



Q&D CONSTRUCTION

est. 1964

**CONSENT OF MANAGER
OF Q&D CONSTRUCTION LLC**

The undersigned, Christopher A. Dianda ("Manager"), in his capacity as the sole Manager of Q&D Construction LLC, a Nevada limited liability company (the "Company"), hereby consents to the following resolutions and actions of the Company:

WHEREAS, Section 5.7 of the Company's Operating Agreement, dated January 31, 2018, provides the Manager may authorize by written action any person to enter into and perform any agreement on behalf of the Company other than an agreement which purports to:

- (a) Merge, consolidate or reorganize the Company, or recapitalize or reclassify the Units, or exchange more than fifty percent (50%) of the issued and outstanding Units of the Company with a Person;
- (b) Convey, sell, assign, lease, or otherwise dispose or Transfer, in one transaction or a series of transactions, all or any substantial part of the Company Property; or
- (c) Authorize or issue any additional Units, or additional classes or series of Units or securities convertible into or exchangeable for, or having option rights to purchase (collectively, "Restricted Agreements").


WHEREAS, the Manager believes it is in the best interests of the Company to authorize certain persons to execute certain agreements on behalf of the Company.

NOW THEREFORE, It is hereby:

RESOLVED, that the Manager hereby authorizes Lance Semenko, Duane Boreham, Toby Basta, Jeff Bean, and Kevin Linderman to execute RFP's, RFQ's, Bid Proposal Forms, Bid Bonds, Preconstruction Contracts, Owner Agreements, Performance and Payment Bonds and any subsequent documents and agreements, other than Restricted Agreements, on behalf of the Company.

IN WITNESS WHEREOF, the undersigned Manager adopts, ratifies, and approves the forgoing Resolution as an action of the Company.

Dated and Effective this 1st day of February, 2018.



Christopher A. Dianda, Manager

SERVICE. INTEGRITY. QUALITY.

P.O. Box 10865, Reno, Nevada 89510 | Main Office: 775.786.2677 | Fax: 775.786.5136
www.qdconstruction.com | NCL: 8197 A & B



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

Q&D CONSTRUCTION LLC

License Number 427988

to engage in the business or act in the capacity of a contractor in the following classifications:

- A - GENERAL ENGINEERING CONTRACTOR
- B - GENERAL BUILDING CONTRACTOR
- C-8 - CONCRETE

Witness my hand and seal this day

November 29, 2018

Issued September 10, 1982

Reissued September 11, 2018

Marfo Richardson, Board Chair

David R. Foyt, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or annulled for any reason. It becomes void if not renewed.

ADDENDUM NO. 1

September 4, 2019

Engineer:
Fair West Engineering
5510 Longley Lane
Reno, NV 89511

Owner:
City of Loyalton
605 School St.
PO Box 128
Loyalton, CA 96118

Beckwith Road Pavement Repair

To: All Holders of the Bidding Documents, Specifications, and Drawings.

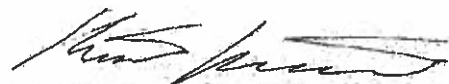
The Contract Documents for the above-referenced Project are modified as set forth in this Addendum. The original Contract Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Contract Documents. Bidder shall take this Addendum into consideration when preparing and submitting a bid, and shall acknowledge receipt of this Addendum in Article 3 of the Bid Form. Failure to do so may subject the Bidder to disqualification.


Bid Submittal Deadline: The Bid submittal deadline remains the same and is not changed by this Addendum.

This addendum consists of:

3 Pages of text (including this cover sheet)

Prepared by:


Keith Karpstein, P.E.


JEFF BEAN - VICE PRESIDENT - HEAVY/CIVIL

REVISIONS TO CONTRACT DOCUMENTS

BIDDING DOCUMENTS

1. Section 00100 – Advertisement for Bids

- a. Paragraph 6, DELETE Zip Code (86118) in its entirety and REPLACE with the following:
“96118”

2. Section 00430 – Bid Bond

- a. DELETE page 1 of 2 in its entirety and REPLACE with the attached page 1 of 2.

