal removal from pit lake water;
 - b. Effect of blended, and non-blended treated pit lake water on alfalfa growth when applied at agronomic rates;
 - c. Determination of the amount and quality of any water that infiltrates beyond the root zone;
 - d. Effect of metal, non-metal, and salt uptake by the alfalfa;
 - e. Suitability and sustainability of the alfalfa cropping proposed for Section 31 and the determination of amendments and nutrients necessary for alfalfa growth; and
 - f. An independent third-party evaluation by a local, state, or federal agricultural or extension agency, demonstrating the suitability of the Section 31 alfalfa crop for consumption by livestock.
4. Within 120 days after the effective date of the Permit (by 1 October 2018), the Permittee shall submit revised predictive models to assess:
 - a. Groundwater flow, to include regional analysis and transient hydrologic conditions near the Greater Phoenix pits due to alternating pumping and filling of the pit lakes;
 - b. Fate and transport of contaminants, to include migration of constituents through the subsurface in the vicinity of the Greater Phoenix project as well as any proposed measures to retard contaminant migration;
 - c. Pit-lake geochemistry, to include the geochemical impacts of alternating periods of pumping and filling of the pit lakes using methods appropriate for the level of complexity in the proposed plan; and
 - d. Ecological risk, to include potential risk to human, terrestrial, and avian receptors based on predicted water quality without the use of palatability as an adjustment factor.

These predictive models must adequately address all previous Division comments as described in correspondence dated 7 September 2016, 24 October 2016, 28 November 2016, 4 January 2017, 26 September 2017, and 12 February 2018.

5. Within 120 days prior to the 1 February 2021 expiration date of this Permit (by 1 October 2020), the Permittee shall submit to the Division a complete, Permit Renewal Application for review and approval. The application shall be a “stand alone” document and include all relevant plan updates, reports, studies, predictive pit lake and hydrological models, alfalfa proof-of-concept report, and any other documentation in support of the 2021 Permit Renewal.
6. By 28 December of each year, the Permittee shall submit an abandonment and replacement schedule for the wells impacted by the Pit or Waste Rock Facilities expansion for the following year. This schedule shall allow the replacement wells to be installed and monitored a minimum of one quarter before the original well is abandoned. The schedule shall be approved by the Division before any proposed wells are abandoned.

The schedule of compliance items above are not considered completed until approved in writing by the Division.

- C. The fluid management system and facilities covered by this Permit consists of the following process components:

Phoenix Gold Leach Process Components

1. The high-density polyethylene (HDPE)-lined Reona Gold Heap Leach Pad Phase 1 through Phase 4, the leak detected solution collection and recycle sumps, and the Reona synthetic-lined Event Pond 1 (EP-1) with leak collection and recovery system;
2. The Reona Gold Heap Leach Pad underdrain solution collection system and HDPE-lined solution collection ditches;
3. The Reona Gold Heap Leach Pad individual leach pad cell leak collection and recovery systems; and
4. The Reona Gold Heap Leach Pad and process recovery facility including, but not limited to, all ponds, tanks, basins, sumps, pumps, and piping necessary to interconnect the process components.

Phoenix Mill Process Components

5. The Coarse Ore Stockpile Pad lined with geosynthetic clay layer (GCL), synthetic-lined Outlet Sump, Outlet pipes, concrete corridor slab, and associated containment, pumps, sumps, and pipelines;
6. The Phoenix Mill building including, but not limited to, all tanks, basins, sumps, pumps, and pipelines necessary to interconnect the components within the building;
7. The historic unlined tailings impoundment divided into a northern (Copper Operations) portion, a southern (Gold Operations) portion, and the HDPE-lined Phoenix Mine Tailings Impoundment constructed over a portion of the northern impoundment, the double HDPE-lined and leak detected Phoenix Mine Tailings Impoundment reclaim pond, and all sumps, pumps, pipelines, and ditches necessary to convey and control process fluids and process materials to, within, and from the Phoenix Mine Tailings Impoundment; and

8. Transfer pipes, valves, and pumps used in conveyance, control or detection of process fluids between components.

Phoenix Copper Leach Project Process Components

9. The HDPE-lined Reona Copper Heap Leach Pad Phases 1A and 1B, the leak detected solution collection and recycle sumps, and the Reona Copper Heap Leach HDPE-lined Pregnant Leach Solution (PLS)/Event Pond with leak collection and recovery system;
10. The Reona Copper Heap Leach Pad underdrain solution collection system and HDPE-lined solution collection ditches;
11. The Reona Copper Heap Leach Pad individual leach pad cell leakage collection and recovery systems;
12. The HDPE-lined Phoenix Copper Heap Leach Pad Phases 1, 2, and 3, the leak detected solution collection and recycle sumps, and the Phoenix Copper Heap Leach HDPE-lined PLS/Sediment, PLS, Phase 1, and Phase 2 Event Ponds with leakage collection and recovery systems;
13. The Phoenix Copper Heap Leach Pad underdrain solution collection system and HDPE-lined solution collection ditches;
14. The Phoenix Copper Heap Leach Pad individual leach pad cell leakage collection and recovery systems; and
15. The SX-EW copper recovery facility including, but not limited to, all ponds, tanks, basins, sumps, pumps, and piping necessary to interconnect the process components.

Other Solution Sources

16. The Run-of-Mine (ROM) Ore Stockpile Pad with low hydraulic conductivity soil layer (LHCSL), the double HDPE-lined and leak detected ROM Ore Stockpile Collection Pond and ROM Phase 3 Stormwater Runoff Pond, and associated pipelines, pumps, and sumps;
17. The Philadelphia Canyon and Box Canyon waste rock seep solution and stormwater collection and conveyance systems, including but not limited to, groundwater monitoring wells, piezometer wells, pumping wells, retention structures, and all associated sumps, pumps, pipelines, tanks, ditches, and valves to contain, convey and control solution within the system;
18. The Iron Canyon and Butte Canyon waste rock seep solution and stormwater collection and conveyance systems, including but not limited to, groundwater monitoring wells, piezometer wells, pumping wells, collection structures, the Iron Canyon Surge Tank and Emergency Overflow Pond, the single layer HDPE-lined Iron Canyon Surge Pond, and all associated sumps, pumps, pipelines, tanks, ditches, and valves to contain, convey and control solution within the system; and
19. The North Fortitude waste rock seep solution collection and conveyance system including, but not limited to, collection structures and all associated sumps, pumps, pipelines, tanks, ditches, and valves necessary to convey and control solution within the system.

D. Monitoring Requirement:

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>1. <u>Production and Chloride Plume Pumpback Wells</u></p> <p>PW-1, PW-2A, and PW-4; CMW-5, CCPW-1, and CCPW-2</p>	<p>Profile I⁽²⁾; Profile I⁽²⁾, water and collar elevation (feet AMSL)</p>	<p>Q1 & Q3; Q1 & Q3 once constructed</p>
<p>2. <u>Groundwater Quality Monitoring Wells</u></p> <p>CM-7, CM-8, CM-9, CM-12, CM-20, CM-22, CM-23, CM-24, CM-26, CM-27, CM-28, CM-29, CM-61⁽²⁶⁾, Phx-B, Phx-C⁽⁵⁾, Phx-D⁽²⁵⁾, Phx-E2, Phx-F, Phx-G (formerly CP-26), Phx-H, Phx-I, Phx-L⁽⁵⁾, Phx-M⁽²⁵⁾, Phx-O⁽²⁵⁾, Phx-Q⁽⁵⁾, Phx-R, Phx-S, Phx-T, Phx-U, Phx-V, Phx-W, Phx-X, Phx-Y, Phx-Z, Phx-AA, Phx-BB⁽²⁶⁾, Phx-CC, Phx-DD⁽²⁶⁾, Phx-FF, Phx-GG, and Z-4</p>	<p>Profile I⁽²⁾, water and collar elevation (ft AMSL), field pH (SU), specific conductance (μS/cm), temperature (°F), and artesian flow (gpm) as applicable</p>	<p>Quarterly;</p>
<p>3. <u>Groundwater Piezometer Wells</u></p> <p>CM-19, CM-47, CM-48, CM-55, CP-33, CP-36A, CP-36B, CP-37, CP-38A, CP-38B, CP-39A, CP-39B, CM-50, CM-51, CP-6⁽²⁵⁾, CP-10A⁽²⁵⁾, CP-11, CP-17, CP-20, CP-21, CP-23, CP-24, CP-25B, CP-27A, CP-27B, CP-28A, CP-28B, CP-29, CP-30, CP-31, CP-32, CP-35, CP-40, CP-50A, and CP-50B</p>	<p>Water and collar elevation (feet AMSL)</p>	<p>Quarterly</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
4. <u>Pit Lake Monitoring</u> Any Pit;	Presence of Water ⁽¹⁸⁾ ;	Quarterly;
General Monitoring – each pit lake;	Photograph, lake surface elevation (ft AMSL), maximum lake depth (ft), lake area (acres);	Monthly;
Water Column Monitoring ⁽¹⁹⁾ – each pit lake;	Continuous field temperature (°F) ⁽²⁰⁾ and specific conductance (µS/cm) ⁽²⁰⁾ with depth (ft);	Monthly;
Surface Samples ⁽²¹⁾ – each pit lake;	Field pH (SU) ⁽²⁰⁾ , field Eh (mV) ⁽²⁰⁾ ; Profile III ⁽²³⁾ ;	Monthly;
Depth Samples ⁽²²⁾ – each pit lake that is >25 feet deep or has an outflow to groundwater	Field pH (SU) ⁽²⁰⁾ , field Eh (mV) ⁽²⁰⁾ , depth below surface; Profile I ⁽²⁾ , depth below surface (ft)	Quarterly; Monthly
5. <u>Mined Materials – Waste Rock</u> For all waste rock generated;	ANP/AGP ⁽⁷⁾⁽⁸⁾ ;	1-in-every-10 blast holes;
For each waste rock facility, pit backfill, or capping material location ⁽¹⁰⁾ ;	MWMP ⁽⁶⁾ -Profile I-R ⁽³⁾ and ANP/AGP ⁽⁷⁾⁽⁸⁾ , number of tons of material placed by placement location and material type, and average thickness of capping material placed, as applicable;	Quarterly;
For each waste rock facility, pit backfill, or capping material location ⁽¹¹⁾	Humidity cell test ⁽⁹⁾	Annually one test per active facility
6. <u>Reona Gold HLP Spent Leach Ore</u> ⁽²⁷⁾	MWMP ⁽⁶⁾ -Profile I ⁽²⁾	Quarterly ⁽²⁸⁾

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>7. <u>Reona Heap Leach Pad Leak Detection Pipes</u></p> <p><i>Phases 1 & 2:</i> Cell 1 (PD-1), Cell 2 (PD-2), Cell 3 (PD-3), Cell 4 (PD-4), Cell 5 (PD-5), and Cell 6 (PD-6)</p> <p><i>Phase 3:</i> Cell 7 (PD-7), Cell 8 (PD-8), and Cell 9 (PD-9)</p> <p><i>Phase 4:</i> Cell 10 (PD-10)</p> <p><i>Phoenix Expansion:</i> Cell 11 (PD-11), Cell 12 (PD-12), Cell 13 (PD-13), and Cell 14 (PD-14)</p>	Flow rate (gpd)	Weekly ⁽¹⁾
<p>8. <u>Reona Heap Leach Pad Solution Recycle Sump Leak Detection Pipes and Manhole Sumps</u></p> <p><i>Phases 1 and 2 Leak Detection Pipes:</i> Cell 1 (PS-1), Cell 2 (PS-2), Cell 3 (PS-3), Cell 4 (PS-4), Cell 5 (PS-5), and Cell 6 (PS-6)</p> <p><i>Phase 3 Leak Detection Pipes:</i> Cell 7 (PS-7), Cell 8 (PS-8), and Cell 9 (PS-9)</p> <p><i>Phase 4 Manhole Sumps:</i> Cell 10 (PS-10), Cell 11 (PS-11), Cell 12 (PS-12), Cell 13 (PS-13), and Cell 14 (PS-14) (21 gallon effective capacity, each)</p>	Flow rate or accumulation (gpd), as applicable	Weekly ⁽¹⁾

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
9. <u>Pond Leak Detection Sumps</u>		
Event Pond 1 (EP-1) Reclaim Pond (RSP) Reclaim Sump (RSS) <i>(500 gallon effective sump capacity, each)</i> ROM Ore Stockpile Pad Collection Pond (ROM-CP) <i>(1,500 gallon effective capacity)</i> ROM Phase 3 Stormwater Runoff Pond (ROM-SP) <i>(500 gallon effective sump capacity)</i> Dewatering Water Storage Pond leak detection (DWSP-LD)	Average daily accumulation or flow (gpd), as applicable	Weekly ⁽¹⁾ (as commissioned)
10. <u>Process Solution</u>		
Pregnant Tank (PT); Tailings Liquid Fraction (TLF) Reclaim Solution (RS)	Profile I ⁽²⁾ , VOCs ⁽¹²⁾ , SVOCs ⁽¹³⁾ , and TPH ⁽¹⁴⁾ ; Profile I ⁽²⁾	Q1 & Q3; Quarterly
11. <u>Other Solution Sources</u>		
ROM Ore Stockpile Pad Collection Pond (ROM-CPS) ROM Phase III Stormwater Runoff Pond (ROM-SPS) Iron Canyon Surge Pond (ICSP); Dewatering Water Storage Pond (DWSP)	Profile I ⁽²⁾ , volume collected (gal) and volume conveyed by destination (gal); Profile I ⁽²⁾	Quarterly; Quarterly
12. <u>Tailings Impoundment Supernatant Pool</u>		
Solution depth at decant (SP-D); Areal extent (SP-A); Distance from embankment (SP-DE)	Depth (feet); Area (acres); Feet minimum from centerline construction	Weekly; Monthly; Monthly

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>13. <u>Tailings Storage Facility Piezometers</u></p> <p><i>Impoundment Basin Toe:</i> TI-1A, TI-1B, TI-2A, TI-2B, TI-3A, and TI-3B</p> <p><i>Embankment Subgrade:</i> CP-1B, CP-1C, CP-2A, and CP-2B</p> <p><i>Embankment Pairs Stage 3:</i> P3-2A, P3-2B, P3-4A, P3-4B, P3-6A, P3-6B, P3-7A, and P3-7B</p> <p><i>Embankment Pairs Stage 4:</i> P4-2A, P4-2B, P4-4A, P4-4B, P4-6A, P4-6B, P4-7A, and P4-7B</p> <p><i>Embankment Pairs Stage 5:</i> P5-1A, P5-1B, P5-2A, P5-2B, P5-3A, P5-3B, P5-4A, P5-4B, P5-5A, P5-5B, P5-6A, P5-6B, P5-7A, and P5-7B</p> <p><i>Embankment Pairs Stage 6:</i> P6-1A, P6-1B, P6-2A, P6-2B, P6-3A, P6-3B, P6-4B, P6-5A, P6-5B, P6-6A, P6-6B, P6-7A, P6-7B, P6-8A, and P6-8B</p> <p><i>Embankment Pairs Stage 7:</i> P7-1A, P7-1B, P7-2A, P7-2B, P7-3A, P7-3B, P7-4A, P7-4B, P7-5A, P7-5B, P7-6A, P7-6B, P7-7A, P7-7B, P7-8A, and P7-8B</p>	<p>Hydraulic head (feet)</p>	<p>Weekly (as commissioned)</p>
<p>14. <u>Philadelphia Canyon Surface Water Quality Monitoring</u></p> <p>Seepage Collection Points⁽²⁶⁾ (C-4/C-5 and Seep-D);</p> <p>Drainages⁽²⁶⁾ (PCD-1, PCD-2, and PCD-3)</p>	<p>Profile I⁽²⁾ and volume collected by location (gal);</p> <p>Photograph, field pH (SU), temperature (°F), specific conductance (µS/cm), inflow (gpm)</p>	<p>Quarterly;</p> <p>Monthly (when flowing)</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
15. <u>Iron and Butte Canyons Surface Water Quality Monitoring</u>		
<i>Outflow to Surge Pond:</i> Butte Canyon (BCCO) Iron Canyon (ICCO); <i>Collection Structures:</i> Gator Pond (IC-GP) Iron Canyon West (IC-W)	Profile I ⁽²⁾ and volume collected by location (gal); Profile I ⁽²⁾ ; Field pH (SU), temperature (°F), specific conductance (µS/cm), in-flow (gpm)	Quarterly; Quarterly; Monthly (when flowing and accessible)
16. <u>Other Surface Water Quality Monitoring Locations</u>		
<i>Drainages:</i> 31-43-14-41 (Butte) 31-43-24-11 (Galena) 31-43-23-13 (Iron) 31-43-23-21 (Iron) <i>Seeps:</i> Phx-1, Phx-2, Phx-4, Phx-5, Phx-6A ⁽²⁶⁾ , Phx-8 ⁽²⁶⁾ , Phx-9, Phx-10, Phx-11, Phx-12, Phx-13, Phx-14, and Phx-15 <i>Springs:</i> 31-43-14-142 (Galena) 31-43-24-21 (Galena)	Field pH (SU), temperature (°F), specific conductance (µS/cm), in-flow (gpm)	Q4 (once established, when flowing, and when accessible)
17. <u>Waste Rock Seepage Collection Systems</u>		
North Fortitude Waste Rock facility seep (NF WRS) Box Canyon Waste Rock facility seep (BC WRS)	Profile I ⁽²⁾ , total volume of solution collected and conveyed (gal), if applicable.	Quarterly

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
18. <u>Mined Materials -Copper Leach Ore</u> Reona Copper Leach (REONA) Phoenix Copper Leach (PHNX)	MWMP ⁽⁶⁾ -Profile I-R ⁽³⁾ and ANP/AGP ⁽⁷⁾⁽⁸⁾	Quarterly (when material is placed)
19. <u>Reona Copper Heap Leach Pad and Solution Channel Process Component Manhole Sumps (PCMS)--Capacity 500 gal each</u> <i>Reona Copper Leach Phase 1A:</i> Phase 1A Cell A (PCMS-RE-1A-A) Phase 1A Cell B (PCMS-RE-1A-B) Phase 1A Cell C (PCMS-RE-1A-C) <i>Reona Copper Leach Phase 1B:</i> Phase 1B Cell A (PCMS-RE-1B-A) Phase 1B Cell B (PCMS-RE-1B-B) Phase 1B Cell C (PCMS-RE-1B-C) <i>Reona Solution Channel:</i> PLS/Events Pond Inlet (PCMS-RE-2)	Average daily accumulation (gpd)	Weekly ⁽¹⁾ (as commissioned)
20. <u>Reona Copper Leach PLS/Events Pond and Solution Channel Leak Collection and Recovery Sumps (LCRS)--Capacity 65 gal each</u> PLS/Events Pond (LCRS-RE-1) Solution Channel (LCRS-RE-2)	Average daily accumulation (gpd)	Weekly ⁽¹⁾ (as commissioned)
21. <u>Reona Copper Leach PLS/Events Pond Solution</u> PLS/Event Pond (PLS/EP-RE-1)	Profile I-R ⁽³⁾	Quarterly

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
<p>22. <u>Phoenix Copper Heap Leach Pad and Solution Channel Process Component Manhole Sumps (PCMS)</u> <i>Cap. 500 gallons each</i></p> <p><i>Phoenix Copper Leach Phase I:</i> Phase I Cell A (PCMS-PX-1A) Phase I Cell B (PCMS-PX-1B) Phase I Cell C (PCMS-PX-1C) Phase I Cell D (PCMS-PX-1D) Phase I Cell E (PCMS-PX-1E) Phase I Cell F (PCMS-PX-1F) Phase I Cell G (PCMS-PX-1G) Phase I Cell H (PCMS-PX-1H) Phase I Cell I (PCMS-PX-1I) Phase I Cell J (PCMS-PX-1J)</p> <p><i>Phoenix Copper Leach Phase II:</i> Phase II Cell A (PCMS-PX-2A) Phase II Cell B (PCMS-PX-2B) Phase II Cell C (PCMS-PX-2C) Phase II Cell D (PCMS-PX-2D) Phase II Cell E (PCMS-PX-2E) Phase II Cell F (PCMS-PX-2F) Phase II Cell G (PCMS-PX-2G) Phase II Cell H (PCMS-PX-2H) Phase II Cell I (PCMS-PX-2I) Phase II Cell J (PCMS-PX-2J)</p> <p><i>Phoenix Copper Leach Phase III:</i> Phase III Cell A (PCMS-PX-3A) Phase III Cell B (PCMS-PX-3B) Phase III Cell C (PCMS-PX-3C) Phase III Cell D (PCMS-PX-3D) Phase III Cell E (PCMS-PX-3E) Phase III Cell F (PCMS-PX-3F) Phase III Cell G (PCMS-PX-3G) Phase III Cell H (PCMS-PX-3H) Phase III Cell I (PCMS-PX-3I) Phase III Cell J (PCMS-PX-3J)</p> <p><i>Copper Leach Solution Channel:</i> PCMS-1-4, PCMS-1-5, PCMS-1-6, and PCMS-1-7</p>	<p>Average daily accumulation (gpd)</p>	<p>Weekly⁽¹⁾ (as commissioned)</p>

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
23. <u>Phoenix Copper Leach Pregnant Leach Solution (PLS), Events Pond and Solution Channel Leak Collection and Recovery Sumps (LCRS)--Capacity 65 gal each</u> PLS/Sediment Pond—Sed Compartment (LCRS-PX-1) PLS/Sediment Pond--PLS Compartment (LCRS-PX-2) Pipeline Corridor (LCRS-PX-3) Phase I Events Pond (LCRS-PX-4) Phase II Events Pond (LCRS-PX-5)	Average daily accumulation (gpd)	Weekly ⁽¹⁾ (as commissioned)
24. <u>Phoenix Copper Leach Pond Solutions</u> PLS/Sediment Pond-- PLS Compartment (PLS/SED PX-2) Phase I Event Pond (EP1-PX-3) Phase II Event Pond (EP2-PX-4)	Profile I-R ⁽³⁾	Quarterly
25. <u>Groundwater Quality Monitoring Wells</u> <i>Reona Copper Heap Leach:</i> RLP-1, RLP-2, RLP-3 and RLP-4 <i>Phoenix Copper Heap Leach:</i> HLP-1, HLP-2, HLP-3, HLP-4, HLP-5, HLP-6, and HLP-7	Profile I-R ⁽³⁾ , water and collar elevation (ft AMSL), field pH (SU), specific conductance (μS/cm), temperature (°F), and artesian flow (gpm) as applicable	Quarterly (as commissioned)
26. <u>Raffinate Secondary Containment Pond, Phoenix Copper Leach and Reona Copper Leach Secondary Containment Trench Leak Collection and Recovery Sumps--Effective Capacity 65 gal each</u> Raffinate Secondary Containment Pond (LCRS-RSCP) Phoenix Secondary Containment Trench (LCRS-PX-SCT) Reona Secondary Containment Trench (LCRS-RE-SCT)	Average daily accumulation or flow (gpd) as applicable	Weekly ⁽¹⁾ (as commissioned)
27. <u>Raffinate Tank Solution (RT)</u>	Profile I-R ⁽³⁾	Quarterly

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
28. <u>Long-Term Column Leach Tests</u>		
Column Leached Solids (LTCL-S)	MWMP ⁽⁶⁾ -Profile I-R ⁽³⁾ and ANP/AGP ⁽⁷⁾⁽⁸⁾	Annually
29. <u>Long-Term Column Leach Tests</u>		
Column Leachate (LTCL-L)	Profile I-R ⁽³⁾	Annually
30. <u>PCS Screening Analyses</u>		
Each temporary holding pad, by PCS source type;	VOCs ⁽¹²⁾ , SVOCs ⁽¹³⁾ , and TPH ⁽¹⁴⁾ ;	Prior to removal ⁽¹⁵⁾ ;
Each approved on-site disposal location, by PCS source type.	VOCs ⁽¹²⁾ , SVOCs ⁽¹³⁾ , and TPH ⁽¹⁴⁾	Quarterly, after provisional placement ⁽¹⁵⁾
31. <u>PCS Hazardous Waste Determinations</u>		
Each PCS source	Hazardous waste determination ⁽¹⁶⁾	When required ⁽¹⁶⁾
32. <u>PCS Management</u>		
Each temporary holding pad, and disposal location, by PCS source type.	PCS volume added, volume removed and destination, total volume present (cubic yards)	Quarterly
33. <u>Cover Test Facility Lysimeters</u>		
Lysimeters 1 through 3	Meteorological data and soil water data ⁽¹⁷⁾	Annually

The Permittee may request a reduction of the monitoring frequency after four quarters of complete monitoring based on justification other than cost. Such reductions may be considered modifications to the Permit and require payment of modification fees.

