

BID PROPOSAL

Labor Commission Project Identifying Number: CL-2016-204

DATE: July 20, 2016

TO: City of Mesquite

FROM: Staker & Parson Companies

Dear Sir:

Having carefully examined the plans and specifications entitled "**2016 Mesquite Phase I Street Reconstruction Project**" dated "**May 23, 2016**" prepared by the City of Mesquite Public Works and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Bid Amount: \$ 609,083.²⁰

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 10 calendar days from the notification to proceed and that all work will be completed within **forty five (45)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 3.b of the Contract.

Respectfully Submitted,



Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
#1	June 21, 2016
_____	_____
_____	_____

Nevada Contractor's License No.: 0054829
Classification: A - GENERAL ENGINEERING
Limit: Unlimited
Performance & Payment Bond Rating: A+

By: Brian J. Stodick
Title: Estimating Manager
Legal Address: 851 N. Red Rock Rd.
St. George, UT 84770



Date: June 21, 2016

The City of Mesquite herewith issues this addendum to the above-referenced project. Except as modified herein, all other terms and conditions shall remain in effect.

Contract Documents

Reference: ADVERTISEMENT FOR BID, PAGE 3:

Delete: First sentence of second paragraph.

Insert: "Bids will be received at the office of the City Clerk; 10E. Mesquite Boulevard, Mesquite NV 89027 until 10:00 a.m. local time on July 20, 2016 and will be publicly opened and read aloud at that time."

Reference: INFORMATION FOR BIDDER, PAGE 4:

Delete entire first paragraph.

Insert: "Bids will be received at the office of the City Clerk; 10E. Mesquite Boulevard, Mesquite NV 89027 until 10:00 a.m. local time on July 20, 2016 and will be publicly opened and read aloud at that time."

Receipt of this addendum must be acknowledged when you submit your bid. Your bid will be declared non-responsive if you do not acknowledge this addendum.

Sincerely,

A handwritten signature in black ink that reads "Travis H. Anderson".

Travis H. Anderson, P.E.
City of Mesquite Engineer

BID SCHEDULES

"BID SCHEDULE 1"

Los Altos Cir., Casa Grande Cir., East Sierra Vista Cir., West Sierra Vista Cir., Palos Verdes Cir., Las Palmas Cir. and Rancho Cir.

NOTE TO BIDDERS:

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization and Demobilization	1	Lump Sum 4250.00	4250.00
2	Material Testing	1	Lump Sum 4200.00	4200.00
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	144,680	sf 0.18	26042.40
4	Raise/Lower existing H2O valves to grade with concrete collar	15	ea 630.00	9450.00
5	Raise/Lower existing manholes to grade with concrete collar	10	ea 900.00	9000.00
6	Pavement Striping, Pavement Markings, Fire Hydrant Markers and Signs	1	Lump Sum 1650.00	1650.00
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum 2625.00	2625.00
8	Furnish and Install 2" Bituminous Plant mix Pavement (AC-30) with Fog Seal	144,680	sf 0.96	138892.80
Bid Schedule 1 Total				196110.20

BID SCHEDULES

"BID SCHEDULE 2"

Mesa Boulevard

NOTE TO BIDDERS:

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

1	Mobilization and Demobilization	1	Lump Sum	7500.00	7,500.00
2	Material Testing	1	Lump Sum	7000.00	7,000.00
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	221,000	sf	0.20	44,200.00
4	Raise/Lower existing H2O valves to grade with concrete collar	29	ea	630.00	18,270.00
5	Raise/Lower existing manholes to grade with concrete collar	15	ea	900.00	13,500.00
6	Pavement Striping, Pavement markings, Fire Hydrant markers and Signs	1	Lump Sum	11,900.00	11,900.00
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum	4,725.00	4,725.00
9	Furnish and install 3" Bituminous Plantmix Pavement (PG76-22) with Fog Seal	74,400	sf	1.53	113,832.00
10	Furnish and install 3" Bituminous Plantmix Pavement (AC-30) with Fog Seal	146,600	sf	1.31	192,046.00
Bid Schedule 2 Total					412,973.00

TOTAL BID (Bid Schedule 1 + Bid Schedule 2) = \$ 609,083.20

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Staker and Parson Companies

as Principal, and **Fidelity and Deposit Company of Maryland**

as Surety, are hereby held and firmly bound unto **City of Mesquite**

as OWNER in the penal sum of **Five Percent (5%) of Amount Bid**

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of July, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to
City of Mesquite

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the **2016 Mesquite Phase 1 Street Reconstruction Project, Proj: CL-2016-204**

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 here (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 as 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.