END OF ADDENDUM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date: September 6, 2019

Description: Beckwith Road Pavement Repair Project - The Project consists of the rehabilitation of the existing pavement on Beckwith Road and the adjacent alley where trench subsidence from the sewer replacement project has taken place. The work on Beckwith Road will include approximately 1,860 square feet of subgrade repair in existing trenching areas and 5,185 square feet of pavement resurfacing. The work on the alley will include approximately 1,085 square feet of subgrade repair in existing trench areas and 1,060 square feet of pavement reconstruction. The existing curb at the access to the alley will be removed and replaced allow for proper drainage conveyance. Two manholes within the pavement rehabilitation area will be adjusted to final asphalt grade.

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

CONTRACT DOCUMENTS

CITY OF LOYALTON BECKWITH ROAD PAVEMENT REPAIR

Loyalton, California

July 2019



OWNER:

City of Loyalton
605 School Street
P.O. Box 128
Loyalton, CA 96118
(530) 993-6750

ENGINEER:

FARR WEST

ENGINEERING
Farr West Engineering
5510 Longley Lane
Reno, Nevada 89511
(775) 851-4788
(775) 851-0766 FAX

SECTION 00007

SEALS PAGE

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.

Prepared by Keith Karpstein, P.E.

(All Divisions)

SECTION 00010
TABLE OF CONTENTS

DIVISION 0 – LEGAL DOCUMENTS

- 00007 – SEALS PAGE
- 00010 – TABLE OF CONTENTS
- 00100 – ADVERTISEMENT FOR BIDS
- 00200 – INSTRUCTIONS TO BIDDERS
- 00410 – BID FORM FOR CONSTRUCTION CONTRACTS
- 00430 – BID BOND
- 00440 – LIST OF SUBCONTRACTORS
- 00451 – QUALIFICATIONS STATEMENT
- 00453 – NON-COLLUSION DECLARATION
- 00470 – CONTRACTOR’S CERTIFICATION REGARDING WORKER’S COMPENSATION
INSURANCE
- 00510 – NOTICE OF AWARD
- 00520 – AGREEMENT
- 00550 – NOTICE TO PROCEED
- 00610 – PERFORMANCE BOND
- 00615 – PAYMENT BOND
- 00620 – CONTRACTOR’S APPLICATION FOR PAYMENT
- 00625 – CERTIFICATE OF SUBSTANTIAL COMPLETION
- 00700 – GENERAL CONDITIONS
- 00800 – SUPPLEMENTARY CONDITIONS
- 00880 – WAGE RATE REQUIREMENTS
- 00940 – WORK CHANGE DIRECTIVE
- 00941 – CHANGE ORDER FORM

DIVISION 1 – GENERAL REQUIREMENTS

- 01110 – SUMMARY OF WORK
- 01200 – PRICE AND PAYMENT PROCEDURES
- 01312 – PROJECT MEETINGS
- 01330 – SUBMITTAL PROCEDURES
- 01450 – QUALITY CONTROL
- 01458 – TESTING LABORATORY SERVICES
- 01520 – TEMPORARY FACILITIES
- 01550 – VEHICULAR ACCESS AND PARKING
- 01570 – TEMPORARY CONTROLS
- 01590 – PROTECTION OF EXISTING PROPERTY AND FACILITIES
- 01600 – PRODUCT REQUIREMENTS
- 01720 – FIELD SURVEYING

01770 – CLOSEOUT PROCEDURES
01780 – RECORD DRAWINGS
01785 – GUARANTEES
01999 – PROJECT FORMS

DIVISION 2 – SITE CONSTRUCTION

02300 – EARTHWORK
02740 – FLEXIBLE PAVEMENT

DIVISION 3 – CONCRETE

03100 – CONCRETE FORMS AND ACCESSORIES
03300 – CAST-IN-PLACE CONCRETE

**SECTION 00100
ADVERTISEMENT FOR BIDS**

**CITY OF LOYALTON
Loyalton, CA
Beckwith Road Pavement Repair**

Sealed Bids for the construction of the Beckwith Road Pavement Repair Project will be received, by the City of Loyalton, at the office of **Farr West Engineering, 5510 Longley Lane, Reno, NV 89511** until **2:00 pm** local time on **September 6, 2019** at which time the Bids received will be publicly opened and read. **Work is anticipated to begin the fourth week in September and must be completed and invoiced no later than October 21, 2019.**