Abbreviations and Definitions:

AMSL = above mean sea level; ANP/AGP = Acid Neutralizing Potential:Acid Generation Potential ratio; ASTM = American Society for Testing and Materials; CaCO₃ = calcium carbonate; Eh = chemical reduction potential; EPA = U.S. Environmental Protection Agency; epilimnion = the uppermost layer in a stratified lake; gal = gallons; gpd = gallons per day; gpm = gallons per minute; hypolimnion = a lower layer in a thermally stratified lake below the metalimnion; metalimnion = a middle layer in a thermally stratified lake characterized by a temperature decrease with depth; mg/L = milligrams per liter; monimolimnion = the lower layer in a chemically stratified lake that does not mix with other layers; mV = millivolts; MWMP = Meteoric Water Mobility Procedure; N = nitrogen; NAC = Nevada Administrative Code; NDEP = Nevada Division of Environmental Protection; pCi/L = picocuries per liter; PCS = Petroleum-Contaminated Soil; pH = the

negative of the base 10 logarithm of the activity of the hydrogen ion; stratified = a pit lake that has distinct chemical and/or temperature layers; SU = standard units for pH measurement; SVOCs = semi-volatile organic compounds; TPH = total petroleum hydrocarbons; VOCs = volatile organic compounds; WAD = weak acid dissociable; > = greater than; ≥ = greater than or equal to; < = less than; °F = degrees Fahrenheit; µg/L = micrograms per liter; µS/cm = microSiemens per centimeter

Footnotes:

- (1) The sump musts be inspected and evacuated on a more frequent basis than weekly if the fluid level is above the top of the sump or the invert of any pipe which discharges into the sump, whichever level is lower, or if the potential exists to exceed the sump capacity. Records are required documenting volume, date and time of extraction to show that sumps are maintained in this condition.

- (2) Profile I:

Alkalinity (as CaCO ₃)	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate
Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium
Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH (± 0.1 SU) ⁽²⁴⁾	WAD Cyanide
Barium	Iron	Potassium	Zinc
Beryllium	Lead	Selenium	-

- (3) Profile I-R includes Profile I plus the following⁽⁴⁾:

Uranium (mg/L & pCi/L)	Thorium (pCi/L)	Radium ²²⁶ + Radium ²⁸⁸ (pCi/L)	Gross Alpha (pCi/L)
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- (4) The Division reference values for radionuclides are as follows: 15 pCi/L for Gross Alpha, 5 pCi/L for Combined Radium, and 0.03 mg/L for Uranium
- (5) Installation and monitoring of the identified monitoring wells associated with the Phoenix Mine development may be deferred until no later than one quarter following completion of active mining or backfill operations at the location the monitoring well will be installed. An existing well may be substituted, with Division approval, if it is appropriately situated and accessible for the intended water quality monitoring purposes and if baseline data for a full Profile I⁽²⁾ water quality analysis exists.
- (6) The Meteoric Water Mobility Procedure (MWMP) shall be performed by a Nevada-approved laboratory, in accordance with ASTM Method E 2242 (or the most current method).
- (7) When static testing⁽⁸⁾ characterization of Mined Materials shows the potential for acid generation as set forth in the current version of the Division guidance document

“Waste Rock, Overburden, and Ore Evaluation,” the Permittee shall, as applicable, notify the Division in writing and initiate kinetic testing⁽⁹⁾ within 10 days.

If the kinetic test results indicate acid generation conditions exist, the Permittee shall submit in writing, within 30 days, the methods proposed for providing containment of these materials and the anticipated impact this acid generation potential may have on final stabilization of all components affected as defined in Nevada Administrative Code (NAC) 445A.359.

- (8) Acid Neutralizing Potential/Acid Generating Potential (ANP/AGP, also known as static testing or acid-base accounting) shall be performed by a Nevada-approved laboratory, using a LECO-type analysis, with full sulfur speciation if ANP/AGP < 1.2, in accordance with the most current update of the Nevada Modified Sobek Procedure.
- (9) Kinetic testing (humidity cell testing) shall be performed by a Nevada-approved laboratory, in accordance with ASTM Method D 5744-07 Option ‘A’ (or the most current approved method); tests shall be run for a minimum of 20 weeks and for a longer duration if warranted or recommended by the analytical laboratory or required by the Division; samples shall be collected weekly (all weeks) and measurements shall be recorded for redox potential, pH (SU), specific conductance ($\mu\text{S}/\text{cm}$), acidity and/or alkalinity (as deemed appropriate by the laboratory), sulfate, iron (total, plus ferric and ferrous speciation if total iron > 0.6 mg/L and pH < 5 SU), and dissolved calcium and magnesium; weekly filtered extracts per the method will be digested and analyzed for total recoverable concentrations during week 0, 1, 2, 4, 8, 12, 16, and 20; 4-week extracts thereafter (i.e., week 24, 28, 32, etc.) shall be analyzed by a Nevada-certified analytical laboratory for Profile I⁽²⁾ parameters, and specific conductance ($\mu\text{S}/\text{cm}$) and acidity and/or alkalinity shall be recorded as recommended by the analytical laboratory; final results reported shall include initial and final static test results⁽⁸⁾, a Profile I⁽²⁾ analysis of the final leachate, all kinetic test results above, and any additional analyses required by the Division.
- (10) Sampling for the quarterly analyses shall be a composite of the sample material collected on a weekly basis from active waste rock disposal locations during the reporting period as described in the *Phoenix Mine Waste Rock Management Plan*.
- (11) Sampling for the annual humidity cell tests shall be a composite of the reject material from the quarterly composited samples during the reporting period from the active waste rock disposal locations as described in the *Phoenix Mine Waste Rock Management Plan*.
- (12) Volatile Organic Compounds (VOCs) analyzed by a Nevada-certified laboratory using the most recent published version of EPA Method 8260.
- (13) Semi-Volatile Organic Compounds (SVOCs) analyzed by a Nevada-certified laboratory using the most recent published version of EPA Method 8270.
- (14) Total Petroleum Hydrocarbons (TPH) analyzed by a Nevada-certified laboratory using EPA Method 8015 Modified. If any gasoline-range petroleum is suspected, or if the source-type is unknown, both TPH-P (purgeable) and TPH-E (extractable) are required. Otherwise, only TPH-E is required.

- (15) Each segregated source type of PCS must be sampled separately pursuant to the approved sample collection protocol. For temporary holding pads and treatment cells, analyses are required only in quarters when PCS removal from the pad is anticipated. Removal to an on-site disposal location is authorized if PCS meets screening levels. For approved on-site disposal locations, analyses are required only in quarters when PCS has been provisionally placed subject to screening results.
- (16) A hazardous waste determination is required: a) Initially, for each PCS source prior to management under the PCS Management Plan; b) When a PCS waste stream is suspected to have changed character since the last determination; and c) When a hazardous constituent is detected during screening analyses at a concentration suggestive of hazardous waste. Determinations must be performed pursuant to 40 Code of Federal Regulations (CFR) 262.11 using operator knowledge and/or applicable analytical testing methods described in EPA publication SW-846. Operator knowledge must be adequately described and sufficient to justify the determination.
- (17) Meteorological data collected includes precipitation, air temperature, relative humidity, wind speed and direction, solar radiation and barometric pressure. Soil moisture monitoring includes volumetric soil water content at multiple depths (number dependent on profile depth) in the soil profile and at 2-3 locations in the lysimeter. Drainage monitoring includes the dosing basin, dual tipping bucket gauge and pressure transducer. The instrumentation is designed to collect data based on different frequencies. The hourly recording and daily summarization is typical but may be varied based on volume of data.
- (18) For presence of water, state whether the pit surface is dry, damp, or wet (ponded or flowing water). If ponded water, the Permittee shall perform the required monitoring for pit lakes.
- (19) A continuous temperature-conductivity profile shall be completed for the entire water column at the deepest location in each pit lake.
- (20) Field measurements (e.g., temperature, specific conductance, pH, Eh, etc.) shall be made at the Project site concurrent with the monitoring activity using a calibrated instrument, and do not require analysis by a laboratory certified or approved by the State of Nevada as otherwise specified in Part II.E.5. Field measurements must be accompanied by appropriate calibration information.
- (21) The surface samples must be collected less than 10 feet below the surface of the pit lake.
- (22) Depth sampling shall be performed at the deepest location in each pit lake. The number and depth of samples shall be determined based on the temperature-conductivity profile of the water column at the time of sampling. If the lake is stratified, collect a separate depth sample from each distinct layer in the water column (e.g., from the epilimnion, metalimnion, hypolimnion, and monimolimnion, as applicable; however, note that the quarterly sample from the surface layer [epilimnion] must be analyzed for Profile III constituents per the surface sample requirements whereas the quarterly depth samples from all other layers are analyzed

for Profile I constituents). If the lake is unstratified and between 25 and 50 feet deep, collect one depth sample from the lower half of the water column. If the lake is unstratified and greater than 50 feet deep, collect two depth samples consisting of an intermediate sample from the middle third of the water column and a deep sample from the lower third of the water column. If the lake is less than 25 feet deep but includes an outflow to groundwater (i.e., it is a hydrologic flow-through pit lake), collect a quarterly Profile I surface sample in addition to the quarterly Profile III surface sample.

(23) Profile III:

Alkalinity (as CaCO ₃)	Calcium	Mercury	Strontium
Bicarbonate	Chloride	Molybdenum	Sulfate
Total	Chromium	Nickel	Thallium
Aluminum	Copper	Nitrate + Nitrite (as N)	Tin
Antimony	Fluoride	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Iron	pH (± 0.1 SU) ⁽²⁴⁾	Total Suspended Solids
Barium	Lead	Phosphorus	Uranium
Beryllium	Lithium	Potassium	Vanadium
Boron	Magnesium	Selenium	Zinc
Cadmium	Manganese	Sodium	-

- (24) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO₃ equivalent).
- (25) These wells will be abandoned with the Phoenix Pit Expansion.
- (26) These wells will be abandoned with the Philadelphia Waste Rock Facility expansion.
- (27) Spend Reona Gold HLP ore used specifically as embankment fill, filter fill, and alluvial fill cover for TSF construction.
- (28) Weekly samples of Reona Leach material used for TSF construction off-liner will be composited for a quarterly sample.
- E. Quarterly and annual monitoring reports and spill reporting shall be in accordance with Part II.B.
- F. All sampling and analytical accuracy shall be in accordance with Part II.E.
- G. Permit Limitations
1. The daily accumulation of flow exceeding 75 gallons per day averaged over the quarter in any one of the leak detection pipes identified in Parts I.D.7 and I.D.8, and in the leak detection manhole sumps identified in Part I.D.8 and the process component manhole sumps identified in Parts I.D.19 and I.D.22.

2. The daily accumulation of flow exceeding 25 gallons per day averaged over the year in any one of the leak detection pipes identified in Parts I.D.7 and I.D.8, or in the leak detection manhole sump identified in Part I.D.8 and the process component manhole sumps identified in Parts I.D.19 and I.D.22.
3. The daily accumulation of flow exceeding 150 gallons per day averaged over the quarter in the pond leak detection sumps identified in Part I.D.9, and the process component monitoring sumps identified in Parts I.D.20, I.D.23, and I.D.26.
4. The daily accumulation of flow exceeding 50 gallons per day averaged over the year in the pond leak detection sumps identified in Part I.D.9, and the process component monitoring sumps identified in Parts I.D.20, I.D.23, and I.D.26.
5. Failure to meet a Schedule of Compliance date or requirement.
6. The storage of process solution in a single-lined pond is limited to no more than 20 consecutive days for any single event.
7. The Permittee shall notify the Division in writing within 10 days of any mine opening penetrating the pre-dewatering groundwater elevation.
8. Near the location of the supernatant pool within the Phoenix Mine Tailings Storage Facility (TSF), dam crest lift staging shall be based on a minimum 3 feet of freeboard in addition to a supernatant pool minimum depth of 2 feet. In beach areas, dam crest staging shall be based on a dam crest elevation 1 foot higher than the adjacent final staged tailings elevation.
9. The maximum TSF embankment crest design height is limited to an elevation of 5,035 feet AMSL.
10. The supernatant pool may not encroach within 300 feet of any TSF embankment stage that will be expanded using centerline construction.
11. Tailings material may not be removed from the tailings impoundment and used for any other purpose without prior written authorization from the Division.
12. Sediment shall be removed as necessary from the TSF slurry and reclaim pipeline corridor Catch Basins (6 each) and the Culvert X-Over to ensure the minimum design 110-percent solution containment capacity is available at all times.
13. Any discharge to the TSF other than tailings slurry is prohibited.
14. A minimum 2-foot freeboard or the minimum design freeboard, whichever is greater, to accommodate the solution volume resulting from the design 25-year, 24-hour storm event shall be maintained at all times during normal operation in any solution or stormwater pond.
15. The Reona Gold Heap Leach Pad is limited to a design solution application rate of 0.005 gpm/ft² and the effective draindown for flow through the process plant is limited to 3,000 gpm.
16. The Reona Gold Heap Leach Pad, Phase 1 through Phase 4, is limited to a maximum height of 320 feet, measured vertically from the top of a minimum 80-mil HDPE liner for any point on the top of the pad.

17. The Phoenix Project footprint expansion of the Reona Gold Heap Leach Pad is limited to a maximum height of 200 feet, measured vertically from the top of a minimum 80-mil HDPE liner for any point on the top of the pad.
18. Capping material characterized and approved by the Division, shall be placed to design thickness within 12 months of the completion of any waste rock facility lift.
19. Sediment shall be removed from the concrete conveyor corridor slab as necessary to ensure adequate design freeboard is available to convey solution generated by the design storm event from the Coarse Ore Stockpile Pad Outlet Sump and Outlet Pipes to the Phoenix Mill containment.
20. The North Fortitude waste rock seep solution collection tanks shall be evacuated when filled to a maximum 70 percent of capacity, in accordance with the approved operating procedure, and the evacuated solution shall be added to the Phoenix Mill solution inventory.
21. As measured vertically from any point on the top of the protective layer, the ROM Stockpile Pad may be loaded to a maximum design height of 60 feet in two 30-foot lifts with a minimum 18-foot wide bench between lifts and a minimum 10-foot setback between the stockpile toe and the toe of the perimeter berm.
22. Failure to construct, manage, or monitor a component and/or associated control device in accordance with any applicable plan.
23. The Phoenix Copper Heap Leach Pad (Phases 1A, 1B, 2A, and 2B), is limited to a maximum height of 300 feet, measured vertically from the 80-mil HDPE liner for any point on the top of the heap.
24. Reona Copper Heap Leach Pad, Phases 1A and 1B, is limited to a maximum height of 300 feet, measured vertically from the 80-mil HDPE liner for any point on the top of the heap.
25. Copper Leach pad loading shall begin at a distance inside the perimeter berm to accommodate regrading of the heap side slopes to final reclamation contours.
26. The cumulative acid solution application rate to the Phoenix and Reona Copper Heap Leach Pads shall not exceed the permitted 15,000 gpm. Additionally, the solution application rate *per unit area* should not exceed 0.01 gpm/ft².
27. The effective flow rate for PLS to the SX-EW plant is limited to a maximum of 15,000 gpm.
28. PCS that exceeds screening levels shall not be placed at an on-site disposal location.
29. For backfilled pits, the backfill shall be placed within the pits to an elevation at least 40 feet above the predicted groundwater rebound elevation and the waste rock will be amended as necessary to neutralize potential acid generation, limit sulfate and metal dissolution, and minimize impacts to groundwater.
30. The North Optional Use Area shall not be mined below the 5,700 feet AMSL without additional characterization or written approval from the Division.

31. No existing monitoring points shall be abandoned without prior written approval by the Division.
32. At a minimum of annually, sumps located in the Mill, SXEW plant, truck wash, and maintenance area shall have photograph evidence of emptied sumps and documentation of any repairs provided to the Division.
33. The facility shall not degrade waters of the State to the extent that applicable water quality standards or reference values, and background concentrations, are exceeded.
- Exceedances of these limitations may be Permit violations and shall be reported as specified in Part II.B.4.
- H. The facility shall maintain an automated or manual calibrated rain gauge, which shall be monitored at least daily to record precipitation (inches of water). A written and/or electronic record of daily accumulations of precipitation shall be maintained on site.
- I. The Permittee shall inspect all control devices, systems and facilities weekly, and during (when possible) and after major storm events. These inspections are performed to detect evidence of:
1. Deterioration, malfunction, or improper operation of control or monitoring systems;
 2. Sudden changes in data from any monitoring device;
 3. The presence of liquids in leak detection systems; and
 4. Severe erosion or other signs of deterioration in dikes, diversions, closure covers, or other containment devices.
- J. Prior to initiating permanent closure activities at the facility, or any process component or other source within the facility, the Permittee must have an approved final plan for permanent closure.
- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.
- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site with first obtaining from the Division approval of a PCS Management Plan. The approved PCS Management Plan and the Division's Guidance for Mine-Site PCS Management Plans are hereby incorporated into this Permit by reference.
- M. When performing dust suppression activities, the Permittee shall use best management practices and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.

N. Continuing Investigations:

1. The Permittee shall submit to the Division for review and approval an updated groundwater flow model and pit lake study with each Permit renewal and with any application to modify the Permit that could affect the pit lake predictive model. The submittal shall also include an ecological risk assessment if the predictive pit lake model indicates the potential for exceedance of a Division Profile III reference value, unless the constituent concentration for each predicted Profile III exceedance is no greater than the concentration evaluated in a previous Division-approved ecological risk assessment for the Project. These studies and assessments shall address, at a minimum, the requirements of NAC 445A.429, and shall include all available data, alternative pit lake or backfill scenarios, and mitigations to reduce ecological risk and the potential to degrade groundwater, as applicable. Approval may require modification of the Permit and payment of modification fees.
2. The Permittee shall submit to the Division for review and approval an updated waste rock management plan (WRMP) with each Permit renewal and with any application to modify the Permit that could affect the WRMP. A revised WRMP must also be approved prior to initiating mining or in-pit backfill activities not previously approved. The WRMP must include representative characterization data for all anticipated waste rock and overburden in accordance with the current version of the Division guidance document "Waste Rock, Overburden, and Ore Evaluation," in addition to a detailed description of how, when, and where the materials will be managed and monitored, and appropriate controls to eliminate any potential to degrade waters of the State, if applicable. Approval may require modification of the Permit and payment of modification fees.
3. With each subsequent application for renewal of this Permit or operational or facility change that could affect the Phoenix Copper Leach Project and Tentative Plan for Permanent Closure (TPPC), the Permittee must reevaluate the TPPC and provide an update or modification of the plan.

The updated TPPC shall include, but is not limited to, the following:

- a. Any changes to the proposed closure methods of the solvent extraction-electrowinning (SX-EW) plant, copper leach facilities, and process ponds;
- b. Any changes regarding the type and depth of cover proposed for placement at closure of the leach pads. Predictive modeling shall be updated to demonstrate the continued effectiveness of the proposed cover design and placement;
- c. Any changes regarding the management of heap draindown solutions and solution disposal; and
- d. Any changes regarding the projected time frames for leaching, solution recirculation/draindown, solution disposal, regrading of the leach pads and cover placement, pad revegetation, pond closure, and post-closure monitoring.

II. General Facility Conditions and Limitations

A. General Requirements

1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued permit if he or she determines good and valid cause (such as an act of God, a labor strike, materials shortage or other event over which Permittee has little or no control) exists for such revision.
2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, or systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
3. Whenever the Permittee becomes aware that he or she failed to submit any relevant facts in the permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.