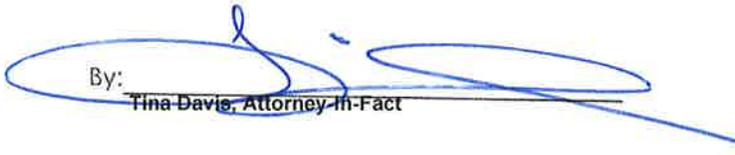
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Staker and Parson Companies

 (L.S.)
Principal

Fidelity and Deposit Company of Maryland

Surety

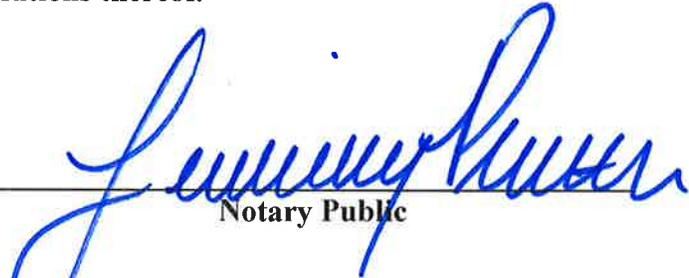
By: 
Tina Davis, Attorney-in-Fact

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.

SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On this 20TH day of JULY, 2016, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tina DAVIS, Lisa HALL, Lindsey PLATTNER and Linda NIPPER, all of Salt Lake City, Utah, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

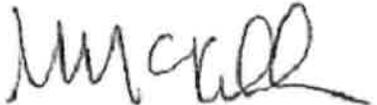
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of May, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



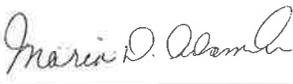
By: 
Secretary
Michael McKibben


Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 24th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20TH day of JULY, 20 16.



Gerald F. Haley

Gerald F. Haley, Vice President



Tina Davis, AFSB, CIC
Vice President

Marsh USA Risk & Insurance Services
15 West South Temple, Suite 700
Salt Lake City UT 84101
801 533 3624 Fax: 801 533 3610
Tina.Davis@marsh.com

JUNE 2, 2014

CITY OF MESQUITE

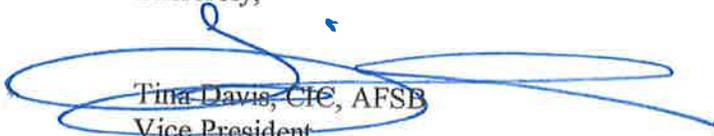
SUBJECT: FIDELITY AND DEPOSIT COMPANY OF MARYLAND AM BEST RATING

To Whom It May Concern:

Please be advised that the AM Best Rating for FIDELITY AND DEPOSIT COMPANY OF MARYLAND is A+ (Excellent) with a financial size category of gXV (\$2 billion +)

If you need any further information, please feel free to contact us.

Sincerely,


Tina Davis, CIC, AFSB
Vice President

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 5%

"2016 Phase I Street Reconstruction Project"

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:

If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public 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, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

- If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.
- The bidder shall provide descriptions of the portion of work or improvement which each subcontractor and material supplier named in the bid will complete.
- The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	Staker and Parson Companies P.O. Box 3429, Ogden UT 84409 Lic 0054829 CL. A	Asphalt
2	Coughlin Company, 809 E. Commerce Dr. St. George UT 84790 Lic. 0028544 Class A	Milling
3	Legacy Construction and Development P.O. Box 2637 Mesquite NV. 89024 Lic 0043329 Class A	Raising and Lowering Manholes and Water valves
4		
5		
6		
7		
8		
9		
10		

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 1%

"2016 Phase I Street Reconstruction Project"

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:

If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public 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, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

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	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	Stake and Pason Companies P.O. Box 3429 Ocala UT 84409 Lic 0054829 class A	Asphalt
2	Coughlin Company, 809 E. Commerce Dr. St. George, UT 84790 Lic. 0028544 Class A	Milling
3	Legacy Construction and Development Lic 0049329 P.O. Box 2637 Mesquite NV 89024 Class A	Raising and lowering manholes and water valves.
4	MMT L, LC 752 W. Pioneer Blvd Mesquite NV. 89027 Greg Bullock Lic. 010675 CE	Professional Services - Testing
5	Straight Stripe 1812 West Sunset Blvd # 1-525 St. George UT. 84770 Lic 0071191 Cl. A-8	Striping, Thermoplastic
6	Utah Barricade Company 3128 E. Desert Dr St. George UT 84790 Lic. NV20111206438	Traffic Control
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