The Project consists of the rehabilitation of the existing pavement on Beckwith Road and the adjacent alley where trench subsidence from the sewer replacement project has taken place. The work on Beckwith Road will include approximately 1,860 square feet of subgrade repair in existing trenching areas and 5,185 square feet of pavement resurfacing. The work on the alley will include approximately 1,085 square feet of subgrade repair in existing trench areas and 1,060 square feet of pavement reconstruction. The existing curb at the access to the alley will be removed and replaced to allow for proper drainage conveyance. Two manholes within the pavement rehabilitation area will be adjusted to final asphalt grade.

The Contractor will have **28 calendar days** to complete the Work in compliance with all applicable laws and regulations.

The Engineer's Opinion of Probable Construction Costs for this project is **\$120,000**.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **Farr West Engineering, 5510 Longley Lane, Reno, Nevada 89511, 775-851-4788**. Prospective Bidders may examine the Bidding Documents at the Owner's office, **605 School Street, Loyalton, CA 86118**, on Mondays through Fridays between the hours of **9:00 a.m. and 3:00 p.m.** and may obtain copies of the Bidding Documents from the Issuing Office as described below. Questions regarding the Bidding Documents shall be directed to **Alexa Kinsinger** at akinsinger@farrwestengineering.com and shall be received **no later than Friday August 30, 2019 by 4:00 pm**.

Bidding Documents may be viewed and ordered online by registering with the Issuing Office at <http://www.farrwestengineering.com/bid-room/>. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as portable document format (PDF) files. The cost of printed Bidding Documents from the Issuing Office will depend on the number and size of the Drawings and Project Manual, applicable taxes, and shipping method selected by the prospective Bidder. Cost of Bidding Documents and shipping is non-refundable. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

A 10% bid security shall be furnished in accordance with the Instructions to Bidders.

Bidders shall submit proof of qualifications to perform the Work as described in the Instruction to Bidders. The successful Bidder shall furnish a payment bond in accordance with the Instructions to Bidders.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class A California Contractor's license.

Bids will be evaluated by: The lowest price on the base bid, without consideration of any alternates.

This proposal to the Owner is irrevocable for a period of sixty (60) days after the date of the bid opening. The right is reserved by the Owner to reject any and all bids, waive irregularities, informalities, or non-conformities; or to accept the bids deemed in their best interest, such as the lowest, responsible, responsive bid. The right to add or delete items, or change quantities shown on the bid forms is further reserved by the Owner. Omission or improper completion of any or all of the proper bidding documents may be considered as a reason for rejection of the Bid.

Owner: City of Loyalton

By: Sarah Jackson

Title: Mayor

Date: August 20, 2019

END OF SECTION

SECTION 00200
INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS	Page
ARTICLE 1 – Defined Terms.....	1
ARTICLE 2 – Copies of Bidding Documents.....	1
ARTICLE 3 – Qualifications of Bidders.....	1
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	1
ARTICLE 5 – Bidder’s Representations.....	3
ARTICLE 6 – Pre-Bid Conference.....	4
ARTICLE 7 – Interpretations and Addenda.....	4
ARTICLE 8 – Bid Security.....	4
ARTICLE 9 – Contract Times.....	5
ARTICLE 10 – Liquidated Damages.....	5
ARTICLE 11 – Substitute and “Or-Equal” Items.....	5
ARTICLE 12 – Subcontractors, Suppliers, and Others.....	5
ARTICLE 13 – Preparation of Bid.....	6
ARTICLE 14 – Basis of Bid.....	7
ARTICLE 15 – Submittal of Bid.....	7
ARTICLE 16 – Modification and Withdrawal of Bid.....	8
ARTICLE 17 – Opening of Bids.....	8
ARTICLE 18 – Bids to Remain Subject to Acceptance.....	8
ARTICLE 19 – Evaluation of Bids and Award of Contract.....	8
ARTICLE 20 – Bonds and Insurance.....	9
ARTICLE 21 – Signing of Agreement.....	9
ARTICLE 22 – Sales and Use Taxes (Not Used).....	9
ARTICLE 23 – Contracts to be assigned (Not Used).....	9
ARTICLE 24 – Worker’s Compensation Requirements.....	9
ARTICLE 25 – Wage Rate Requirements.....	10
ARTICLE 26 – Subcontractor Listing Law.....	11
ARTICLE 27 – Registration with Department of Industrial Relations.....	11