B. Reporting Requirements

1. The Permittee shall submit quarterly reports, in both hard copy and a Division-approved electronic format, which are due to the Division on or before the 28th day of the month following the quarter and must contain the following:
 - a. Monitoring results from the leak detection sumps, leak detection pipes, or process component monitoring sumps identified in Parts I.D.7, I.D.8, I.D.9, I.D.19, I.D.20, I.D.22, I.D.23, and I.D.26 reported on Nevada Division of Environmental Protection (NDEP) Form 0590 or equivalent;
 - b. Analytical results of the solution collected from monitoring locations identified in Parts I.D.1, I.D.2, I.D.14, I.D.15, and I.D.25 reported on NDEP Form 0190 or equivalent;
 - c. Analytical results of the process solution collected from monitoring locations identified in Parts I.D.10, I.D.21, I.D.24, and I.D.27 reported on NDEP Form 0190 or equivalent;
 - d. Analytical results of the solution collected from and operational data collected for the monitoring locations identified in Part I.D.11, reported on NDEP Form 0190 or equivalent;
 - e. Water and collar elevations for site monitoring wells identified in Parts I.D.1, I.D.2, and I.D.3;
 - f. Analytical results of the MWMP-Profile I and ANP/AGP testing for the materials identified in Parts I.D.5, I.D.6, and I.D.18 reported on NDEP Form 0190 or equivalent;

- g. Analytical results for the pit lakes identified in Part I.D.4, reported on NDEP Form 0290 and NDEP Form 0190 or equivalent, as applicable;
- h. Tables or graphs (whichever is more illustrative) of fluid levels, field parameters, and flow rates, as applicable, collected from monitoring locations identified in Parts I.D.1, I.D.2, I.D.3, I.D.14, I.D.15, I.D.16, and I.D.25;
- i. Analytical results of characterization tests and management data for waste rock generated, as required in Part I.D.5 and the most current version of the *Phoenix Project Waste Rock Management Plan*;
- j. Analytical results of spent leach ore characterization as required in Parts I.D.6 and I.D.18, reported on NDEP Form 0090 or equivalent;
- k. Tables of the operational parameters collected for the Supernatant Pool as required in Part I.D.12;
- l. Tables or graphs of monitoring results for the piezometer locations identified in Part I.D.13;
- m. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent;
- n. For any kinetic test initiated, continued, or terminated with Division approval during the quarter, provide a brief report of the test status and an evaluation of the results to date, which shall include all analytical data generated from the date testing was initiated through the reporting quarter;
- o. A summary that provides any supplemental monitoring data and describes the water resources monitoring activities, waste rock facility construction and reclamation activities, and open pit backfilling activities during the quarter;
- p. A summary of the data collected for the waste rock seep collection systems identified in, and in accordance with, Part I.D.17;
- q. Analytical results, copies of hazardous waste determinations, and monitoring results, identified in Parts I.D.30 through I.D.32, pertaining to the approved PCS Management Plan; and
- r. An updated list of all PCS sources managed under the approved PCS Management Plan, with any new or changed sources highlighted, reported on NDEP Form PCS-01 or equivalent; current screening levels for each on-site disposal location; and a detailed explanation of any revisions to screening levels.
- s. A summary of the sumps emptied, photographed, and repaired for the quarter per I.G.32.

Facilities which have not initiated mining or construction, must submit a quarterly report identifying the status of mining or construction. Subsequent to any noncompliance or any facility expansion which provides increased capacity, the Division may require an accelerated monitoring frequency.

2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic copy, by February 28th of each year, for the preceding calendar year, which contains the following:
 - a. Analytical results of column leach test ore characterization as required in Part I.D.28, reported on NDEP Form 0190 or equivalent;
 - b. Analytical results of the solution collected from and operational data collected for the column leach tests identified in Part I.D.29, reported on NDEP Form 0190 or equivalent;
 - c. A summary of the analytical results for the HCT running or terminated during the previous year;
 - d. A report (*Waste Rock Management Report*) of results and conclusions for all activities undertaken for the management of waste rock during the previous year identified in part I.D.5, in accordance with the most current version of the *Phoenix Mine Waste Rock Management Plan*. The report shall include identification and discussion of any waste rock management issues during the previous year and recommendations for modifications to the plan, any related plan, and/or the Permit, based on evaluation of the collected data and operational experience;
 - e. A report of results, evaluation of collected data, conclusions, and recommendations for all required mitigation, reclamation, and closure activities undertaken during the previous year;
 - f. A report that summarizes the results and conclusions of monitoring and operation of the Stormwater Management System, generally located in Butte, Box, Iron, and Philadelphia Canyons, during the previous year in accordance with the designs and identified in part I.D.14, I.D.15, I.D.16 and I.D.17. The report shall provide recommendations for modification to any system design, operation protocol, solution management protocol, or the Permit, as may be warranted, based on operational experience and evaluation of collected data;
 - g. A report that summarizes the results and conclusions of the Phoenix Copper Leach Project long-term column leach tests conducted during the previous year identified in part I.D.28. The report shall provide recommendations for modifications to the TPPC and/or the Permit as may be warranted based on operational experience and evaluation of collected data;
 - h. A report that summarizes the results and conclusions of the Phoenix Copper Leach Project long-term cover lysimeter tests conducted during the previous year based on the monitoring results collected in part I.D.33. The report shall provide recommendations for modifications to the testing protocol and/or the Permit as may be warranted based on operational experience and evaluation of collected data;
 - i. A synopsis of releases on NDEP Form 0390 or equivalent;
 - j. A brief summary of site operations, including the number of tons of ore milled or placed on heaps (as applicable) during the year, construction and expansion activities, and major problems with the fluid management system ;

- k. A table of total monthly precipitation amounts recorded in accordance with Part I.H, reported for either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter;
 - l. Monthly precipitation amounts and a summary report of monthly climatic conditions including, but not limited to, daily maximum and minimum wind speed, temperature, and humidity, and monthly graphs of daily wind direction and solar radiation measurements, reported for either the five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter;
 - m. An updated version of the facility monitoring and sampling procedures and protocols;
 - n. An updated evaluation of the closure plan using specific characterization data for each process component with respect to achieving stabilization; and
 - o. Graphs of leak detection flow rates, pH, total dissolved solids (TDS), sulfate, chloride, nitrate + nitrite (as N), WAD cyanide, fluoride, zinc, uranium, and arsenic concentration (as applicable), versus time for all fluid sampling points. Graphs may incorporate, as practical, multiple constituents and/or monitoring locations and shall display either a five-year history previous to the date of submittal or the history since the initial Permit issuance whichever is shorter. Additional parameters may be required by the Division if deemed necessary.
3. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response Plan, then all releases must be reported as per NAC 445A.347 or NAC 445A.3473, as appropriate.
- a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b.
 - b. A release of a hazardous substance in a quantity equal to or greater than that which is required to be reported to the National Response Center pursuant to 40 CFR Part 302 must be reported as required by NAC 445A.3473 and Part II.B.3.a.
 - c. A release of a non-petroleum hazardous substance not subject to Parts II.B.3.a. or II.B.3.b., released to soil or other surfaces of land, and the total quantity is equal to or exceeds 500 gallons or 4,000 pounds, or that is discovered in or on groundwater in any quantity, shall be reported to the Division no later than 5:00 P.M. of the first working day after knowledge of the release. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b. Smaller releases, with total quantity greater than 25 gallons or 200

pounds and less than 500 gallons or 4,000 pounds, released to soil or other surfaces of land, or discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.

- d. **Petroleum Products and Coolants:** If a release is subject to Parts II.B.3.a. or II.B.3.b., report as specified in Part II.B.3.a. Otherwise, if a release of any quantity is discovered on or in groundwater, or if the total quantity is equal to or greater than 100 gallons released to soil or other surfaces of land, report as specified in Part II.B.3.c. Smaller releases, with total quantity greater than 25 gallons but less than 100 gallons, released to soil or other surfaces of land, or if discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
4. The Permittee shall report to the Administrator any noncompliance with the Permit.
 - a. Each such event shall be reported orally by telephone to (775) 687-9400, not later than 5:00 P.M. of the next regular work day from the time the Permittee has knowledge of the circumstances. This report shall include the following:
 - i. Name, address, and telephone number of the owner or operator;
 - ii. Name, address, and telephone number of the facility;
 - iii. Date, time, and type of incident, condition, or circumstance;
 - iv. If reportable hazardous substances were released, identify material and report total gallons and quantity of contaminant;
 - v. Human and animal mortality or injury;
 - vi. An assessment of actual or potential hazard to human health and the environment outside the facility; and
 - vii. If applicable, the estimated quantity of material that will be disposed and the disposal location.
 - b. A written summary shall be provided within 10 days of the time the Permittee makes the oral report. The written summary shall contain:
 - i. A description of the incident and its cause;
 - ii. The periods of the incident (including exact dates and times);
 - iii. If reportable hazardous substances were released, the steps taken and planned to complete, as soon as reasonably practicable, an assessment of the extent and magnitude of the contamination pursuant to NAC 445A.2269;
 - iv. Whether the cause and its consequences have been corrected, and if not, the anticipated time each is expected to continue; and
 - v. The steps taken or planned to reduce, eliminate, and prevent recurrence of the event.
 - c. The Permittee shall take all available and reasonable actions, including more frequent and enhanced monitoring to:
 - i. Determine the effect and extent of each incident;

- ii. Minimize any potential impact to the waters of the State arising from each incident;
 - iii. Minimize the effect of each incident upon domestic animals and all wildlife; and
 - iv. Minimize the endangerment of the public health and safety which arises from each incident.
- d. If required by the Division, the Permittee shall submit, as soon as reasonably practicable, a final written report summarizing any related actions, assessments, or evaluations not included in the report required in Part II.B.4.b., and including any other information necessary to determine and minimize the potential for degradation of waters of the State and the impact to human health and the environment. Submittal of the final report does not relieve the Permittee from any additional actions, assessments, or evaluations that may be required by the Division.

C. Administrative Requirements

1. A valid Permit must be maintained until permanent closure is complete. Therefore, unless permanent closure has been completed and termination of the Permit has been approved in writing by the Division, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.
2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.
3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
4. All reports required by this Permit, including, but not limited to, monitoring reports, corrective action reports, and as-built reports, as applicable, and all applications for Permit modifications, shall be submitted in both hard copy and a Division-approved electronic format
5. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.
6. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.
7. The Permittee is required to retain during operation, closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.

8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
 9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.
- D. Division Authority
- The Permittee shall allow authorized representatives of the Division, at reasonable times, and upon the presentation of credentials to:
1. Enter the premises of the Permittee where a regulated activity is conducted or where records are kept per the conditions of this Permit;
 2. Have access to and copy any record that must be kept per the conditions of this Permit;
 3. Inspect and photograph any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by this Permit; and
 4. Sample or monitor for any substance or parameter at any location for the purposes of assuring Permit and regulatory compliance.
- E. Sampling and Analysis Requirements
1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
 2. For each measurement or sample taken pursuant to the conditions of this Permit, the Permittee shall record the following information:
 - a. The exact place, date, and time of the inspection, observation, measurement, or sampling; and
 - b. The person(s) who inspected, observed, measured, or sampled.
 3. Samples must be taken, preserved, and labeled according to Division approved methods.
 4. Standard environmental monitoring chain of custody procedures must be followed.
 5. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, analytical methods performed, laboratory reference numbers, sample dates, and laboratory test dates.

6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value for Profile I, and Profile III parameters. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division; samples for Profile III parameters shall be unfiltered and analyzed for the total recoverable fraction. Unless otherwise approved by the Division, analytical results that are less than the PQL shall be reported quantitatively by listing the PQL value preceded by the "<" symbol.

F. Permit Modification Requirements

1. Any material modification, as defined at NAC 445A.365, plan to construct a new process component, or proposed change to Permit requirements must be reported to the Division by submittal of an application for a Permit modification, or if such changes are in conformance with the existing Permit, by submittal of a written notice of the changes. The Permit modification application must comply with NAC 445A.391 through 445A.399, 445A.410, 445A.412, 445A.414, 445A.4155, 445A.416, 445A.417, 445A.440, and 445A.442, as applicable. The construction or modification shall not commence, nor shall a change to the Permit be effective, until written Division approval is obtained.
2. Prior to the commencement of mining activities at any site within the State which is owned or operated by the Permittee but not identified and characterized in a previously submitted application or report, the Permittee shall submit to the Division a report which identifies the locations of the proposed mine areas and waste disposal sites, and characterizes the potential of mined materials and areas to release pollutants. Prior to development of these areas the Division shall determine if any of these new sources will be classified as process components and require engineered containment as well as Permit modification.
3. The Permittee shall notify the Division in writing at least 30 days before the introduction of process solution into a new process component or into an existing process component that has been materially modified, or of the intent to commence active operation of that process component. Before introducing process solution or commencing active operation, the Permittee shall obtain written authorization from the Division.
4. The Permittee must obtain a written determination from the Administrator of any planned process component construction or material modification, or any proposed change to Permit requirements, as to whether it is considered a Permit modification, and if so, what type.
5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the permitted facility that may result in noncompliance with Permit requirements.

Prepared by: Rob Kuczynski, P.E.
Date: 31 March 2016

Revision 00: 2016 Renewal effective 15 April 2016

Modified by: Natasha Zittel
Date: 17 April 2018

Revision 01: Greater Phoenix Major Modification and boilerplate updates

FACT SHEET

(Pursuant to Nevada Administrative Code [NAC] 445A.401)

Permittee Name: **Newmont USA Limited**

Project Name: **Fortitude/Reona (Phoenix) Project**

Permit Number: **NEV0087061**

Review Type/Year/Revision: **Renewal 2016, Fact Sheet Revision 01**

A. Location and General Description

Location: The **Fortitude/Reona (Phoenix) Project** is located in Lander County on private land (approximately 5,027 acres) and public land (approximately 3,315 acres) administered by the U.S. Bureau of Land Management (BLM) Battle Mountain District-Mt. Lewis Field Office. The Project is located in the historic Battle Mountain Mining District, within all or portions of Sections 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, and 36, Township 31 North (T31N), Range 43 East (R43E); and Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, and 22, T30N, R43E, Mount Diablo Baseline and Meridian, approximately 13 miles south of the town of Battle Mountain, Nevada.

Site Access: From central Battle Mountain, proceed south approximately 12 miles on State Route (S.R.)-305 to Buffalo Valley Road. Turn west on Buffalo Valley Road and proceed to the mine site, a distance of approximately 6 miles.

General Description: The Fortitude/Reona (Phoenix) Project is authorized to process up to 20,000,000 tons of ore annually. The facilities at the Phoenix Project site are required to be designed, constructed, operated, and closed without any release or discharge from the fluid management system except for meteorological events which exceed the design storm event.

The Phoenix Project consists of the following:

1. Two open pit mines (Phoenix and Iron Canyon Pits) with an average mining rate of approximately 110,000 tons per day (tpd);
2. Five active waste rock disposal facilities (Natomas, Philadelphia Canyon, Box Canyon, Bonanza In-Pit and Fortitude In-Pit);
3. Five inactive and reclaimed waste rock disposal facilities (North Fortitude, Butte Canyon, East Iron Canyon, North Iron Canyon, and South Iron Canyon);
4. A multi-stage 48,000 tpd and 20,000,000 ton per year (tpy) gold, silver, and copper ore beneficiation facility comprised of the following:
 - a. A crushing and grinding circuit for size reduction.
 - b. A gravity separation facility and a dedicated cyanide leaching facility for gold and silver.

- c. A three-stage flotation circuit for concentrating copper, gold, and silver, followed by filtration for shipment and subsequent off-site processing.
 - d. A cyanide vat leaching circuit followed by carbon-in-pulp (CIP) circuit for beneficiating the remaining ore fraction and production of a precious metal doré through carbon stripping, electrowinning, and retorting that will be transported off site for further refining.
5. Run-of-mine (ROM) gold and silver heap leaching operation. Heap leach ore is delivered as ROM or crushed to the Reona Gold Heap Leach Pad (HLP);
 6. ROM copper heap leaching operation (Phoenix Copper Leach Project) consisting of two ROM copper HLPs (Phoenix and Reona) and a solvent extraction and electrowinning (SX-EW) facility;
 7. A synthetic-lined tailings storage facility (TSF) constructed over the existing, historic copper tailings facility;
 8. Lined process ponds; leak detection, collection and recovery systems; stormwater diversion structures, and groundwater monitoring systems;
 9. Ancillary infrastructure including, but not limited to maintenance shops and warehousing, administration buildings, bulk fuel and reagent storage, covered concentrate stockpile facility, training facility, wash bay, electrical substation, explosives storage, equipment ready lines, potable water and septic systems; and
 10. An on-site Petroleum-Contaminated Soil (PCS) management facility, approved by the Nevada Division of Environmental Protection—Bureau of Mining Regulation and Reclamation (the Division) in August 2011.

B. Synopsis

Background/History: During the early 1860's, prospectors searching for silver discovered several small porphyry and vein-type copper deposits in Copper, Cottonwood and Galena Canyons and the Copper Basin areas of northwest Lander County. The areas were incorporated as the Battle Mountain Mining District in 1866, and within two years, the district listed over 30 mines, two smelters and a mill facility to recover copper and other base metals and minor amounts of silver and gold.

In 1909, several large placer deposits (referred to as the "Dahl Placers" after James Dahl) were discovered at the mouth of Copper Canyon, near the historic Natomas Camp site. The discovery of the placer gold deposit began a shift from labor-intensive underground copper mining to placer gold mining. Recognizing this, in 1916 the newly formed Copper Canyon Mining Company began acquiring base and precious metal claims in the Copper Canyon and Copper Basin areas and operated several small placer mines in both areas until 1955. The company also operated a

small mill to recover copper, gold, and silver at Copper Canyon from 1941 until the company folded in 1957.

Between 1949 and 1955, the Copper Canyon area was also the site of a land dredging operation. The Natomas Gold Dredging Company disassembled and moved their large dredge, the "Natomas", from Manhattan in Nye County, Nevada, to work the historic Dahl Placers. Although operation of the dredge was short lived, it did manage to show profitability for several years.

In 1967, Duval Corporation (Duval) acquired claims at Copper Basin and Copper Canyon from American Smelting and Refining Company (ASARCO). Duval implemented a modernization program to increase copper and byproduct gold recovery from the combined milling and leaching operations at the Copper Canyon Mill. Due to falling copper prices, the mill was converted from copper concentrate production to a gold cyanide leaching, CIP adsorption facility in 1978, and continued operation into the early 1990's by Battle Mountain Gold Company (BMGC) when it was replaced by the heap leaching of low-grade disseminated gold ores.

Water Pollution Control Permit (WPCP) NEV0087061 (Permit) was first issued in September 1992 in conjunction with a Schedule of Compliance (SOC) item to address reclamation and closure of the Duval pre-regulation Copper Basin mining operations and authorize mining of the Fortitude Pit gold ore and operation of the Fortitude Mill by BMGC in August of 1985.

The Permit authorized mining of the Fortitude Pit and beneficiation in the Fortitude Mill. The pit ceased production in early 1993 and the mill ceased operations in March 1993. In October 1993, the Permit was modified as the Reona Project to allow expanded open pit mining and gold-cyanide heap leaching operations. The Reona Gold HLP received lower grade ore from the South Canyon, Bonanza, and Sunshine open pits.

A Major Modification of the Permit, referred to in previous submittals as the "Phoenix Expansion" or "Phoenix Project", was approved by the Division in January 2001. This Major Modification authorized expansion of the existing operations in the Copper Canyon mining area, the expansion of existing open pits and waste rock dumps, an expansion of the Reona Gold heap leach facility, and construction of various ancillary support facilities. Also included was the development of a new open pit (Reona) and construction of a mill, gold recovery facility and tailings impoundment.

Newmont USA Limited dba Newmont Mining Corporation (Newmont) acquired BMGC, as a wholly owned subsidiary, effective 1 January 2003 and is the current Permittee.

Physiography, Geology, and Mineralization: The Phoenix Project site lies within the Basin and Range physiographic province and is composed of two relatively flat valleys and steep-sided ranges with approximately 3,700 feet of relief. Elevations range from approximately 4,520 feet along the Reese River to 8,232 feet at Antler Peak. The mountains serve as hydrologic divides that separate drainage basins. The mountain flanks are deeply incised in places, and the resulting canyons collect and discharge runoff to creeks and alluvial fans. The valley floors grade toward the Reese River and Buffalo Valley Playa.

Quaternary alluvial deposits cover most of the valley floors and lower drainage basins. In general, the alluvium fan away from the mountain fronts, with the coarsest material having accumulated in upper alluvial fan deposits and the finest material being deposited in the center of the valleys away from the mountain front. The valley fill in many basin and range valleys in Nevada can be more than 3,000 ft thick.

The Quaternary volcanic rocks within the Phoenix Project site principally consist of basalt flows southeast of Copper Canyon referred to as the Caetano Tuff. The Caetano Tuff has a maximum thickness of approximately 300 feet and caps ridges near Rocky canyon and Elephant's Head, which lies to the northeast of the Phoenix Project site.

There are numerous small igneous intrusions of Mesozoic- and Tertiary-age exposed in the Battle Mountain Range. The most hydrologically significant intrusive is the Tertiary Copper Canyon granodiorite, which roughly divides the Phoenix/Fortitude pit from the down-gradient Reona and Bonanza pits.

The Golconda allochthon (or Havallah sequence) is comprised of the Pumpnickel and Havallah Formations. The Havallah sequence is a tectonically interleaved assemblage of chert, argillite, shale, siltstone, sandstone, conglomerate, limestone, and greenstone. The Pumpnickel Formation consists predominantly of argillite and chert that forms ridges and ledges where exposed.

The Havallah Formation consists of a lower basalt and gabbro unit, as well as chert, siltstone, sandstone, and limestone units. The Havallah sequence rocks cover most of the surface of the Battle Mountain Range west of the Phoenix Project site.

The Antler Sequence is an autochthonous, overlap sequence that lies unconformably on the Roberts Mountain allochthon within the Phoenix Project site. It is made up of three formations from oldest to youngest: the Battle Formation, the Antler Peak Limestone, and the Edna Formation. These formations were deposited in a shallow marine environment. The Battle Formation consists of thick-bedded conglomerate, sandstone, shale, and limestone. The overlying Antler Peak Limestone is a limestone that is locally shaley, sandy, and pebbly. The Edna Mountain Formation is mostly sandstone and chert pebble conglomerate, with cherty limestone.

The Harmony Formation is the oldest rock exposed within the Phoenix Project site. Much of the exposed rock of the Battle Mountain Range east of copper canyon is comprised of the Harmony Formation. The formation is mainly medium- to coarse-grained sandstone with lesser shale cemented by calcite approximately 3,000 feet thick.

Base and precious metal mineralization occurs as disseminated and massive sulfide replacements of calcium-silicate rock units. Mineralization also occurs as sulfide veins and fissure fillings within and outside areas of calcium-silicate alteration.

Mining: The Phoenix Project currently involves the mining of the Phoenix, and Iron Canyon open pits..

The Phoenix open pit is a lateral and vertical expansion of the existing Fortitude, Midas, Reona, Minnie, and South Canyon/Bonanza pits, which have already penetrated groundwater. Once mining is completed, dewatering operations will cease and groundwater will rebound to pre-mining static elevations.

Pursuant to WPCP NEV0087061, Part I.N.1, the Permittee is required to submit to the Division for review and approval, an updated groundwater flow model, pit lake study, and ecological risk assessment with each Permit renewal and with any application to modify the Permit that could affect the pit lake predictive model. The study and assessment shall address, at a minimum, the requirements of NAC 445A.429, and shall include all available data, alternative pit lake or in-pit backfill scenarios, and mitigations to reduce ecological risk, as applicable.

Greater Phoenix Project Major Modification: The Greater Phoenix Project (GPP), permitted in a Major Modification, is an extension of the mine life from 2040 to 2063; it consists of an expansion of the Phoenix Pit area through consolidation of five existing pits and an increase in pit depth by 380 feet. The GPP also proposes a modification of the mine closure approach, including the management of pit water through treatment to meet applicable water quality standards and subsequently put to a beneficial use of agriculture. Please see sections **GPP Tentative Plan for Permanent Closure** and **GPP Investigations** for more information.

GPP Tentative Plan For Permanent Closure: When mining within the Phoenix Pit ceases and dewatering wells are no longer in service, the Fortitude and South Bonanza Pit areas will begin collecting water consisting of groundwater inflow as well as stormwater runoff from within the Phoenix Pit surface water catchment area. The south Bonanza Pit area will be backfilled with lime amended material, 40 feet above the predicted recovered water table, to preclude the formation of a pit lake in this area. Within the Bonanza Pit water will be treated with lime and will be pumped to a pit crest tank where it will be treated with lime a second time and then flow via gravity through a single buried 12-inch diameter HDPE pipe to the existing Reona Pond that will be retrofitted to serve as a settling pond. The two

proposed alternatives for the treated pit water are evaporation or agricultural use. In the first closure option water from the Reona Pond will be piped to evaporation ponds to the south of the tailings facility. The other alternative will use the treated pit water to irrigate agricultural areas. The agricultural area will be located on the tailings facility or in Section 31 of T31N, R43E. The agricultural area will be irrigated with standard irrigation techniques for northern Nevada.

GPP Investigations: Due to the complexity of the Phoenix Project, the Permittee will be completing additional investigations to aid in demonstrating the closure plan. These investigations are part of the Schedule of Compliance items in Section I.B of the Permit and consist of additional characterization, proof of concepts for the agriculture Tentative Plan for Permanent Closure (TPPC), updating the predictive models with the information collected.

In addition, the Permittee is required per Part I.N of the Permit to update the predictive models, waste rock management plan, and TPPCs with each Permit Renewal. These updates will incorporate the additional information learned during each Permit cycle as the Project progresses.

Haulage and Transport: ROM ore containing coarse gold and silver with low-grade copper values is loaded into haul trucks and transported to the ROM Stockpile Pad or directly to the Crushing Plant at the Phoenix Mill site for beneficiation. This is discussed in greater detail under the subsections **ROM Stockpile Pad** and **Mineral Processing and Beneficiation**. ROM leach-grade, low-sulfide gold-silver ore is transported directly to the Reona Gold HLP for cyanide leaching. This is discussed in greater detail under the subsection **Reona Gold HLP**.

ROM copper ore containing low-grade gold values are transported to the Phoenix Copper HLP for sulfuric acid leaching. ROM copper ore containing high-grade gold values is transported to the Reona Copper HLP for sulfuric acid leaching. This is discussed in greater detail under the subsection **Phoenix Copper Leach Project**.

Ore and Waste Rock Identification, Classification, and Segregation: Proper identification, classification, and segregation of rock types mined is critical to the economic and environmental success of the mine. As a general rule, any rock with sufficient minerals (gold, silver, or copper) that are in an economically extractable form is classified as ore; all other rock is identified as waste rock. Rock identified as ore is classified and segregated by its chemistry to promote recovery of metals. The variable chemistry of the ore types makes blending of ores from the different pits and benches a necessary tool in enhancing metal recoveries. Waste rock is further classified as either Potentially Acid Generating (PAG) or non-Potentially Acid Generating (non-PAG) according to its ability to affect the environment through the formation of Acid Rock Drainage (ARD).

Two factors are used to classify the ore and waste rock; how much sulfide is present and how much acid neutralizing or buffering capacity is available. Samples of ore

and waste rock are collected for mineralogical, Meteoric Water Mobility Procedure (MWMP), Acid Base Accounting (ABA), Profile I constituents, and radionuclides.

Material with either a sulfide content greater than 0.1 percent or a Net Neutralizing Potential (NNP) less than or equal to zero, as identified using standard ABA methods, is classified as PAG. Rock with less than or equal to 0.1 percent sulfide and a NNP greater than zero are classified as non-PAG. Data utilized to classify rock at the Phoenix Project include geologic modeling, geologic formation mapping, blast hole mapping, laboratory analyses of blast hole cuttings and data from previous mining in the same location, but on other benches (i.e. higher elevations).

Ore and geologic block models are used to predict where various rock types are anticipated. These three-dimensional models are produced by extrapolating geology and geochemistry between exploration drill holes, and conducting a statistical analysis of mineralization and associated controls. The models are updated and field corrected as mining progresses. Current data used to refine and improve the model enhances the ability to predict where differing rock types are to be expected.

Mineralization at the Phoenix Project site is affected, and often controlled, by structure and lithology. Structural zones and contrast between lithotypes often define preferential pathways or constraints to mineralizing fluids. As such, knowledge of the area lithology and structural fabric is often helpful in defining where ore and waste rock types may be found. Past geologic mapping and ongoing mapping projects help define and identify the structural and lithologic constraints of interest.

Blasting is required to break up and loosen the rock and make it possible for mining of ore and waste rock. Site geologists examine and classify (or map) the blast holes and their cuttings in order to further refine the knowledge base about rock types, rock structures, and mineralization present.

Samples of the blast-hole cuttings are collected and characterized. The analyses performed include those needed to define the boundaries between ore and waste, as well as those needed to identify and classify ore and waste rock types. Therefore, accurate and timely results from these chemical analyses are very important to the operations at Phoenix.

In addition to providing the chemical data needed to identify ore types, laboratory analyses, including LECO testing to identify the percent sulfide, total sulfur, carbonate, and total carbon present in the samples, are used to classify waste rock types. The LECO analyses are performed on 1 out of every 5 samples (Permit requirements stipulate that 1 in 10 blast holes must be analyzed using the LECO Method) and have a typical turnaround time of 3 to 7 days. The constituents determined through the LECO analysis are used to calculate the acid

neutralizing/acid generating potential (ANP/AGP) of the material, and as such is the primary method for determining PAG versus non-PAG.

Waste Rock Management: Waste rock generated is characterized during mining and managed pursuant to the most recent version of the *Phoenix Mine Waste Rock Management Plan (Revised March 2018)*. The waste rock is either placed in existing and sequentially mined open pits, deposited over existing inactive waste rock and copper leach dumps, or placed within waste rock disposal facilities (WRDFs).

Current and proposed surface-deposition waste rock facilities include Philadelphia Canyon, Box Canyon, and the Natomas WRDFs. The proposed in-pit waste rock facilities are located in the old Bonanza and Fortitude pit areas. These two in-pit waste rock facilities will be amended with lime to 40 feet above the predicted recovered water table.

Pursuant to the current Waste Rock Management Plan (WRMP), when a portion (i.e. lift) of a WRDF is completed the requirement for concurrent reclamation is triggered. Completed lifts are recontoured and capped with benign (net neutralizing) capping materials within twelve months of their completion.

A WRDF is considered complete when it has received all of the PAG waste rock it can contain and is ready for recontouring to final slope and capped. While the same criterion applies to individual lifts as well, safety factors must be considered. For instance, recontouring and capping of a single lift may only be accomplished if a subsequent lift is not under construction above (restricted access below active dump faces). As such, recontouring of said lift may not be accomplished until the lift above is complete, providing a catch bench for work to safely proceed on the first lift. After being contoured and capped the slopes are ready to be seeded, usually in the fall or early spring of each year to take advantage of the seasonal precipitation.

Caps for Phoenix Mine WRDFs are designed to minimize meteoric water infiltration and promote vegetative growth (and thus transpiration). All WRDFs at the Mine are designed to be capped and/or covered with at least 5 feet of benign non-PAG (net neutralizing) waste rock or alluvium.

Changes in the mine plan can affect the amount of capping material required and/or amount of available benign waste rock. As such, any changes will be provided within the annual WRMP review. The suitability of all growth media/capping materials will be demonstrated to the Division and BLM through studies and testing as required by the 2003 Phoenix Record of Decision and Plan of Operations approval. After the facility has been contoured to the final reclamation topography, cap materials (non-PAG waste rock or alluvium) are placed on the facility and spread to a minimum thickness of 5 feet. Cap monitoring devices and stormwater structures are constructed as soon as possible, but not later than the next construction season following contouring of capping materials. Also, depending

on conditions and time of year, reseeding may occur before or after installation of stormwater structures and cap monitoring test stations.

The implementation of temporary and permanent stormwater best management practices (BMPs) is site specific at the Phoenix Project site. BMPs for final reclaimed WRDFs may include ditches, retention basins, sediment basins, and diversion channels, as well as the final configuration of the WRDF surface (swales, slope breaks, etc.). These BMPs are designed to prevent channel flow off the top of the WRDF, promote sheet flow across the WRDF to diversion channels connected to sediment basins to limit movement of sediment. The BMPs also include maintenance and inspections of the stormwater control facilities in order to ensure that stormwater off of, and around, the WRDFs is managed in accordance with applicable permit requirements.

Pursuant to WPCP NEV0087061, Part I.N.2, the Permittee is required to submit to the Division for review and approval an updated WRMP with each Permit renewal and with any application to modify the Permit that could affect the WRMP. A revised WRMP must also be approved prior to initiating mining or in-pit backfill activities not previously approved. The WRMP must include representative characterization data for all anticipated waste rock and overburden in accordance with the current version of the Division guidance document "*Waste Rock, Overburden, and Ore Evaluation*," in addition to a detailed description of how, when, and where the materials will be managed and monitored, and appropriate controls to eliminate any potential to degrade waters of the State, if applicable.

ROM Stockpile Pad: Mill-grade ROM gold and silver ore is transported via haul truck to the ROM Stockpile Pad located north of the Phoenix Mill. The pad was constructed in three phases beginning in 2005 and occupies a footprint of approximately 672,500 square feet (approximately 15.5 acres) and is graded toward the double-lined ROM Stockpile Pad Collection Pond and Phase 3 Stormwater Runoff Pond. The pond designs are discussed in greater detail under the subsection ***ROM Stockpile Pad Collection Pond and Phase 3 Stormwater Runoff Pond.***

The ROM Stockpile Pad has a design height of 60 feet as measured from the pad surface and can accommodate approximately 1.5 million tons of ore. The pad is comprised of a 1-foot thick soil base and 3-foot high perimeter berm, constructed of Low Hydraulic Conductivity Soil Layer (LHCSL) material with a maximum permeability of 1×10^{-6} centimeters per second (cm/sec). The LHCSL is overlain with a minimum 3-foot layer of protective drainage material above the base and a minimum 6-foot layer of the same material over the perimeter berm.

Solution from the ROM Stockpile Pad drains to an outlet channel cut in the downgradient toe of the perimeter berm. The outlet channel is lined with 60-mil high-density polyethylene (HDPE) and anchored beneath the LHCSL base of the pad. The 3-foot thick protective drainage layer is extended over the HDPE liner

and is further protected with a 2-foot layer of rip-rap over the length of the channel. The outlet channel reports to the ROM Stockpile Pad Collection Pond.

ROM Stockpile Pad Collection Pond and Phase 3 Stormwater Runoff Pond: The ROM Stockpile Pad Collection Pond is double-lined with a leak detection sump. The liner system is comprised of 60-mil HDPE primary and secondary liners with a layer of geonet between the liners to serve as a leak collection and recovery system (LCRS). In the event leaks occur in the primary liner, the solution will report to the LCRS, which conveys solution to a gravel-filled sump that is evacuated through an 8-inch diameter HDPE inclined riser pipe. The pond capacity is 524,288 gallons at 2 feet of freeboard and 771,689 gallons at the pond crest. These capacities are adequate to contain the respective 25-year, 24-hour and 100-year, 24-hour storm event volumes (approximately 502,000 gallons).

The Phase 3 Stormwater Runoff Pond utilizes the same design criteria as the ROM Stockpile Pad Collection Pond. The runoff pond acts as an overflow pond and is connected by a 15-foot wide spillway with a base elevation equal to that of the 2-foot freeboard elevation of the ROM Stockpile Pad Collection Pond. The spillway is constructed with primary and secondary 60-mil HDPE liners with a layer of geonet between and is tied to the ROM Stockpile Pad Collection Pond liner and LCRS.

Leak detection for the Phase 3 Stormwater Runoff Pond reports to a dedicated subgrade LCRS sump filled with clean drainage rock encapsulated in 10-ounce per square yard (oz/sq yd) non-woven geotextile. The sump can be evacuated to appropriate containment via a 12-inch diameter HDPE inclined riser pipe bootied through the primary HDPE liner at the pond crest. The pond measures approximately 130 feet on a side and 10 feet deep. With a design capacity of 507,000 gallons at 2 feet of freeboard and 718,000 gallons at the crest, the pond is designed to contain, without overtopping, the 100-year, 24-hour storm event flow (594,500 gallons) that would report to the Phase 3 pad expansion area and related components.

Mineral Processing and Beneficiation: The original Fortitude Mill, constructed by Duval, ceased operations in March 1993. All equipment was removed shortly thereafter and by August 2014, all of the Duval-era buildings and building foundations had been demolished, with the exception of the former Maintenance Shop, currently being used for exploration drill core storage.

The new Phoenix Mill is located northwest of the historic Reona Gold HLP. The mill was constructed in 2005 and later expanded in 2011, to beneficiate run-of-mine mill-grade ore from the Phoenix Mine. A new Metallurgical Laboratory Building (EDC approved by the Division in July 2013) provides analytical services for both the gold and copper process operations.

All mill components and associated tanks, conveyors, pipelines, sumps, reagent storage areas, and load-out areas are located within concrete secondary containment. The secondary containment is designed to contain 110-percent of the volume of the largest vessel within an individual containment area or to provide 110-percent containment of the discharge from the largest contributing vessel within multiple containment areas that are hydraulically linked. Tanks that are not elevated above the containment floor are equipped with leak detection pipes, which gravity-drain to the secondary containment. Refer to the subheadings **Crushing Circuit**, **Coarse Ore Stockpile Pad**, **Grinding Circuit**, **Gravity Separation Circuit**, and **Flotation Circuit** for additional design details.

Crushing Circuit: ROM ore from the ROM Stockpile Pad is fed via front-end-loader to one of two gyratory crushers for primary crushing. A Metso, 50-inch by 65-inch crusher is utilized for crushing softer, less abrasive ore and a Fuller 800-hp, 60-inch by 89-inch crusher, is utilized for crushing harder and more abrasive ore.

In an effort to optimize mill operations, a Minor Modification (approved in September 2011) authorized the phased expansion of the Crushing Circuit (Phase 1 Expansion) and the Grinding Circuit (Phase 2 Expansion) to increase mill throughput to 76,800 tpd by decreasing particle feed size to the semi-autogenous grinding (SAG) mill from an 80-percent passing size (P_{80}) of 6 inches to a P_{80} of 2 inches. This expansion involved the installation of a secondary crushing circuit to handle the entire amount of tonnage discharged from the primary crushers.

The secondary crushing circuit consists of a multi-slope, double deck screen to remove fines from the primary crusher product. The oversize material is crushed by two secondary cone crushers operating in parallel. The product from the secondary crushers is conveyed to the mill stockpile feed conveyor. An individual feeder belt from each primary crusher transfers nominal minus 6-inch crushed ore to the shared transfer conveyor, which delivers the ore to the stacker conveyor. Ore from the stacker conveyor is dumped onto the Coarse Ore Stockpile Pad, which has approximately 33,000 tons of live storage and 70,000 tons of dead storage capacity. The live storage can supply the mill for one day of operation and the dead storage can provide an additional two days of ore feed if the crusher is down.

Coarse Ore Stockpile Pad: The circular Coarse Ore Stockpile Pad is approximately 400 feet in diameter with a geosynthetic clay layer (GCL) base. The GCL is protected with a minimum 2-foot layer of overliner drainage material. The pad is constructed with a compacted-fill perimeter berm to prevent the escape of fluids from the pad and a ditch encircles the exterior of the bermed pad to divert stormwater flow away from the component.

Solution collected within the pad area drains to two outlet channels lined with 60-mil HDPE that is tied to the GCL. The outlet channels penetrate the pad berm and report to a single Outlet Sump (OS) that hydraulically links the pad to the secondary

containment for the Phoenix Mill via the concrete slab beneath the ore conveyor. The sump is approximately 30 feet by 4 feet by 2 feet deep, with the long axis perpendicular to the pad gradient. The sump is comprised of a prepared subbase with a 6-inch layer of protective bedding sand, lined with 60-mil HDPE, keyed approximately 15 feet upgradient and beneath the GCL. Solution reporting to the OS is conveyed through the pad perimeter berm and conveyor corridor retaining wall via two 24-inch diameter HDPE outlet pipes.

The concrete conveyor corridor slab is a minimum 13 feet wide. A 2-foot high curb is constructed on both sides of the conveyor corridor slab from the retaining wall to a minimum of 20 feet beyond the outlet pipes discharge point. The remainder of the conveyor corridor slab is lined with a 1-foot curb to the point where it connects with the Phoenix Mill containment.

The corridor stem walls are designed to contain the flow and accommodate sediment buildup that may occur. The Permit requires routine removal of sediment from the corridor to ensure adequate capacity. In addition, the Phoenix Mill secondary containment is adequate to contain 166 percent of the 100-year, 24-hour storm event flow from the pad plus the volume of the largest vessel in the mill building.

Grinding Circuit: Ore is removed from the Coarse Ore Stockpile Pad by means of three belt feeders that convey material to the SAG Mill Feed Belt. The SAG Mill Feed Belt conveys new ore, crushed pebbles, and grinding balls to the 36-foot diameter by 18-foot long SAG mill where water is added for grinding. Overflow from the SAG mill is diverted to a cone crusher and reintroduced to the SAG Mill Feed Belt.

Underflow from the SAG mill drops into a sump and mixes with discharge from two ball mills. The sump slurry is pumped to a bank of cyclones. Overflow from the Grinding Circuit cyclones (P_{80} approximately 150 mesh) reports to the Flotation Circuit and the underflow stream is divided and conveyed to each of the two 20-foot diameter by 33-foot long ball mills.

The existing grinding area was expanded as part of the Phase 2 Expansion. In an effort to meet the desired mill throughput rate of 76,800 tpd, the P_{80} particle size of the grinding cyclone circuit overflow was increased from 150 to 100 mesh by reducing slurry velocity entering the cyclones.

Gravity Separation Circuit: A portion of the discharge from each ball mill is pumped to two gravity gold and silver recovery units and the concentrates from the gravity units are diverted to a cyanidation unit. The gravity unit tails are pumped to a contact flotation cell to recover finer-grained gold.

Flotation Circuit: The flotation circuit consists of a rougher flotation circuit followed by a three-stage cleaner flotation circuit and a cleaner-scavenger circuit.

Slurry from the grinding cyclone overflow feeds a series of six rougher flotation cells. The rougher flotation concentrate and contact cell concentrate are combined and cleaned in two stages of gravity separation.

The Phase 2 Expansion included in the September 2011 Minor Modification, also expanded the rougher flotation area and tailings deslime area in an effort to double the current rougher flotation retention time, and increase capacity of the existing rougher tailings deslime cyclones. A new rougher flotation building was constructed parallel to the existing Phoenix Mill to accommodate two new banks of rougher flotation cells of six cells each, which effectively doubled the rougher circuit retention time from 15 to 30 minutes. Interconnecting pipelines connecting pumps and pump boxes between the existing Mill Building and the new Mill Building were also installed and the deslime cyclones were modified for coarser separation in order to increase throughput.

Concentrate from the two-stage gravity separation unit is directed to a primary cleaner column flotation cell. Rougher scavenger concentrate, along with concentrate from the 1st cleaner flotation circuit (four cells in series) and the cleaner scavenger flotation circuit (four cells in series), is sent to the flotation regrind mills. The regrind concentrate is then cleaned in three stages of flotation utilizing both mechanical and column flotation technology.

A magnetic separator removes magnetite/pyrrhotite concentrates from the cleaner flotation stream and gold and silver are recovered from the magnetic concentrate via a gravity recovery unit. Cleaner gravity tails and magnetic separation tails are pumped to the copper concentrate thickener to be dewatered. This is discussed in greater detail under the subsection ***Flotation Copper Concentrate Thickener Circuit.***

The final flotation concentrates are thickened, filtered, stockpiled, and eventually shipped to a smelter for metal recovery. Tails material from the rougher and cleaner scavenger circuits is pumped to a pair of deslime cyclones at the head of the CIP Leach Circuit. The cyclone underflow is pumped to the CIP Leach Circuit where it is combined with cleaner scavenger tails (CST). Most of the gold and silver in the slurry reports to the cyclone underflow while most of the copper reports to the cyclone overflow.

Flotation Copper Concentrate Thickener Circuit: Cleaner gravity tails and magnetic separation tails are pumped to the copper concentrate thickener to be dewatered. The thickener overflow solution reports to the mill water tank for use as make-up water and the thickened copper concentrate is pumped to a copper concentrate storage tank equipped with an agitator.

Copper concentrate is pumped from the storage tank to a pressure filter and further dewatering to approximately 10-percent moisture content. The “dry” concentrate is conveyed to the dry floatation concentrate building (e.g. Concentrate Barn) with

a 10,000 ton capacity. The copper concentrate is loaded into trucks, which are washed with an in-building truck wash, and then shipped off-site to a smelter.

In anticipation of the copper flotation circuit reaching its full design capacity, an EDC approved by the Division in May 2013 authorized construction of a second concentrate barn approximately 50 feet southwest of the existing concentrate barn. The facility was placed into operation at the approval of the as-built report by the Division in November 2013.

The new pre-fabricated building is similar in construction to the existing concentrate storage building. The building occupies a footprint of approximately 138 feet by 130 feet and is constructed on a reinforced concrete pad with reinforced concrete stem wall with a containment capacity of 6,313 gallons and a dry concentrate storage capacity of 7,600 tons. A reinforced concrete pad with a surrounding berm for containment is located on the southwest side of the new Flotation Concentrate Storage Building. Containment volume is approximately 6,059 gallons and is designed to accommodate a maximum container/tank volume of 5,500 gallons, assuming 110-percent containment capacity. Typically, 55-gallon drums are stored in this area.

CIP Leach Circuit: Lime and cyanide solution are added at the head CIP tank to respectively control pH and enhance precious metal dissolution. The slimes material from the cyclone overflow is pumped to the fines thickener tank and dewatered using flocculant and reclaim water for make-up. The thickened slurry (underflow) is pumped to the CIP circuit tails tank and the thickener overflow is returned as mill make-up water. The CIP leach tanks discharge to the 5-stage CIP circuit, comprised of five individual CIP agitator tanks placed in series, where dissolved precious metals are adsorbed onto activated carbon particles. This is discussed in greater detail under the subsection ***Carbon Stripping, Regeneration and Cyanide Detoxification.***

An EDC (approved by the Division in January 2010), authorized the installation of a high rate, pre-fabricated, deep-cone thickener to increase the percent solids content of the CST stream feeding CIP Tank 1. The CST Thickener provides a higher level of slurry density control when compared to the current system of utilizing the CIP Tank 1 feed cyclones to optimize the operating performance of CIP Tank 1 and increase gold recovery.

Thickener solids from the CST Pump are diluted with water provided by the CST Thickener overflow water. Thickener underflow is pumped to CIP Tank 1 or 2 and the effluent is gravity fed to the mill water tank. The CST Thickener underflow pump is controlled via a variable speed drive in order to keep the density of the thicker underflow at a pre-determined solids percentage. The percentage is determined by a densitometer installed in line with the pump outlet. The mass flow rate is calculated based on the densitometer output and the measurement of the

volumetric flow rate. During the thickening stage, flocculant is injected to increase the settling rate.

A flocculant delivery system supplies flocculant to the CST Thickener. The flocculant is conveyed from the Flocculant Storage Tank and diluted with fresh water through an inline mixer before being fed to the thickener. Flocculant addition and volumetric flow is measured with flow meters and percent solids are measured by a densitometer. Dilution water feed is controlled by a flow control valve incorporating both the flocculant flow rate and a 10-percent dilution ratio.

In May 2017 the Division approved an EDC for the conversion of Leach Tank #1 to a surge tank. The modification aids in the managing of the talc within the ore currently processed at the mill, which has been overwhelming the trash screens. In August 2017, the Division commissioned the surge tank.

Carbon Stripping, Regeneration and Cyanide Detoxification: Loaded carbon collected for stripping and tails discharge slurry are treated in a Caro's acid [peroxymonosulfuric acid (H_2SO_5)] destruction circuit prior to discharge to the TSF. An EDC (approved by the Division in January 2008), authorized the addition of two new agitation/reactor tanks and a pumping tank to increase slurry-Caro's acid retention time and cyanide detoxification efficiency prior to the discharge of CIP tailings slurry into the TSF. An EDC (approved by the Division in May 2013) authorized the addition of an INCO/Sulfur Dioxide cyanide detoxification process, which includes the permanent placement of a 12-foot diameter 6,000 gallon polyethylene tank and associated piping. All tanks, pumps, and piping are placed within containment in the Phoenix Mill building, south of the existing CIP area and adjacent to the Tailings Collection Tank.

Loaded carbon is transferred from the mill CIP circuit by pipeline and may be combined with loaded carbon trucked from the Reona Gold HLP Carbon-in-Column (CIC) Adsorption Circuit. The carbon is washed with hydrochloric acid in the acid wash tank, neutralized with caustic soda, and pumped to the strip vessel. Copper is removed from the carbon by an ambient temperature cyanide rinse and the resulting rinse solution is pumped to the leach circuit. Following the cyanide rinse for copper, the carbon is stripped of precious metals with a hot caustic solution. Barren carbon is conveyed through a regeneration kiln and the activated product is mixed with fresh make-up carbon and either pumped to CIP Agitator Tank 5 for reintroduction into the CIP Recovery Circuit or loaded into a transfer truck for the Reona CIC Circuit.

Pregnant solution from the carbon stripping process is pumped through a circuit comprised of four electrowinning cells. The electrowinning precipitate is filtered, heated in a retort to remove mercury, dried, and then shipped to Newmont facilities at Twin Creeks or the Carlin complex for refining of precious metals.

Reona Gold HLP: Heap leach grade ROM gold and silver ore is transported to the Reona Gold HLP via haul trucks. The ore is conditioned prior to placement on the heap leach pad by adding lime in measured amounts to the haul trucks as they pass below silos and/or by adding milk-of-lime once the ore is on the HLP.

Cyanide leach solution is applied by drip emitters and/or sprinklers to the surface of the ore on the HLP. The leach solution then percolates down through the ore, dissolving the gold and silver. The pregnant solution, flows along the pad liner and is collected in piping within a lined solution collection ditch located along the down-gradient edge of the pad. The pregnant solution passes through carbon columns for gold and silver recovery before being recirculated back to the HLP. Loaded carbon from the Heap Leaching Circuit is either processed on-site or off-site through a pressure stripping and electrowinning process. Stripped carbon is loaded directly back into the columns or regenerated and then reused in the processing plant.

The Reona Gold HLP was constructed in four phases, with a fifth phase approved as part of the "Phoenix Expansion" (Major Modification approved by the Division in June 2001) but not yet built. Phases 1 and 2 were completed in 1994, and totaled approximately 2.5 million square feet of heap leach pad. Phase 3 was completed in 1995, and created an additional 1.1 million square feet of HLP tied to the west side of Phase 1. Phase 4 construction was completed in November 1996, and consists of an additional 0.6 million square feet of HLP located along the east side of Phase 2. The total Reona Gold HLP area constructed is approximately 4.2 million square feet, or about 96 acres. The maximum HLP height is 320 feet above the primary HDPE liner surface.

The Major Modification authorizes the construction of the Phase 5 HLP and will expand the Reona Gold HLP footprint by approximately 1.2 million square feet along the east side of Phase 4. This expansion, if completed, is expected to increase HLP capacity by 9.8 million tons and total pad capacity to 33.9 million tons of leach-grade ore and a ultimate pad height of 200 feet above the HDPE liner surface. Because of the depletion of heap leach grade ores, it does not appear that Phase 5 construction will be initiated.

Both the Reona and the authorized Phoenix Expansion HLP liner systems are identical in design. The liner systems are comprised of 80-mil HDPE placed over a minimum 12-inch prepared soil subgrade with a coefficient of permeability no greater than 1×10^{-6} cm/sec when compacted to a maximum dry density of 97 percent (American Society for Testing and Materials (ASTM) Method D1557). The Permittee has successfully demonstrated to the Division that a friction layer, comprised of sand and gravel embedded within the upper zone of the prepared subgrade layer at the interface with the HDPE liner, will provide the necessary long-term frictional resistance and increased horizontal stability of the HLP. The friction material has a nominal particle size between 0.05 to 0.5 inches in diameter and will be broadcast across the surface of the prepared subgrade. Mechanical

compaction equipment is used to embed the sand and gravel such that a composite material conforming to the requirements of the prepared subgrade is achieved.

Separate leak detection and collection is provided by 2-inch diameter perforated pipe located along the western berm of each cell below the 6-, 8-, and 12-inch diameter collection pipes and beneath the HDPE-lined concrete solution recycle sumps located at the solution discharge point for each cell. This is discussed in greater detail under the subsection **Reona Gold HLP Leak Detection System**. A portion of the Reona Gold HLP was unloaded and used to construct the TSF.

Approval by the Division on 20 May 2011 authorized the utilization of up to 30 million tons of characterized spent ore from the Reona Heap Leach facility for use as internal TSF embankment fill, filter fill material, and alluvial fill cover for construction of the Phoenix TSF. All random fill and cover material will meet Technical Specifications for Construction of the Phoenix Mine Tailings Impoundment Facility Stage 4, Section 02205-3,4,5,6 Sections 2.02, 2.05 and 2.07 (Golder Associates, May 27, 2010).

Reona Gold HLP Leak Detection System: The leak detection system within Phases 1-3 (PD-1 through PD-9) of the Reona Gold HLP is comprised of 2-inch diameter polyvinyl chloride (PVC) leak detection pipes under the liner within the friction layer. The leak detection pipes are placed adjacent to and upgradient of each cell separation and phase separation berm and surrounded by leak detection sand. The 2-inch diameter leak detection pipe is booted through the liner and daylighted in the solution ditch above the storm flow level where it is visually monitored on a daily basis. Any leaking fluids would report to the solution ditch and flow by gravity within the solution channel into the Reona Event Pond (EP-1). This is discussed in greater detail under the subsection **Reona Gold HLP Event Pond**.

Phase 4 of the existing leach pad (PD-10) and the authorized Phoenix Expansion cells (PD-11 through PD-14), differ from Phases 1-3. Along the western berm of each cell is a 42-inch wide composite drain placed under the HDPE liner. The composite drain transitions to a 2-inch diameter non-perforated PVC leak detection pipe at the end of the cell outlet. The leak detection pipe is placed within a 6-inch diameter HDPE pipe and conveys flow under the solution collection channel to an HDPE observation manhole located at the southern edge of the channel. Each cell has a dedicated manhole, equipped with a submersible pump to remove fluids and record quantities. The manhole is also equipped with an overflow pipe to direct solution into the lined collection channel if necessary.

Flow measurement data, if any flow is present, are collected from the leach pad and solution sump leak detection pipe daily. Flow rates exceeding 25 gpd in any one leach pad leak detection pipe indicate that the leach pad or solution collection ditch is leaking. Efforts will be undertaken to report the leak, identify the source (i.e., leach pad cell) of the leak and initiated to isolate and/or repair the leak.

Reona Gold HLP Event Pond: The Reona Gold HLP Event Pond (EP-1) has a total storage capacity of 16,869,000 gallons. A second event pond (EP-2) is approved and is required for construction with the Phoenix Expansion of the Reona Gold HLP. EP-2 (when constructed) will have a total storage capacity of 10,436,000 gallons and have a construction similar to that of EP-1 incorporating a liner system comprised of 60-mil HDPE primary and secondary liners with an HDPE geonet layer sandwiched between the liners and allow for drainage to a leak detection and collection sump. This is discussed in greater detail under the subsection **Reona Gold HLP Event Pond Leak Detection System**.

The normal operating volume of EP-1 is 4,023,472 gallons and the freeboard volume (at 2 feet of freeboard) is an additional 2,451,000 gallons. Design criteria for EP-1 incorporated the resultant fluid volume from a 25-year, 24-hour storm event, fluid volumes associated with the full draindown at the design rate of 3,000 gallons per minute (gpm) solution application rate resulting from a 24-hour cessation of pumping due to a pump/power outage, and the 110-percent draindown of the largest process solution tank with a volume of 70,000 gallons.

Process fluids in the heap leaching circuit are managed by maintaining a 1-foot deep “dead” storage volume of approximately 1,205,000 gallons of solution in EP-1. The heap leach process normally operates in a negative water balance situation, with makeup water added to the circuit on an “as-needed” basis to maintain solution volume equilibrium and minimize fluid accumulation in EP-1.

During periods of no leaching or when the available solution inventory is in excess of the dead storage volume, the excess solution is recycled to the Phoenix TSF or Mill Process Circuit via pipeline with secondary containment at a maximum rate of 250 to 300 gpm.

Reona Gold HLP Event Pond Leak Detection System: The EP-1 leak detection system is comprised of a geonet leak detection layer placed between the two HDPE liners. This allows for a preferential flow path for any fluids escaping the primary liner to the leak collection sump located at the lowest corner of the pond and a reduction of hydraulic head against the secondary liner in the event of leakage from the primary liner. A dedicated pump installed in the sump riser pipe is used for weekly monitoring of fluids present and, if necessary, the evacuation of fluids from the sump.

Phoenix Copper Leach Project: The Phoenix Copper Leach Project (Major Modification approved by the Division in June 2010) is comprised of two copper HLPs, Phoenix and Reona. The Phoenix Copper HLP is designed to leach ROM copper ores with low gold values; the Reona Copper HLP is designed to leach ROM copper ores with high gold values. Average sulfuric acid leach solution application rate to the Phoenix and Reona Copper HLPs is 12,500 gpm and 1,000 gpm respectively, total combined application rate is limited to 15,000 gpm. Application

rate per unit area is limited to 0.01 gpm/square foot. The heaps are designed with a minimum setback of 30 feet from the toe of the containment berm to the toe of heap and a nominal lift height of 20 feet (25 feet for the initial lift).

Both pads have dedicated process and event ponds, conveyance pipelines and channels, monitoring devices, diversion structures and a share a common SX-EW circuit. These are discussed in greater detail under the section ***Phoenix and Reona Copper HLP Design.***

Pursuant to WPCP NEV0087061, Part I.N.3--Continuing Investigations, the Permittee is required to perform, long-term column leach tests to generate data in an effort to further refine the Tentative Plan for Permanent Closure (TPPC) and to eventually develop a Final Plan for Permanent Closure (FPPC) for the Phoenix and Reona Copper HLPs and associated facilities. Refer to the subheading ***Phoenix Copper Leach Project Tentative Plan for Permanent Closure (TPPC)*** for additional details.

With each subsequent application for renewal of this Permit or operational or facility change that could affect the Phoenix Copper Leach Project and TPPC, the Permittee must reevaluate the TPPC and provide an update or modification of the plan.

The updated TPPC must include, but is not limited to, the following:

1. Any changes to the proposed closure methods of the solvent extraction-electrowinning (SX-EW) plant, copper leach facilities, and process ponds;
2. Any changes regarding the type and depth of cover proposed for placement at closure of the leach pads. Predictive modeling shall be updated to demonstrate the continued effectiveness of the proposed cover design and placement;
3. Any changes regarding the management of heap draindown solutions and solution disposal; and
4. Any changes regarding the projected time frames for leaching, solution recirculation/draindown, solution disposal, regrading of the leach pads and cover placement, pad revegetation, pond closure, and post-closure monitoring.

Phoenix and Reona Copper HLP Design: The Phoenix Copper HLP is located approximately 1,500 feet west of the TSF. The pad is rectangular in shape and extends approximately 5,060 feet in an east-west direction and approximately 3,350 feet in a north-south direction, covering an area of approximately 17,200,000 square feet. The pad has a total capacity of 150 million tons loaded to an authorized heap height of 300 feet. Associated with the Phoenix Copper HLP is a Pregnant Leach Solution/Sediment Pond (PLS/Sed Pond), a sump area for pumping Intermediate Leach/Raffinate Solution (ILS) and Pregnant Leach Solution (PLS), two Event Ponds (Phase 1 EP and Phase 2 EP), and ancillary facilities.

An EDC (Division approved 7 February 2018) to construct the Phoenix Copper HLP Phase 2 in two stages Phase 2A and Phase 2B.

The Phoenix Copper HLP is being constructed in phases (Phases 1A, 1B, 2A, 2B, and 3) to accommodate operational changes. Phases 1A and 1B are under active ore placement and leaching with Phase 2A currently under construction. At the completion of Phase 2, approximately 120 million tons of copper ore will have been placed on the pad liner and stacked to a maximum authorized height of 300 feet above the Phase 1 and 2 liner surface. When the decision is made to proceed with Phase 3 construction, an additional 30 million tons of ore will be placed on liner and stacked to a maximum authorized height of 300 feet above the liner surface. The decision to construct Phase 3 will be dependent upon future ore reserves and economics.

The Phoenix Copper HLP is designed to accommodate ten independent cells (identified as cells A through J) for solution collection purposes. Each cell is approximately 500 feet wide and will have a maximum length of 1,550 feet for Phase 1, 950 feet for Phase 2, and 850 feet for Phase 3.

Drainage within each cell is collected in a solution channel at the south end of the pad. The solution channel drains from east to west toward a low point, from which the channel then turns south to allow drainage flow to the Phoenix PLS/Sed Pond or one or both event ponds, located in the southwest corner of the Phoenix Copper HLP.

The two-phase Reona Copper HLP is located approximately 800 feet north of the TSF and 100 feet east of the Reona Gold HLP. Ore intended for placement on the Reona Copper HLP has a higher gold content; however, ore placement is expected to occur intermittently. Associated with the Reona Copper HLP is a Pregnant Leach Solution/Event Pond (PLS/EP). The PLS from the Reona Copper HLP is recirculated and periodically directed to the SX/EX plant as feed based on copper concentration and solution volume. As of the end of 2017 the Reona Copper HLP had not been constructed.

The area for the Reona Copper HLP (Phase 1A and Phase 1B) is approximately 1,600 feet in an east-west direction and approximately 1,900 feet in a north-south direction. The Reona Copper HLP is designed to accommodate three independent cells. The cells vary from approximately 350 to 500 feet wide and 1,550 to 1,850 feet in length. Drainage within each cell is collected in a solution channel at the south end of the pad. The solution channel drains from east to northwest and then southwest toward a low point, from which the channel allows drainage to flow to the Reona PLS/EP, located southwest of the Reona Copper HLP.

The containment areas for the Phase 1A and Phase 1B pads are approximately 1,300,000 square feet and 1,100,000 square feet, respectively. The capacity of Phase 1A and 1B is approximately eight million tons loaded to an ultimate heap

height of 300 feet above the primary liner surface. The Reona Copper HLP includes a pond that has been designed to store eight hours of operating volume, eight hours of draindown, and the flow generated by a 100-year, 24-hour storm event plus a 3-foot freeboard. The pond includes a sump area that will accommodate pumps to evacuate PLS solution to the SX-EW process plant.

Both the Phoenix and Reona Copper HLPs utilize identical liner system designs. The liner systems are comprised of a 12-inch thick prepared subgrade of low-permeability soil. The soil is compacted to a minimum 97 percent of maximum dry density (ASTM Method D1557) with a coefficient of permeability less than or equal to 1×10^{-6} cm/sec and overlain by an 80-mil double-textured HDPE liner. Friction material comprised of a mixture of sand and gravel (0.05 to 0.5 inches in diameter), is embedded within the upper zone of the prepared subgrade layer at the interface with the HDPE liner to provide additional frictional resistance and increase horizontal stability of the HLP over the long term. The friction material is broadcast across the surface of the prepared subgrade and embedded through the use of compaction equipment such that a composite material conforming to the requirements of the prepared subgrade is achieved.

The HDPE liner extends up the side of the 4-foot high (minimum) perimeter berm where it is anchored in an anchor trench. The liner is overlain by a 12-inch thick protective layer of sand with gravel or silt, produced from the screening of existing stockpiled materials or copper tails.

A drainage layer composed of a 15-inch thick blanket of coarse aggregate overlies the protective layer network of perforated drainage pipes. The drainage layer transmits solution and precipitation flowing through the heap along the base of the pad to the ponds without an excessive buildup of phreatic head on the liner. Leach pad loading (toe) begins 30 feet (minimum) inside the perimeter berm to accommodate regrading of the heap side slopes at closure.

Following placement of ROM copper ore on the HLPs, sulfuric acid leach solution will be applied at a rate of 0.01 gpm/square foot over the ore and allowed to percolate. The leach solution is comprised of raffinate, recycled PLS, and spent solution from the SX Circuit. During winter operation, emitters may be placed below the surface of the rock material to prevent the lines and heap surface from freezing. Leach solution is collected and recirculated onto the fresh ore for approximately 90 days. Once this leach cycle has been completed, new ore will be placed on top of the previously leached ore.

The copper oxides and various other minerals present in the ore have the tendency to consume leach solution. The metals and non-metals solubilized and their concentrations are specific to the ores leached. Consequently, sulfuric acid is regularly added to the leach solution on an as-needed basis to maintain a leach solution pH between 1.5 and 3.0 standard units (s.u.). Maintaining the pH at these levels optimizes copper extraction and recovery and prevents unwanted

precipitation reactions within the HLP due to high pH solution or excessive acid consumption when the pH becomes too low.

Evaporation of the water from the leach solution occurs at significantly different rates throughout the year. To maintain an adequate volume of leach solution, fresh process water is added on an as-needed basis. As the heap increases in height, the leach solution inventory increases. Therefore, the proper water and make-up acid addition to the leach circuit must be maintained at all times.

In 2016, the Phoenix CLP increased the total number of tons placed per year on the copper HLP from 6.5 million tons to 9 million tons. The copper leach process was using make-up water from a low chloride content well, producing approximately 240 gallons per minute. The increase to 9 million tons per year demonstrated that the current make-up water flow rate was insufficient. The total flow rate of low chloride content water required will need to increase to approximately 1000 gallons per minute. At this make-up water addition rate, the total flow to the pad is still well below the permitted application rate to the copper HLP is 15,000 gpm.

The copper leach process requires low-chloride content water to efficiently leach the copper from the ore. The original plan to provide low chloride water for this process involved drilling a new fresh water well. The second option and the one selected that best supports the site water management efforts, uses a reverse osmosis-water treatment circuit (RO-WTC) to filter chlorides from the existing fresh water sources.

An EDC approved by the Division on 9 May 2016 authorized the installation of an RO-WTC at the Phoenix Project site and as-built approved 29 November 2016. The RO-WTC is housed in a sea container placed on precast concrete sleepers within existing containment. The RO-WTC is able to deliver 600 gpm of low-chloride content make-up water to the copper leach facility. The RO-WTC is located near the mill water distribution building. The RO-WTC is fed by fresh water from the freshwater tank (630-TK-116). The water is conveyed from the fresh water tank to the RO units. There is two RO units in the WTC. The low-chloride water is conveyed to an existing fresh water feed pipe which then flows to the Raffinate Tank (535-TK-141). The concentrated effluent will be pumped to the Mill Water Tank (200-N-0023).

Solution Collection Piping System: Process solution infiltrating through the heap, collects in the drainage system at the base of the pad, and drains directly to the process ponds located downgradient of the pad. Based on the pipe size, configuration, deformation, and flow calculations, the solution collection piping system has more than adequate flow capacity to handle normal heap draindown in addition to the drainage from the 24-hour, 100-year storm event. With no pipe deformation, design flow volume through the pipes is 50 percent or less. All of the solution collection pipes are sized to handle flows necessary to maintain an application rate of 0.005 gpm/square foot.

As stated previously, the Phoenix Copper HLP is comprised of ten cells (identified as cells A through J) for solution collection purposes. Each cell contains a system of 4-inch diameter perforated ("Type-SP") corrugated polyethylene (CPE) collection pipes placed at a 20 or 25-foot center-to-center spacing in a "herring bone" pattern. The collection pipes direct flow toward 24-inch diameter "Type SP" CPE collection header pipes that are installed in trenches located near the center of each cell. The trenches for the collection header pipes are 12 inches lower than the pad grade and are underlain by a dedicated leak detection system. Refer to the subsection ***Process Component Monitoring System (PCMS)*** for additional details.

The perforated collection header pipe directs flow to the south end of each cell and then transitions to a solid 24-inch diameter HDPE pipe. At the perforated pipe-solid pipe transition a containment berm has been constructed and covered by smooth 80-mil HDPE liner to serve as a solution retention sheet.

The solid pipe conveys the collected solution to a Parshall flume with flanged connections. The flume structure design allows for flow measurement and directs the outflow into a 24-inch diameter solid HDPE pipe and then to the 32-inch diameter solid HDPE Phoenix PLS Pipe in the solution channel.

As stated previously, the Reona Copper HLP is comprised of three independent cells (identified as cells A through C) for solution collection purposes. Each cell contains a system of 4-inch diameter "Type SP" CPE collection pipes placed at a 25-foot center-to-center spacing in a "herring bone" pattern. The collection pipes direct flow toward 12-inch diameter "Type SP" CPE collection header pipes installed in trenches located near the center of each cell. The trenches for the collection header pipes are placed 12 inches below the pad grade and are underlain by the PCMS.

The perforated collection header pipe directs flow to the south end of each cell and then transitions to a solid 24-inch diameter HDPE pipe. At the perforated pipe-solid pipe transition location, a berm has been constructed and covered by smooth 80-mil HDPE liner to serve as a solution retention sheet.

The solid pipe conveys the collected solution to a Parshall flume with flanged connections. The flume structure design allows for flow measurement and directs the outflow into a 24-inch diameter solid HPDE pipe and then to the 32-inch diameter solid HPDE Reona PLS Pipe in the solution channel.

Solution Channels: The leach solution channel design features trapezoidal cross sections, graded to a minimum slope of 0.75 percent toward the ponds. The channel design includes a 12-inch thick layer of prepared subgrade, double textured 80-mil HDPE geomembrane, and is underlain by a dedicated PCMS. Solid HDPE pipes direct flow from the pad area to the operating ponds. The pipes in the lined channel

will be covered with gravel, leak detected and monitored by the PCMS. Where necessary, valves will be installed to direct the flow of solution.

The lined solution channel for the Phoenix Copper HLP is designed to slope from the east and west sides of the pad toward a low point at a grade of 0.75 percent. At the low point of the channel, the solution channel turns south to allow drainage to flow to the west side of the Phoenix Copper PLS/Sed Pond. A secondary solution channel is designed to intercept the primary solution channel north of the ponds and allows solution to be directed into the east side of the pond. A 32-inch diameter solid HDPE pipe conveys the PLS solution. At the intersection of the primary/secondary solution channels, a 32-inch diameter tee and valves control flow to either side of the Phoenix Copper PLS/Sed Pond.

The solution channel is constructed along the south side of the Reona Copper HLP. The channel slopes from east to west at a minimum grade of 0.75 percent and discharges to the Reona Copper PLS/Event Pond, located southwest of the Reona Copper HLP. A 12-inch diameter solid HDPE pipe installed within the lined channel conveys PLS solution flow.

Process Component Monitoring System (PCMS): The PCMS design is a combination trench and sump system for leak detection, collection and recovery. The PCMS is designed to allow independent monitoring of each heap leach pad cell as well as sections of the solution channels where flow is concentrated. At the outlet of each PCMS trench is a PCMS monitoring sump with an effective capacity of approximately 65 gallons. The PCMS monitoring sump consists of a pipe-in-pipe system to accommodate a small pump and discharge pipe for the purpose of removing any solution collected in the sump. In a system upset, the sump overflows back to the lined PCMS trench.

The PCMS is comprised of a 12-inch thick prepared subgrade layer of LHCSL, compacted to a minimum 92 percent of maximum dry density (ASTM Method D1557) and a coefficient of permeability less than or equal to 1×10^{-6} cm/sec, and an 80-mil smooth HDPE liner to promote lateral flow and restrict vertical infiltration. A 4-inch diameter perforated CPE pipe is placed within a 4-inch thick layer of gravel overlying the HDPE liner to provide additional flow capacity within the system. In areas where the pipe serves as an outlet pipe for future expansions, solid 6-inch diameter HDPE pipe is utilized. An 18-inch thick layer of gravel covers the pipes and is overlain with a layer of non-woven geotextile to limit migration of fines from the overlying 12-inch thick layer of prepared subgrade material.

Process/Sediment, Process/Event, and Event Pond Design: These ponds are located downstream of the Phoenix and Reona Copper HLPs. Ponds associated with the Phoenix Copper HLP include the Phoenix Copper PLS/Sed Pond and the Phoenix Copper Phase 1 and Phase 2 Event ponds. The Reona Copper PLS/Event Pond will be the only pond associated with the Reona Copper HLP.

A water balance analysis was used to size the ponds with the largest pond capacity requirements estimated to occur in Year 1 of loading for both ponds before the SX-EW Plant start-up. All ponds are surrounded by wildlife fences and bird balls are placed in the ponds to prevent birds from entering the pond area.

All ponds are double-lined and leak-detected, have side slopes of 2.5 horizontal:1 vertical (2.5H:1V), and depths that range between 10 and 30 feet. In addition, all ponds have a design freeboard of 3 feet in addition to their required storage for a 25-year, 24-hour storm event flow. The ponds are constructed with a 12-inch thick prepared subgrade of low-permeability soil, compacted to a minimum 92 percent of maximum dry density (ASTM 1557) and a coefficient of permeability less than or equal to 1×10^{-6} cm/sec, overlain by a secondary 80-mil HDPE geomembrane. A layer of geonet is placed between the HDPE liners to convey any leakage from the 80-mil HDPE primary liner to the LCRS.

The pond floors are sloped toward a PLS collection sump, nominally 25 feet by 25 feet by 2 feet deep and have a capacity of approximately 6,100 gallons. The sumps are located in the corner of each pond and collect leakage for return to the SX-EW Plant. Beneath the collection sumps are the LCRS sumps, which are comprised of a layer of geonet, overlain by a primary 80-mil HDPE geomembrane. The LCRS sump consists of a depression filled with select gravel encapsulated in geotextile with an approximate effective capacity of 500 gallons. A 12-inch diameter HDPE riser pipe is installed along the pond slope to the bottom of the sump with the lowest 10 feet of pipe perforated for solution collection. A submersible pump is used to evacuate the sump.

The LCRS sumps collect drainage conveyed from the geonet and from the 4-inch diameter perforated CPE leakage collection pipes that run along the toe of the ponds and discharge into the LCRS sump. The sumps are constructed on the east side of the Phoenix Copper PLS/Sed Pond, and on the west side of the Reona Copper PLS/Event pond. The LCRS sumps consist of a lined depression filled with select gravel encapsulated in geotextile with an effective capacity of 500 gallons.

The Phoenix Copper PLS/Sed Pond and the Phoenix Copper Phase 1 Event Pond were constructed as part of the Phase 1 Phoenix Copper HLP construction. An additional event pond (Phoenix Copper Phase 2 Event Pond) is currently being constructed as part of the Phoenix Copper HLP Phase 2A construction to contain the maximum volumes associated with both the Phase 2 and proposed Phase 3 pads.

The footprint of the Phoenix Copper PLS/Sed Pond is approximately 665 feet by 195 feet. The pond has two compartments (a Sediment Storage Compartment and a PLS Compartment) separated by a 10-foot high internal berm (as measured from the Sediment Storage Compartment side) and a 12-foot high internal berm (as measured from the PLS Compartment). The Pond has a combined design capacity

of 8.6 million gallons at 3 feet of freeboard. In addition a dedicated sump has been installed to collect and pump PLS solution to the SX-EW process plant.

The PLS Compartment is approximately 390 feet by 170 feet by 12 feet deep with a design capacity of 4.1 million gallons (at 3 feet of freeboard). The Sediment Storage Compartment has a design capacity of approximately 2.0 million gal (at 3 feet of freeboard) and measure 240 feet by 170 feet by 10 feet deep. The pond is designed to be drained by a low-level outlet pipe buried under the berm in the southeast end of the pond. The drain pipe is leak detected and monitored by the PCMS.

The Phoenix Copper Phase I Event Pond occupies a footprint of approximately 600 feet by 270 feet with a depth of 30 feet. Pond capacity is 19.8 million gallons at 3 feet of freeboard. The Phoenix Copper Phase II Event Pond occupies a footprint of approximately 480 feet by 730 feet with a depth of 30 feet and a capacity of 52.2 million gallons at 3 feet of freeboard. These event ponds are connected by a spillway lined with 80-mil HDPE and leak detected. The spillway is designed to be 20 feet wide by 4 feet deep and the floor of the spillway is constructed 4 feet beneath the pond crest elevation. The spillway has design volumetric flow rate of 18,000 gpm at a flow depth of 0.75 feet.

A single process pond serves the Reona Copper HLP. The pond collects PLS from the pad and is designed with sufficient capacity to also serve as storm event pond. The Reona Copper PLS/Event Pond is located downstream of the Reona Copper HLP and is connected via an 80-mil HDPE lined and leak detected solution channel. The pond is approximately 500 feet to the southwest of the Reona pad and is rectangular in shape, measuring 450 feet by 190 feet by 18 feet deep. The Reona Copper PLS/Event Pond will have a design capacity of 6.1 million gallons at 3 feet of freeboard. A collection sump and pump system is installed to convey collected Reona Copper PLS/Event Pond solution to the SX-EW process plant, a distance of approximately 4,000 feet.

Diversion and Sediment Control Structures: Stormwater diversion channels are constructed as part of the Phoenix and Reona Copper HLPs to intercept surface water runoff from upstream catchment areas and divert the flows around the proposed leach facilities to either a natural drainage or a constructed channel located downstream. The diversion structures are constructed and sized to accommodate the 100-year, 24-hour storm event. Sediment control structures are constructed in those areas where runoff from disturbed areas enters the surface water diversion system.

Diversion channels extend around the Phoenix Copper HLP along the north and west sides. The Reona diversion channel extends along the north and east sides of the leach pad and is separated from the leach pad by the pad perimeter road.

Groundwater Monitoring for Copper Leach: Several new groundwater monitoring wells have been installed at the Phoenix Copper Leach Project area. Four new groundwater monitoring wells (HLP-1 through HLP-4), are located along the downgradient (south) side of the Phoenix Copper HLP. Two additional wells (HLP-5 and HLP-6) have been installed on the upgradient (north) side of the pad. If the gradient reverses as a result of dewatering, HLP-5 and HLP-6 will become downgradient wells and HLP-1 and HLP-4 will become upgradient wells. Two additional monitoring wells will be installed north of the leach pad and a new well (HLP-7) south of the leach pad. An existing monitoring well (CM-13) located south of the pad will also be utilized to monitor fluctuating groundwater conditions.

Four new groundwater monitoring wells are scheduled for installation within the Reona Copper HLP area. Monitoring well (RLP-1) will be located along the upgradient (north) side of the Reona Pad, two wells (RLP-3 and RLP-4) will be located along the downgradient (south) side of the Reona Copper HLP and a third well (RLP-2) will be located downgradient (south) of the Reona Copper HLP PLS/Event Pond. In the event dewatering results in a gradient reversal, additional monitoring wells will need to be installed north of the Reona Copper HLP.

Phoenix Copper Leach Project Solvent Extraction and Electrowinning (SX-EW): Solvent extraction (SX) is a method used to separate (extract) compounds based on their relative solubilities from one immiscible liquid phase to another. In an SX circuit, an immiscible organic solvent (also referred to as a “lixiviant”) is added to the PLS and thoroughly mixed.

The organic solvent is comprised of two components: a copper-specific extractant (similar in chemical composition to shortening) and an organic carrier/diluent (typically high flashpoint kerosene). During mixing, copper is removed from the PLS and loaded onto the extractant component. Once the extractant component is fully loaded, the immiscible phases are separated via specific gravity, with the lighter organic fraction above the heavier, acidic PLS fraction.

The acidic solution exiting the SX circuit and no longer containing copper is referred to as the “raffinate” and is recycled back into the acid leaching process. The copper-loaded organic solvent is pumped to a stripping circuit where a mixer-settler unit separates the copper from the organic solvent, yielding a high-grade solution for electrowinning. The organic solvent is returned for re-use in the extraction stage. The solid residue comprised of copper-bearing organics is referred to as “crud” and is allowed to settle out for eventual removal.

In its current configuration, the Phoenix SX-EW Circuit is designed to produce up to 12,000 tons of cathode copper annually from the PLS. The operation consists of an SX-EW circuit, a tank farm for reagent storage and distribution, a Raffinate Tank and a raffinate/PLS pumping and distribution network. All components are located on reinforced concrete containment, surrounded by a berm, coated with an acid-resistant compound and embedded with waterstop material at all concrete joints.

Design containment is well in excess of the 110-percent minimum design criteria for the largest tanks present. Refer to the subheadings ***Phoenix SX Circuit***, ***Phoenix EW Circuit***, ***Tank Farm***, ***Acid-Diluent Storage and Distribution System***, and ***Raffinate and Organic Recovery Tanks*** for additional details.

Phoenix SX Circuit: The Phoenix SX Circuit consists of two mixing-extraction-settling stages (referred to as E-1 and E-2) and one stage of mixing-stripping-settling (referred to as S-1), all placed within secondary containment (referred to as Containment Area #1710). Each stage has a nominal throughput of 5,000 gpm of aqueous feed and the piping is configured such that the E-2 mixer settler can also be operated as a parallel extractor, if necessary. The mixing phase for the E-1 and E-2 stages each consist of a Primary, Secondary and Tertiary Mix tank, all connected in series. The Primary Mix Tank has an operating volume of 8,300 gallons while the Secondary and Tertiary Mix tanks each have a volume of 12,000 gallons. The extraction-settling phase utilizes an Extraction Settler Tank, each 102 feet by 81.5 feet by 4.25 feet deep with a volume of 248,742 gallons.

The mixing phase for the S-1 stage consists of a Primary Mix Tank with a volume of 8,300 gallons and a Secondary Mix Tank with a volume of 12,000 gallons. The stripping-settling phase utilizes a Strip-Settler, 102 feet by 81.5 feet by 4.25 feet deep and a volume of 248,742 gallons.

In addition to the above components, other ancillary equipment such as pumps, piping, centrifuges, and heat exchangers are utilized in the SX Circuit for the conveyance and treatment of electrolyte solution and the management of crud to acceptable levels. All components are constructed of stainless steel or other acid resistant materials. Each tank is covered with acid-resistant covers to protect the solutions from external particulates, ultraviolet radiation, and wind, and to inhibit evaporative losses from the settlers. Piping for SX process solution is placed in lined trenches located between the tanks and sized to contain the volume of one mixer-settler in the event of failure. Available secondary containment for Containment Area #1710 is 832,658 gallons which equates to 219-percent of the required containment volume. The containment area construction consists of a reinforced concrete pad and stem wall network with an acid resistant coating and embedded with waterstop material at all concrete joints.

During active SX operations, the first stage of extraction (E-1) receives pregnant leach solution (PLS) and partially loaded organic from the second stage of extraction (E-2) and produces a loaded organic and a partially depleted copper leach solution.

The second stage of extraction (E-2) receives the partially depleted leach solution and stripped organic and produces a partially loaded organic and raffinate (or barren aqueous solution).

The stripping stage (S-1) receives loaded organic and lean electrolyte and produces rich electrolyte and stripped organic.

Operation of the SX Circuit is maintained by controlling PLS, loaded organic, lean electrolyte, and aqueous recycle solution flows. As the copper concentration in the various streams changes the flow rates are also changed to maintain a chemical "steady-state" condition. Crud must be periodically removed from the settlers and processed for recovery of contained organic. The crud can be pumped, drained, or flooded out of the settler under controlled conditions and then processed through the centrifuge located in the tank farm.

An EDC approved by the Division on 14 February 2014, authorized improvements to the SX/EW Plant and Circuit first identified during the 2013 commissioning of the plant and circuit. In its initial As-Built configuration, instrumentation associated with the mixing tanks became submerged in solution resulting in the instrumentation shorting out and the tanks overflowing. The addition of 1-foot extensions on the tanks reduced these issues. In order to facilitate the mixing of starch utilized in the plant, the existing starch tank was replaced with a tank that is equipped with baffles and an upgraded mixing system. Additionally, a recirculation pump and line will be added to the starch tank in order to promote mixing of the starch and keep it suspended in solution.

To safely complete the maintenance work being conducted in the SX settler area, including weir and picket fence adjustments, the organic solution needed to be removed and temporarily stored for approximately two weeks. To temporarily store the organic solution, seven 20,000-gallon tanks, each equipped with secondary containment were temporarily installed on the Phoenix Copper HLP.

Phoenix EW Circuit: The Phoenix EW circuit is comprised of two rectifiers, 30 electrowinning cells, a cathode wash and stripping machine, and an acid mist extraction and scrubbing system, all located within an enclosed building (EW Building). Secondary containment for the entire EW Circuit (referred to as Containment Area #1720) consists of reinforced concrete pad and stem wall network with an acid resistant coating and embedded with waterstop material at all concrete joints. Available secondary containment for Containment Area #1720 is 32,820 gallons which equates to 960-percent of the required containment volume and also allows for future expansion.

The two rectifiers provide D.C. power to the cells for the electrowinning process. The rectifiers are located outside the south-east side of the EW Building. Each rectifier has an output capability of 0 to 20,000 amps and 0 to 75 volts.

The electrowinning cells are constructed of acid-resistant polymer concrete. Each cell contains 60 stainless steel cathode mother blanks and 61 rolled lead-calcium-tin anodes. The center to center spacing between anodes and cathodes is 4 inches. The anodes and cathodes are connected electrically in parallel within a cell and in

series between cells so that ideally each anode/cathode pair receives the same amperage. Electrolyte is fed to each cell from a distribution header and enters through a manifold in the bottom of each cell. The electrolyte discharges from the cells at the top of the end of the cell near the center walkway and enters one of two discharge headers which carry it to the Lean Electrolyte Tank.

For optimum copper recovery, electrolyte entering the EW Building requires the addition of heat to maintain a temperature of 120 degrees Fahrenheit (°F) to optimize reaction kinetics. Direct current, generated by the rectifiers, flows from anode to cathode, resulting in the plating of copper onto the cathode. A typical EW cycle lasts between 5 and 7 days in duration. At the end of the cycle, the copper loaded cathodes will be removed from the EW cell and sent to a cathode washing/stripping machine, to remove any residual electrolyte solution and any other contaminants adhering to the copper surface.

The cathode stripping machine actually consists of several related functions. The cathodes are washed and the copper cathodes are removed from the stainless steel cathode mother blanks and stacked; the stripped mother blanks are then returned to the cells. All wash water is recycled as make-up water and for recovery of any residual copper content. The copper is mechanically removed from the cathodes by the stripping operation.

The EW process results in the oxidation of the lead anode surface, creating lead oxide sludge. The amount of sludge generated is a function of the EW circuit operation and power application. Starch is added to the electrolyte to create a smooth cathode surface since a smooth surface is less likely to trap lead oxide flakes and less likely to retain electrolyte during cathode washing. Cobalt sulfate is added to the electrolyte solution to stabilize the amount of anode surface corrosion and limit lead oxide formation on the anodes. The lead oxide sludge collected on the anodes and in the bottom of the cells is removed and returned to the anode supplier for reprocessing. Anode life expectancy is typically 5 to 10 years. At the end of their useful life, spent anodes are returned to the anode supplier for reprocessing.

A crane is used to transport anodes and cathodes within the EW Building. The electrolyte recirculation tank receives electrolyte via overflow from the lean electrolyte tank and returns the electrolyte to the commercial cells. The lean electrolyte tank receives lean electrolyte from the discharge of the cells in the tank house. The majority of the solution overflows the lean electrolyte tank into the electrolyte recirculation tank. Some of the lean electrolyte is used for backwashing of the electrolyte filters and some is pumped to the stripping stage primary mixer in the SX Circuit.

The EW process also results in the generation of oxygen at the anode during the plating of copper. When oxygen bubbles break the solution surface and burst, small droplets of the acidic copper electrolyte are released into the air, creating an acid mist within the EW Building.

A ventilation system, consisting of individual hoods on each EW cell is connected to a collection header and ductwork to maintain sufficient flow of air across the top of the cells to keep any airborne mist from escaping the hood and entering the working zone. All wash water generated by the scrubber operation is recycled back to the SX-EW Circuit as make-up water.

Tank Farm and Acid-Diluent Storage and Distribution System: The Tank Farm (referred to as Containment Area #1715) and Acid-Diluent Storage and Distribution System (referred to as Containment Area #1815) are located southwest of the SX area, within bermed, concrete pads, coated with an acid-resistant compound and embedded with waterstop material at all concrete joints. All tanks, piping and pumps are constructed of stainless steel or other acid-resistant materials. Available containment for the Tank Farm is 267,873 gallons which equates to 128-percent of the required containment volume. Available containment for the Acid-Diluent Storage and Distribution System is 368,138 gallons which equates to 128-percent of the required containment volume.

Tanks storing temperature-sensitive reagents are located inside the EW Building. All organic solution tanks and pumps are stored outside for fire prevention/protection purposes.

The Tank Farm contains a centrally located concrete trench, which serves as a sump and permits the collection of drainage from the process facility and any overflows from the tanks. Approximate effective capacity of the sump is 54,000 gal and has an internal API-type baffle system which allows for the recovery of any spilled organic substances from this area. The sump drains to the **Raffinate Tank**.

The equipment in the Tank Farm area is arranged as follows:

1. The Loaded Organic Tank (total volume 128,250 gallons) receives loaded organic from the overflow launder of the first stage of extraction. The loaded organic is then pumped back to the stripping stage;
2. The Filter Feed Tank (total volume 30,000 gallons) receives rich electrolyte from the stripping stage and holds it until it is pumped through the filters;
3. The Crud Decant Tank (total volume 17,131 gallons) receives various mixtures of solutions from the settlers and holds it for processing through the crud treatment system and is used as a treatment tank if clay treatment of the organic is desired. If special treatment is not required, the Crud Decant Tank is used merely as a Centrifuge Feed Tank. Overflows from all tank farm area tanks also go into the Crud Decant Tank;
4. The Crud Filter Filtrate Tank (total volume 846 gallons) receives clean organic produced by the Filter Press and holds it until it is pumped back into the loaded organic tanks;

5. The Electrolyte Filter Backwash Storage Tank (total volume 13,500 gallons) receives lean electrolyte solution that has been used to backwash the electrolyte filters and holds it until it is pumped to the E-I settler at a controlled rate. The Filtered Electrolyte Tank receives the filtered rich electrolyte from the filters and holds it until it is pumped through the heat exchangers and on to the electrolyte recirculation tank; and
6. The Electrolyte Recirculation (total volume 54,146 gallons) and the Lean Electrolyte tanks (total volume 24,000 gallons) are located within the Tank Farm containment area but are associated with the **Phoenix EW Circuit**.

Equipment associated with the Acid-Diluent Storage and Distribution System includes but is not limited to the following:

1. A reagent addition and metering system for acid mist suppression during electrowinning;
2. A cobalt-sulfate addition and metering system;
3. A starch addition and metering system;
4. A diatomaceous earth or clay addition metering system;
5. An extractant addition and metering system package;
6. A Diluent Storage Tank (total volume 16,920 gallons) and metering system pump;
7. Two sulfuric acid storage tanks of carbon steel construction (total volume 169,684 gallons, each) with distribution pumps for leach pad acid; and
8. One EW Acid Storage Tank of carbon steel construction (total volume 11,850 gallons) with distribution pump for high purity electrowinning cell make-up acid.

The utility and ancillary facilities associated with the SX-EW Circuit include but are not limited to the following:

1. A hot water system with three natural gas-fired, 4 million British Thermal Unit per hour (BTU/hr) heaters, and distribution pumps and piping to electrowinning and electrolyte heating;
2. A 50 gpm reverse-osmosis system with storage tank and distribution pump;
3. Two air compressors (one operating and one standby), rated at 200 standard cubic feet per minute (scfm) at 125 pounds per square inch-gauge (psig) output. Air dryer and receivers are located at SX, electrowinning and the tank farm;
4. A site substation including a meter, transformers and switchgear to distribute electric power at 13.8 and 4.16 kilovolts (kV); and
5. A Reverse Osmosis Water Tank (total volume 8,812 gallons) and Fire/Process Make-up Water Tank (total volume 67,860 gallons).

Raffinate and Organic Recovery Tanks: The Raffinate Tank (total volume 526,380 gallons), organic Recovery Tank (total volume 8,225 gallons), and their associated pumping systems supplies barren leach solution (raffinate) to the HLP. PLS pumps receive PLS from an intake at the PLS Pond and pump the PLS via a lined pipeline corridor to the E-1 and E-2 solvent extraction settlers at the SX-EW plant. All components are located within containment (referred to as Containment Area #0535) with an available volume of 579,018 gallons which equates to 127 percent of the required containment volume.

The Raffinate Tank discharges the solution by gravity to the HLPs. Initially, the raffinate will be delivered by gravity, but a provision for raffinate pumps is provided for the future increase in elevation of the leach pad. At the Raffinate Tank there is an Organic Recovery Tank (total volume 8,225 gallons) that recovers the undissolved organic residue floating on the surface of the tank. This system is comprised of a collection tank and organic transfer pump that returns the recovered organic to the Crud Decant Tank.

The Raffinate and Organic Recovery tanks are located within containment in what was originally intended to be the double-lined Raffinate Pond which was originally approved for construction as part of the Phoenix Copper Leach Major Modification.

The pond has surface dimensions of 420 feet by 140 feet, with a depth of 24 feet and with side slopes of 2.5H:1V. The double-lined pond is comprised of a 12-inch prepared subgrade of low-permeability soil, compacted to a minimum 92 percent of maximum dry density (ASTM Method D1557) and a coefficient of permeability less than or equal to 1×10^{-6} cm/sec, overlain by a secondary 80-mil HDPE liner, and an LCRS consisting of a layer of geonet, and overlain by a primary 80-mil HDPE liner.

The pond floor is sloped toward a floor sump, 25 feet square by 2 feet deep. Beneath the floor sump is an LCRS sump installed to collect any flows that may pass through the primary liner. The LCRS sump is filled with pea gravel and has an approximate effective capacity of 500 gal. The sump collects drainage from the geonet and from 4-inch diameter perforated CPE pipes that run along the toe of the pond and discharges into the LCRS sump. The LCRS sump consists of a depression between the primary and secondary liners, filled with select gravel encapsulated in geotextile. A 12-inch diameter HDPE riser pipe is installed between the liners along the pond slope to the bottom of the sump with the lowest 10 feet of pipe perforated for solution collection. A submersible pump is used to evacuate the sump. A wildlife fence surrounds the raffinate pond and netting has been placed over the pond to prevent birds from entering the pond area.

An engineered pad and access ramp, approximately 110 feet by 140 feet, to accommodate the Raffinate Solution Tank and Organic Solution Recovery Tank. The pad is comprised of a 2-foot layer of structural fill overlying a 2-foot layer

drainage rock, all overlying a 1-foot layer of gravel. Within the gravel layer is a perforated, 4-inch diameter, corrugated polyethylene (CPE) leak collection pipe which drains to the remaining portion of the Raffinate Pond. Construction of the engineered pad and access ramp has substantially reduced available pond capacity from 5.6 million gallons (as designed) to 579,018 gallons.

Secondary Containment Trenches: Two HDPE-lined secondary containment trenches accommodate pipelines that exit the SX-EW plant and return process solution back to the Phoenix and Reona Copper HLPs. The pipeline to the Phoenix Copper HLP consists of 20- and 28-inch diameter pipe contained in a 9,825 feet long trench lined with 80-mil HDPE. The trench begins at the Raffinate Pond and is configured to allow any solution (process or meteoric) present in the trench to drain to the Phoenix Copper HLP. The pipeline to the Reona Copper HLP will consist of two 8-inch diameter pipes contained in a 2,500 foot long trench lined with 80-mil HDPE. The trench will begin at the Raffinate Pond and is configured to allow any solution (process or meteoric) present in the trench to drain to the Reona Copper PLS/Event pond.

Phoenix Copper Leach Project Tentative for Permanent Closure (TPPC): The tentative closure of the Copper Heap Leach facilities is discussed in greater detail in the document entitled "Tentative Permanent Closure Plan, Phoenix Copper Leach Project—2014 Revision".

Once sulfuric acid leaching of the copper HLPs is discontinued, the Permittee will initiate solution recirculation and forced-air solution evaporation. Evaporators will be relocated periodically to other areas of the copper HLPs and precipitate generated as a result of the forced-air evaporation will be bladed, covered, and seeded. Solution recirculation is expected to continue until all draindown from the heap can be managed exclusively via active evaporation.

Process ponds will be converted to backfilled evaporation (E)-cells. The backfilled E-cells will be designed to a sufficient size to contain the residual draindown. The design capacity will consider the predicted post-closure draindown of 15 gpm from the copper leach pads and assume limited maintenance. Evaporation will continue on top of the pad until draindown from the heap has reached "steady-state" passive draindown. At that time the remaining portions of the pad will be capped with 5 feet of alluvial cover material and seeded. Steady-state draindown flow will be routed to an E-cell.

In the event that flow to the E-cell exceeds design capacity, the solution will be handled as described in the Fluid Management Plan for the Phoenix Copper Leach Project (Newmont 2007). If the initial E-cell becomes unusable, an additional E-cell will be constructed. An additional E-cell will be constructed as needed to handle passive drain-down flow.

Any precipitate that forms on top or within the E-cell will be removed, landfilled on top of the pad, and covered with 5 feet of alluvial cover material. Although it is not anticipated, any radioactive precipitates that form will be managed and disposed of pursuant to local, State, and Federal regulations.

The piping systems used to transport reagents and process solutions through the process will be visually inspected to identify any remaining contaminants following cleaning and rinsing. Solids contained within sumps, ponds, and other containment areas are anticipated to be mostly mixtures of residual ore and process reagents. These solids will be disposed on the existing copper leach pad.

The copper HLPs will be regraded and recontoured to prevent surface ponding and the heap leach pad will be covered with 5 feet of capping material to limit meteoric water infiltration. The pad and loading plan have been designed so that leach ore will remain on the HDPE liner during regrading of side slopes. The current plan is for solution to continue to be actively evaporated on top of the pad. Data from the Copper Basin Reclamation Project and other studies indicate that 5 feet of capping material will be adequate to limit meteoric water infiltration.

The copper facilities will contain a variety of components that require characterization prior to closure activities. Those that will not require characterization include, but are not limited to, drip tubes and pipelines, which will be buried in place. Process-related components and adjacent soils that require characterization include maintenance buildings where solvents and other petroleum products were used and stored, laboratory areas, and chemical and petroleum product storage tanks and associated piping. These components will be visually inspected to identify any remaining contaminants following cleaning and rinsing. Plastic pipe will be buried in place on the heap and metal piping will be rinsed and salvaged.

Long-term column leach tests performed during the operation of the Phoenix Copper Leach Project are intended for use in the development of a FPPC for the Phoenix Copper Leach Project. Data to be collected includes, but is not limited to, composite samples for mineralogical, MWMP-Profile I, and ABA analysis. Data is submitted on an annual basis for review.

The SX-EW facility area contains a variety of components and many of these will require some level of characterization prior to the initiation of closure activities and their removal. Process related structures and equipment will be rinsed prior to their removal and will be recycled, reused, and disposed in a manner consistent with local, State, and Federal regulations. Reclamation activities include but are not limited to demolishing buildings and structures. Concrete structures and foundations will be inspected and soils beneath the foundations will be characterized if the concrete was previously cracked or visual examination suggests potential for contamination of soils. Based on characterization results, concrete will then be removed or broken and covered in place with 5 feet of cover material.

Copper Heap Leach Pad Cover Studies: The Major Modification (approved by the Division in June 2010) required the Permittee to develop and implement a work plan identifying future Phoenix and Reona Copper HLP closure-related data collection.

A preliminary work plan was submitted to the Division in September 2010. Over the next several months, specifics regarding the type of data required and methods of collection were outlined. Design of the Project was divided into two phases (Phase 1 and Phase 2) to evaluate water storage capacity for cover soils at the Phoenix Project site. Phase 1 (EDC approved by the Division in March 2011) was a compilation and review of available data related to meteorological parameters, borrow soil characteristics and plant community properties.

Included in the Phase 1 report was a preliminary calculation of water storage requirements based on records of precipitation and evaporative demand from nearby weather stations. Those requirements are consistent with the conceptual cover advanced by the Permittee for closure of the Phoenix Copper HLP. The report also included recommendations for additional modeling, identification of a nearby reference site for revegetation studies and a field test facility to provide direct measurement of one or more proposed cover designs.

Phase 2 (EDC approved by the Division in July 2012 and completed in August 2012), authorized the design, construction, operation, and closure of the Test Facility.

The Test Facility consists of three large scale drainage lysimeters located south of the Phase 1 Copper HLP. The three lysimeters have been constructed to test soil cover thickness of 2, 3, and 5 feet. The cover soil, obtained from nearby sources, is representative of the soil material prepared for use in the final reclamation of the Copper Leach Facility.

The dimensions of each lysimeter are approximately 33 x 66 feet. Each lysimeter is lined with 60-mil linear low-density polyethylene (LLDPE) liner with an outlet pipe to collect and discharge any water that percolates through the soil material in the lysimeter. The depth of each lysimeter is 7 feet, including the depth of soil cover, plus a lower base layer of waste rock.

The interface of the soil cover and waste rock is representative of the final reclamation configuration of the Copper Leach Facility when soil cover is placed on the spent leached ore. The soil profile within each lysimeter has been duplicated in a 16-foot zone surrounding each lysimeter. This zone is available for destructive testing and other testing not appropriate with lined lysimeters.

Soil water content sensors are placed at multiple locations and depths in the soil profile within each lysimeter. Instrumentation is installed on each lysimeter to measure the volume of any water that percolates through the cover profile.

Meteorological data, soil profile moisture content, and drainage volume from the base of each lysimeter has been collected since August 2012. A summary report is prepared annually and submitted to the Division with the annual monitoring report for WPCP NEV0087061. To date, soil moisture and net percolation flux monitoring data indicate that the lysimeters have achieved or are nearing conditions representative of steady-state ambient precipitation conditions.

Water content in the cover materials increases in response to infiltration of winter and early spring precipitation and snowmelt and subsequently dried slowly in summer and fall. Cover wetting and rapid drying has also been observed from higher-intensity summer precipitation events.

Lysimeter drainage values represent early construction conditions and uninterrupted monitoring over a number of additional water years is necessary to allow for cover material wetting and drying cycles that will replicate the expected long-term capacity for the cover system to limit net percolation flux.

Phoenix Tailings Storage Facility (TSF): The historic Fortitude TSF consisted of two basins separated by an east-west earthen embankment. The north basin was constructed first to contain tailings from the historic copper milling process until it was completely filled in 1970. The southern basin was constructed in 1972, to store copper tailings and gold tailings from the more recent gold mining and milling operations. Neither impoundment was constructed with an engineered liner.

A Major Modification approved by the Division on 17 January 2001, authorized the construction of a new, geosynthetic-lined TSF over the existing northern copper tailings basin to be built in two stages (Stage 1 and Stage 2). A Minor Modification (approved by the Division in October 2004) further refined the engineering designs for the TSF (to be referred to as the Phoenix TSF) and increased design capacity from 90 million to 170 million tons of tailings with five additional construction stages (Stage 3 through Stage 7). A Minor Modification approved by the Division in October 2013, increased the TSF design capacity further to 300 million tons of tailings with four additional construction stages (Stage 8 through Stage 11).

A Minor Modification approved by the Division on 28 March 2016, authorized modification to the Phoenix TSF north embankment to remove the geomembrane on the upstream slope and change the construction technique to centerline. The supernatant pool would be located toward the center of the impoundment. Additional tailings deposition spigots were installed along the north embankment, and decant return water pumping system would be located on floats within the impoundment.

In July 2017, the Division approved the submittal of annual records of construction of the Phoenix TSF by the Permittee; as of March 2018, the Phoenix TSF is approved as constructed though Stage 6.

The Phoenix TSF occupies an 834-acre footprint and has a maximum permitted design embankment height of 5,035 feet above mean sea level (amsl), measured vertically from the upper surface of the geosynthetic liner. Refer to the subheading ***Tailings Slurry Distribution*** for details regarding the discharge of tailings slurry into the TSF.

To construct the Phoenix TSF, the historic copper tailings and alluvium were stripped of vegetation, scarified, moisture conditioned, graded, and compacted for use as liner bedding for the geosynthetic liner. Because of its elastic properties, 80-mil linear LLDPE liner was initially selected for placement on the embankment basin and upstream side of the embankment in the area of the supernatant pool through the Stage 7 construction.

Following the completion of Stage 2 construction in 2006, the Permittee opted to use 80-mil HDPE liner in place of the LLDPE liner, for Stage 3 through 7 basin and upstream embankment raises due to the higher shear strength exhibited by HDPE. This change in geosynthetic liner material was approved as an EDC on 25 April 2007. To tie the new HDPE liner to the existing LLDPE liner, GCL was used to span the Stage 2-to-Stage 3 abutment and extrusion welds were used to attach the new HDPE liner and an overlying six-foot wide HDPE rub sheet to the existing LLDPE liner.

The geosynthetic layer is covered with a minimum 18-inch cover of locally borrowed alluvial silty sand and gravel to protect the synthetic liner and to provide relief for hydraulic head and promote solution collection and flow into the underdrain system. Refer to the subheading ***TSF Underdrain System*** for additional details

The TSF west, south, and east perimeter embankments were constructed with non-PAG mine waste. In the area of the supernatant pool, through the Stage 7 construction, and for the perimeter embankments, through Stage 2 construction, LLDPE liner was placed on the upstream face of the embankment, which utilized downstream construction.

Stages 3 through 7 of the perimeter embankment and outside the supernatant pool area are or will be constructed using centerline embankment construction methods. The embankment crest for Stages 1 and 2 was constructed with a 30 foot width. Because of the Permittee's concerns with moving heavy construction equipment on the embankments, the embankment crest widths for Stages 3 through 6 were increased to 100 feet and the final Stage 7 embankment crest width was increased to 50 feet. With the exception of the 5-foot lift for Stage 5, each stage is

approximately 25 feet high. Borrowed alluvium is authorized for use as embankment structural fill and upstream filter fill for all future construction provided it meets original design report technical specifications.

TSF Underdrain System: The TSF Underdrain System is comprised of 6-inch diameter perforated CPE pipe placed in a dendritic pattern on 300-foot spacing throughout the impoundment basin. Within the supernatant pool area, the collection pipe spacing is reduced to 150 feet to further minimize potential hydraulic head on the liner. Between stages of impoundment construction, each perforated collector pipe transitions to a solid pipe, which is passed through an upgradient stage separation berm and capped. The upgradient collector pipe end-cap locations are surveyed to aid future excavation prior to the next stage of impoundment expansion. The 6-inch diameter collector pipes slope at a minimum one-percent grade and connect to 12-inch diameter CPE header pipelines, placed on approximately 2,400 foot spacing in the basin or along the upgradient embankment toe.

Based on the TSF design, spigotted tailings slurry will create a supernatant pool in the southeast corner of the impoundment. In an effort to accommodate higher than anticipated flow volume from this area of the underdrain system, an 18-inch diameter header pipeline was placed beneath the supernatant pool.

All header pipes report to a perforated 18-inch diameter standard dimension ratio (SDR)-17 HDPE toe drain pipe located on the upgradient edge of the embankment beneath the supernatant pool area. The toe drain transmits collected underdrain solution by gravity beneath the toe of the embankment via three separate 18-inch diameter SDR-17 HDPE underdrain outlet pipes. Secondary containment for each underdrain outlet pipe is provided by a 24-inch diameter SDR-32.5 HDPE underdrain outlet containment pipe. The outlet pipe is placed in a trench and encased in an 8-inch thick (minimum) layer of concrete where it passes under the embankment.

The three underdrain solution outlet pipes and the decant solution outlet pipe continue with pipe-in-pipe containment outside the impoundment in a backfilled trench. All pipes report solution by gravity to the Phoenix Mine TSF Reclaim Pond. Refer to the subheading **TSF Reclaim Pond** for additional details.

Tailings Slurry Distribution: Tailing slurry is conveyed by the Tailings Slurry Pipeline (TSP). The TSP conveyed the slurry via gravity till Stage 7 of the TSF, and after will be pumped from the Phoenix Mill through a 24-inch SDR-11 HDPE pipe to the TSF. Once the slurry reaches the TSF the pipeline splits and follows the crest of the TSF. Spigots are installed on the tailings distribution line every 150 feet. The tails are deposited with 6-inch slotted HDPE lines (Division approved 5 June 2017) on the north embankment and 6-inch HDPE lines for the remainder of the TFS, to manage the supernatant pool in the center of the facility.

The original pipeline from the mill to the TSF was constructed of Tite-Liner® pipe but was replaced in two main sections with HDPE. The first section was replaced in 2007 for improve the construction of future embankment lifts. The remaining section was replaced after a failure of the TSP on 26 February 2008 resulting in the release of approximately 49,000 gal of tailings slurry. The pipeline was quickly repaired, however, further investigation revealed the presence of HDPE liner fragments within the Tite-Liner® pipe, indicating that the internal liner surface has started to shear (peel) off. If not addressed, the free fragments could potentially restrict slurry flow to a level requiring the complete shutdown of the Phoenix Mill.

Since the TSP alone does not meet the regulatory requirements of NAC445A.436 for a pipeline with secondary containment it is placed within a pipeline corridor with secondary containment provided by 80-mil HDPE lined ditch. For road crossings, the 24-inch diameter HDPE pipe is placed inside a 4-foot by 4-foot split-box concrete culvert of varying lengths, lined with 80-mil HDPE. A minimum of 12 inches of fill material covers the split-box culvert. Following completion of the permanent tailings line, the Permittee decommissioned the temporary line and removed all associated piping.

From the Phoenix Mill to the first road crossing, a distance of 178 feet, the pipeline is contained within an 80-mil textured HDPE-lined barrier rail, a pre-cast concrete structure, with a 24-inch base width, 10-inch top width and 32-inch height. Typical length of the barrier rail section is about 12 feet. The textured HDPE is attached to the barrier rail with a stainless steel batten bolted to the concrete with an anchor bolt. A layer of neoprene protects the HDPE liner.

The road crossing right-of-way utilizes a 56-feet long, HDPE lined, split-box culvert before it transitions back to the lined barrier rail system. The TSP continues for a distance of 186 feet, to a second road crossing, with a split box culvert length of 136 feet. From the second road crossing, the TSP enters a 2-foot deep earthen ditch, lined with 80-mil textured HDPE.

The ditch has a trapezoidal cross section, with a nominal base width of 5 feet, top width of 13 feet and a depth of 2 feet. The HDPE is placed on a prepared subgrade and anchored into a key trench covered with structural fill. The tailings pipeline continues in the lined ditch for a distance of approximately 620 feet before it enters a 36-inch diameter HDPE culvert, 180 feet in length. The TSP continues for a distance of approximately 170 feet before it discharges into the Phoenix TSF.

TSF Reclaim Pond: The TSF Reclaim Pond measures approximately 400 feet by 500 feet at the crest and is 16 feet deep. The pond is constructed with 3H:1V side slopes and the cumulative maximum pond volume is approximately 16,400,000 gal. The volume with a 2-foot freeboard is approximately 13,400,000 gal, which is adequate to contain the 9,000,000 gal operating volume plus the inputs from the

100-year, 24-hour storm event on the pond and ditch liners and the underdrain water reporting from the impoundment due to a 48-hour power outage.

The Reclaim Pond is constructed with 60-mil HDPE primary and secondary liners, with a layer of geonet placed between the liners that reports to a 2,000 gal sand-and-gravel filled leak collection sump. The sump is equipped with an automatic evacuation pump installed in the 10-inch diameter riser pipe. Reclaim solution is returned to the Phoenix Mill via the Reclaim Solution Return Pipeline (RSRP) which shares a common pipeline corridor with the TSP. Refer to the subheading *Tailings Slurry Distribution* for corridor design details.

The Permit contains specific limits for the areal extent and depth of the impoundment supernatant pool. The Permit also contains specific limits on the minimum distance the supernatant pool may encroach upon an impoundment embankment to be expanded by centerline construction methods. Construction of the next impoundment embankment Stage is triggered by design limits and the minimum depth of the supernatant pool at the upgradient embankment edge and the available supernatant pool freeboard.

Philadelphia Canyon, Box Canyon, Butte Canyon, and Iron Canyon Stormwater Management: Monitoring and reporting for certain existing stormwater management, monitoring, control, conveyance, and containment structures located along drainages on the northeast and east sides of the Phoenix Mine development area were incorporated into the Permit with the October 2004 Minor Modification. The purpose is to more directly monitor and evaluate the affects of the new mining activity, particularly as it relates to WRDF expansion and concurrent reclamation activities associated with the Phoenix Mine development, on water quality downgradient from historic waste rock dumps and small-scale mining operations.

Philadelphia Canyon Stormwater Management: The stormwater collection system in Philadelphia Canyon consists of storm/surface water retention structures, and associated piping, pumps, and valves. An HDPE-lined and leak-detected pond (the Copper Canyon Event Pond or CCEP) previously associated with the Philadelphia Canyon stormwater collection system was removed in 2013.

The purpose of the Philadelphia Canyon collection system is to collect and convey low quality stormwater runoff and seepage from the pre-regulatory Philadelphia Canyon Copper Dump Leach. The impacted water is captured by retention structures C-6 and C-7 and seepage collection sumps C-4 and C-5, which were originally designed and constructed to collect copper leach solution runoff from the copper leach dumps historically operated in this canyon. Additionally, a cutoff trench is constructed at the toe of the historic facility to collect and convey low-quality emergent groundwater flow and is designed to continue collection once the Phoenix Project Philadelphia Canyon WRDF is constructed over the historic copper dump leach.

The C-4 seepage collection sump is constructed with a GCL-lined cut-off trench and basin to the same design as that described below for Iron Canyon. The C-5 sump is buttressed to protect it from damage as the waste rock facility advanced over the crest.

An EDC approved by the Division on 13 September 2017 authorized the re-routing of the C4/C5 line and the installation of isolation sample ports with lined containment areas on the Box Canyon and C4/C5 lines. An additional EDC approved by the Division on 8 February 2018 authorized the bypassing of the Box Canyon Tank.

Box Canyon Waste Rock Disposal Facility Seep Mitigation: Seepage of a small quantity of low pH and poor quality water was discovered at the toe of the historic Box Canyon (BC) WRDF in early 2006, following an intense precipitation event. Flow was estimated at approximately 2 gpm. An EDC approved by the Division in September 2006, authorized the construction of a solution collection, conveyance, and storage system at the toe of the BC WRDF.

The BC WRDF seepage collection system collects and manage a small volume of low pH/low quality water discovered at the toe of the BC WRDF located at the head of the canyon. The system is comprised of a catch basin and cut-off berm constructed on the native slope and lined with a layer of minimum 60-mil HDPE liner. The lined base of the catch basin is sloped at a minimum 1 percent grade toward a slotted, 4-inch diameter, HDPE riser pipe that collects and transfers solution into a minimum 4-inch diameter HDPE conveyance pipeline with a pipe-in-pipe containment design.

Collected solution flows to the Reona Event Ponds and is quantified and analyzed in accordance with the Permit and incorporated into the Phoenix Mill circuit from the Reona Event Pond.

Iron Canyon and Butte Canyon Stormwater Management: The purpose of the Iron and Butte Canyon collection system is to collect and convey stormwater which may have been impacted by contact with the pre-regulatory and post-regulatory WRDFs located at the heads of the two canyons. The collection system for these canyons consists of collection structures, surge tanks, final storage/surge ponds, and pipe-in-pipe systems.

The Iron Canyon Collection System (ICCS) is subdivided into North Iron Canyon (NIC) and South Iron Canyon (SIC). The collected water from each is conveyed to the stainless steel Iron Canyon Surge Tank (ICST). The surge tank is equipped with an overflow pipe-in-pipe system. The system consists of buried HDPE pipe-in-pipe (8-inch diameter within 12-inch diameter) with observation ports extending from the tank to the Iron Canyon Surge Pond (ICSP).

North Iron Canyon Collection System: In North Iron Canyon, water is captured by two separate structures: Iron Canyon North (IC-N) and the “Gator Pond.” IC-N is a 60-mil HDPE-lined collection basin off the toe of the historic Northeast Extension WRDF. The captured flow is conveyed via surface pipeline to the Gator Pond and then conveyed (by gravity) through a buried pipeline with secondary containment (pipe-in-pipe) to the ICST. A YeloMine® pipeline, placed directly on the ground surface, serves as a back-up to the buried pipeline. This older version of YeloMine® pipeline utilizes “O”-rings and machined couplings in place of the welded and bolted flanges commonly used with HDPE pipe.

South Iron Canyon Collection System (SCCS): SCCS consists of a middle, south, and west reach. Temporary plywood and HDPE-lined collection structures with YeloMine® conveyance piping were once located in the middle and south reaches to collect impacted stormwater runoff and residual drain down off the toes of a historic WRDF.

The present-day SCCS WRDF is constructed over the historic WRDF, precluding the need to collect impacted stormwater runoff from the WRDF, and thus the retention of the temporary systems.

Low-quality groundwater flow observed in both the middle and south reaches resulted in the construction of a cut-off trench immediately below the confluence of the middle and south reaches (IC-CTMS) to collect flows in advance of the SCCS WRDF and beneath the SIC WRDF. The water collected in IC-CTMS is conveyed via buried pipeline with secondary containment (pipe-in-pipe) to the ICST.

The head of the west reach does not contain a WRDF. Surface flow captured by the IC-W concrete basin is discharged to the channel and later captured in the SIC. IC-W is also maintained currently as a big game guzzler.

The combined flow from South and North Iron Canyon is conveyed by gravity to the Iron Canyon Surge Pond (ICSP) via buried pipeline with secondary containment (pipe-in-pipe). The buried pipeline is fitted with observation ports to allow for inspection of the pipe.

An EDC approved by the Division in November 2006, authorized construction of upgrades to the collection systems within Iron Canyon. The upgrades were necessary to address concerns following a high-flow event in Iron Canyon and issues of future solution collection and conveyance following the advance of the WRF in the canyon.

The upgrades in Iron Canyon included a cut-off trench and collection basin constructed with GCL that collect solution flow from the Middle and South reaches of the canyon. The cut-off trench and basin are covered with a layer of drainage gravel to protect the solution collection piping. The collected solution is conveyed

through a buried 6-inch diameter HDPE pipeline, which runs inside a 10-inch diameter HDPE pipeline that provides secondary containment, to the re-lined and upgraded SCCS for quantification and sampling of the combined in-flow.

Storm events during the spring of 2009 resulted in erosion and stability issues within South Iron Canyon and in particular, the SCCS. To address these concerns, The Permittee re-routed the pipeline associated with the SCCS. Initially, piping from the Iron Canyon Collection System (ICCS) emptied into the SCCS pond and was then piped to the ICSP.

An EDC approved by the Division in July 2009 and completed in September 2009, re-plumbed the pipeline to the south of the SCCS, bypassing the structure completely, and then tie-in directly with the ICCS. The re-routed pipeline is constructed within secondary containment (pipe-in-pipe configuration), with 6-inch diameter, SDR-17 HDPE inside a 12-inch diameter, SDR-17 HDPE pipe. The pipeline is buried to allow continued access up South Iron Canyon.

The rerouting of the pipeline eliminated monitoring requirements for the SCCS and the Iron Canyon Middle and south Cut-off Trench (IC-CTMS). Water collected in the ICCS is monitored in the ICSP.

Butte Canyon Stormwater Collection System: A buried cut-off trench collects residual draindown from the toe of the historic Butte Canyon WRDF. The collected draindown is directed via pipe-in-pipe to the ICSP. The buried pipeline is fitted with observation ports to allow for inspection of the containment pipe. Surface stormwater from the Butte Canyon WRDF is directed toward a sediment pond for retention and discharge.

Iron Canyon Surge Pond: The ICSP is located at the mouth of Galena Canyon and serves as the outfall of the Butte and Iron Canyon collection systems. The pond is constructed with a single 60-mil HDPE liner. Water accumulated in the ICSP is evaporated (during summer months) or trucked to the Phoenix Mine Site and incorporated into the fluid management system. ICSP capacity (including 2 feet of freeboard) is approximately 6.4 million gallons.

If water is observed within the secondary containment pipes of the collection systems, more frequent monitoring will occur in an effort to isolate any potential leakage from the primary pipe, and repairs completed accordingly. In the event of unusual or emergency conditions, excess water collected in the ICSP is transported by truck to the Phoenix Mill for incorporation into the fluid management system.

North Fortitude Waste Rock Facility Seep Mitigation: The purpose of the North Fortitude Rock Seep collection system is to collect and convey water seeping from the toe of the North Fortitude (NF) WRDF. The NF WRDF collection system consists of a cut-off intercept trench, surge tanks, pipe-in-pipe water conveyance system, and associated piping, and valves.

Seepage of low pH and poor quality solution emanating from a portion of the southern toe of the NF WRDF was first noted in June 2005. Flow emanates from two locations along a 300-foot width of the toe and ultimately migrates to a natural drainage and into the Fortitude Pit along the north pit wall. The seepage rate averages approximately 2 gpm except during storm events when the solution volume is significantly increased by meteoric contributions reporting to the NF WRDF and the natural drainage watershed area. Solution at the seep exhibits an average pH of 3 S.U. and the Fortitude Pit Lake exhibits an average pH of 4 S.U. or less. Solution at both locations also reports Division Profile I reference value exceedances for numerous constituents.

At the direction of the Division, a work plan for the NF WRDF seep mitigation was submitted for review in mid-September 2005, and formalized as an EDC in mid-November 2005, following construction of a collection system. Concern was expressed about several differences between the work plan design and the submitted, "as-constructed", EDC designs. Most important were burial of a single-wall pipeline to convey solution and inadequate thickness of protective cover for the pipeline at vehicle crossings. Design issues were resolved with a supplemental proposal received in May 2006, and approved by the Division in June 2006.

The approved EDC design includes construction of a cut-off trench along the toe of the NF WRDF adjacent to the seeps. The trench is constructed with GCL and a 6-inch diameter perforated HDPE pipe serves to collect solution reporting to the cut-off trench. Collected solution flows by gravity from the cut-off trench to a 6-inch diameter solid HDPE conveyance pipeline. A 10-inch diameter solid HDPE pipeline provides secondary containment for the conveyance pipeline.

The conveyance pipeline, approximately 1,350 feet long, is located in an open ditch and conveys solution to a pair of 12,000-gal polyethylene storage tanks. Total solution collected is quantified and analyzed in accordance with the Permit. In addition, the Permit requires the tanks be evacuated when a maximum 70 percent of capacity (approximately 17,000 gal) is attained. Solution is conveyed by tanker truck for addition to the Phoenix Mill solution inventory.

The proposed expansion of the Fortitude/Phoenix Pit will consume the portion of the NF WRDF where the seeps are located. The pit design and final reclamation of the remaining NF WRDF should eliminate the potential for future seepage in this area.

A Division-approved proposal in September 2016, moved the NF Seep Collection Tank to the northwest near Well PPW-1. The move connected the NF Seep Collection Tank to the contact water line by a buried dual walled pipe (4-inch by 8-inch). The Tank is equipped with a telemetry system to inform personnel when the tanks are at 80% capacity.

Fortitude Pit Dewatering System: When a pit lake was expressed in the Fortitude Pit, four pit dewatering wells (PPW-1 through PPW-4) would pump water via single-walled HDPE pipeline to either the Dewatering Water Storage Pond (DWSP) or the Dust Suppression Water Storage Pond (DSSP). The DSSP was removed in 2011 since no water is in Fortitude Pit. Refer to the subheading **Dewatering Water Storage Pond (DWSP)** for design details.

Dewatering Water Storage Pond (DWSP): The double-lined and leak detected DWSP measures approximately 200 feet by 140 feet in plan dimension and is a maximum 17 feet deep with 3H:1V side slopes. The pond is capable of containing draindown from the conveyance pipeline and the 100-year, 24-hour storm event with an operating capacity of approximately 1 million gallons and a 1.5-foot freeboard below the emergency overflow spillway. The spillway, single-lined with 80-mil textured HDPE, is located at the northwest corner of the pond, has a 15-foot wide base, and can accommodate maximum flow of approximately 23,000 gpm with 1 foot of freeboard. The spillway flow will report to the existing stormwater pond.

The DWSP liner system consists of a 6-inch prepared subgrade (92 percent maximum dry density per ASTM Method D1557), a 60-mil smooth HDPE secondary liner, a layer of geonet for leakage transmission, and an 80-mil textured HDPE primary liner. The geonet reports to a drain rock-filled sump constructed between the secondary and primary liners. Residence time for treated water stored in DWSP is limited to 20 days. The potential for any treated water to approach this limit is unlikely, since the treated water is consumed within days following its discharge to the pond.

The dewatering water conveyance pipeline discharges to the pond via a 50-foot wide HDPE apron constructed into the liner system on the west sideslope of the pond. The secondary containment pipeline terminates at the inlet edge of the apron to allow quantification of any pipeline leakage. Dewatering water discharges onto the apron and into the pond through an approximately 45-foot long section of the primary conveyance pipeline that has been drilled with 2-inch diameter holes located on 6-inch centers along the pipeline spring line. The discharge pipeline can convey solution at up to 1,200 gpm.

Dewatering water is conveyed to the Phoenix Mill for use as make-up water through a 10-inch diameter stainless steel intake riser. The riser is located in the eastern half of the pond and penetrates the LCRS sump through an 11-foot long, by 4-foot wide, by 4-foot thick concrete ballast block constructed within the sump. The primary liner of the pond is attached to the ballast block with an extrusion weld to a circular HDPE imbed in the concrete. A pipe boot fabricated around the riser is extrusion welded onto the top of the primary liner. The riser pipe exits the sump thorough a flanged connection cast into the concrete ballast to convey fluid by gravity to the Phoenix Mill. Both the 10-inch diameter SDR 17 HDPE primary

pipeline and the 14-inch diameter SDR 17 HDPE secondary pipeline are connected to the flange within the concrete ballast and booted to the sump secondary liner.

The pond outlet pipeline can convey fluid to the Phoenix Mill at up to 2,000 gpm. The conveyance pipeline and secondary containment run both above and below ground for approximately 1,750 feet to the Phoenix Mill with a vertical drop of about 150 feet. The dewatering water reports to the existing Treated Reclaim Water Tank (270-TK-091), which has a capacity of approximately 75,000 gallons and provides make-up water storage for the mill. Any fluid within the conveyance pipeline secondary containment reports to the mill secondary containment system via a 4-inch diameter discharge pipe.

Petroleum-Contaminated Soil (PCS) Management Plan. A PCS Management Plan was approved by the Division as an EDC in August 2013, authorizing on-site disposal of non-hazardous PCS at a specified location on the Natomas Waste Rock Facility (WRF). Prior to management under the plan, hazardous waste determinations must be performed to demonstrate that the PCS is not hazardous waste. Hazardous waste must be managed and disposed off-site in accordance with applicable regulations. On-site disposal of PCS is also contingent on the results of periodic screening analyses, which must show that the PCS does not exceed screening levels established via risk assessment for various organic constituents. Otherwise, the PCS must be properly disposed off-site.

PCS may be stored on the approved PCS temporary holding pads while screening analyses are performed, or it may be provisionally placed at the approved disposal location on the Natomas WRF, provided that it will be removed and properly disposed elsewhere in accordance with approved contingency plans if it exceeds screening levels during subsequent screening analyses. Various time limits and other stipulations in the plan and permit apply to temporary storage, provisional placement, and contingency plans.

C. Receiving Water Characteristics

Surface Water: No surface water enters or exits the Phoenix Project site except during storm events and spring runoff.

Ground Water: Groundwater flows in the Phoenix Project area occur within bedrock units along high-angle and low-angle fracture sets and, to a lesser degree, along bedding planes. The structural fabric of the Phoenix Project area is dominated by high-angle normal faults, low-angle thrust faults and broad, open folds. Large-scale structural elements include the Copper Canyon, Virgin, and Plumas high-angle faults and the Golconda and DeWitt low-angle thrust faults.

Faults and other structural features in the Phoenix Project area can influence groundwater flow as hydraulic conduits or barriers. In general, faults in the Project area tend to impede groundwater flow across their strike, but transmit flow along

the strike; structural compartmentalization in the Project area influences groundwater flow direction and gradient.

The direction and gradient of groundwater flow in the bedrock portion of the Project area is controlled by these structural elements and by topography. Groundwater recharge at higher elevations in the Battle Mountain Range results in flow toward the range front and alluvial fans. Groundwater flow is generally toward the south in the Copper Canyon drainage, with relatively shallow gradients of flow to the southeast and southwest in alluvial deposits downgradient of Copper Canyon. Groundwater flow is to the east along the eastern margin of the Phoenix Project area with relatively steep gradients across north-south oriented structural zones.

Groundwater flow in alluvial deposits also occurs in the major drainages, and within alluvial fan deposits along the southern and eastern flanks of the Battle Mountain Range. The depth to ground water beneath the proposed project facilities varies from less than 100 feet below ground surface (bgs) to 1,000 feet bgs. In the vicinity of the heap leach facility, the depth varies from about 50 feet to 150 feet bgs. In the area of the tailings impoundment, the depth varies from about 60 feet to 250 feet bgs.

Groundwater quality data from past monitoring indicates water of generally good quality with the Division Profile I reference values being met. However, water quality from monitoring and pumping wells located downgradient of the historic copper-gold tailings impoundment typically shows elevated levels of chloride, magnesium, manganese, sulfate, and total dissolved solids. The elevated constituent levels are due to seepage from the historic and inactive portion of the tailings impoundment, which is associated primarily with the distribution of tails from historic copper and gold processing and occurred prior to the Phoenix Mine development and construction of the lined Phoenix TSF.

A system of pumping the impacted groundwater ("chloride plume") to the surface of the tailings impoundment was in operation for years, but ceased in late 2003, when alluvial cover material was placed on the southern gold tailings portion of the historic impoundment to control fugitive dust and to support vegetative cover. In addition, Phoenix Mine operating plans call for all pumpback wells to convey fluid to process at either the Phoenix Mill or the Reona Heap Leach Pad.

D. Procedures for Public Comment

The Notice of the Division's intent to issue a renewal permit authorizing the facility to construct, operate and close, subject to the conditions within the permit, is being sent to the **Battle Mountain Bugle** for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments

received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

E. Proposed Determination

The Division has made the tentative determination to issue the Permit modification.

F. Proposed Limitations, Schedule of Compliance, Monitoring, Special Conditions

See Section I of the Permit.

G. Rationale for Permit Requirements

The facility is located in an area where annual evaporation is greater than annual precipitation. Therefore, the facility fluid management system must operate under a standard of performance which authorizes no discharge(s) except for those accumulations resulting from a storm event beyond that required by design for containment.

The primary method for identification of escaping process solution will be placed on required routine monitoring of leak detection systems as well as routinely sampling downgradient monitoring wells. Specific monitoring requirements can be found in the Permit.

The facility fluid management system has been designed to remain fully functional and fully contain all process fluids including all accumulations resulting from a 24-hour storm event with a 25-year recurrence interval pursuant to NAC 445A.433. Groundwater quality beneath the site has been historically monitored and additional water quality monitoring will be sited as may be necessary, in accordance with the Permit and routine operational review as the Phoenix Mine is developed.

H. Federal Migratory Bird Treaty Act

Under the Federal Migratory Bird Treaty Act, 16 U.S. Code 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 Code of Federal Regulations 10, 15 April 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service is authorized to enforce the prevention of migratory bird mortalities at ponds and tailings impoundments. Compliance with State permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (e.g., by covering with netting), and 2) chemical detoxification. These approaches may be facilitated by minimizing the extent of the toxic water. Methods which attempt to make uncovered ponds unattractive to wildlife are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: Rob Kuczynski

Date: 31 March 2016

Revision 00: 2016 Renewal, effective 15 April 2016,

Prepared by: Natasha Zittel

Date: 17 April 2018

Revision 01: EDC Reverse Osmosis Water Treatment Circuit, 9 May 2017, Greater Phoenix Major Modification



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April 30, 2018

CERTIFIED MAIL: 7015 0640 0005 8579 4298
RETURN RECEIPT REQUESTED

County Commissioners
Lander County, Nevada
315 South Humboldt Street
Battle Mountain, NV 989820

**Re: Application for Pine Valley Infiltration Water Pollution Control Permit
Barrick Cortez Inc.**

To the Board:

Barrick Cortez Inc. (Cortez) is submitting an application for a Water Pollution Control Permit for the Pine Valley Infiltration Project to the Nevada Division of Environmental Protection – Bureau of Mining Regulation and Reclamation (NDEP-BMRR). The Water Pollution Control Permit application is required by the NDEP-BMRR in order for Cortez to continue with mining activities associated with the Cortez Hills Project.

Notice of this application is provided to you, the Lander County, Nevada County commissioners, as required by the Nevada Administrative code 445A.394.

If you have any questions or comments, please contact Chris Natoli at 775-468-4366.

Respectfully,

Curtis J. Cadwell
Vice President, Barrick Cortez Inc.

CJC/AMK: mc

Ec: Natasha Zittel, NDEP-BMRR
Amanda Steensen, BCI
Chris Natoli, BCI
Mark Miller, BCI