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued electronically.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete and unaltered sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the county and state where the Project is located.
 - B. Bidder's state or other contractor license number, if applicable.
 - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
 - D. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the

Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **10%** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 60 days after the Bid Award, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed “or-equal.” Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 [Deleted]
- 12.02 [Deleted]
- 12.03 If required by the bid documents, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner additional lists of the Subcontractors or Suppliers proposed for the major portions of the Work, trades on the job, and specific areas or expertise required.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.06 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.
- 12.07 Per the directions provided in Section 00440 – List of Subcontractors, the Contractor shall submit with the Bid Submittal a list of all Subcontractors and necessary information to conform with Public Contract Code 4104.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and official address.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.07 All names shall be printed in ink below the signatures.

- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Base Bid with Alternates

- A. Bidders shall submit a Bid on a unit price basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

- A. For cash allowances, the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

14.04 [Deleted]

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one electronic copy of the Bid Form and the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and

other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Owner and location as indicated in the Advertisement for Bids.

- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES (NOT USED)

ARTICLE 23 – CONTRACTS TO BE ASSIGNED (NOT USED)

ARTICLE 24 – WORKER'S COMPENSATION REQUIREMENTS

- 24.01 As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of workers' compensation to its employees.
- 24.02 In accordance with Section 1861 of the California Labor Code, the contractor shall furnish the owner with a statement as follows: "I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE 25 – WAGE RATE REQUIREMENTS

- 25.01 The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State Prevailing wages.
- 25.02 Prevailing Wages: Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.
- 25.03 Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 1775 (a) through (c) of the California Labor Code, the contractor shall, as a penalty to the State of political subdivision on whose behalf a contract is made or awarded, forfeit not more than two hundred dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision 1775 (b), by any subcontractor under the contractor.
- 25.04 Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.
- 25.05 Apprenticeship Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, contractors and subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.
- 25.06 Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the owner.

ARTICLE 26 – SUBCONTRACTOR LISTING LAW

- 26.01 In accordance with Section 4104 of the California Public Contract Code, each bidder, in his or her bid, shall set forth the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid.
- 26.02 In accordance with Section 4107 of the California Public Contract Code, no contractor whose bid is accepted shall without consent of the owner either: (a) substitute a person as a subcontractor in place of the subcontractor listed in the original bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid; or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.
- 26.03 Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code. A prime contractor violating this law violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days of notice of the time and place thereof.

ARTICLE 27 – REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS

- 27.01 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1711.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

END OF SECTION

SECTION 00410
BID FORM FOR CONSTRUCTION CONTRACTS

Beckwith Road Pavement Repair

TABLE OF CONTENTS

ARTICLE 1 – Bid Recipient.....	1
ARTICLE 2 – Bidder’s Acknowledgements.....	1
ARTICLE 3 – Bidder’s Representations.....	2
ARTICLE 4 – Bidder’s Certification.....	3
ARTICLE 5 – Basis of Bid.....	4
ARTICLE 6 – Time of Completion.....	5
ARTICLE 7 – Attachments to This Bid.....	5
ARTICLE 8 – Defined Terms.....	6
ARTICLE 9 – Bid Submittal.....	7

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to Engineer address as identified in Section 00100 – Advertisement for Bids.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9/4/19</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1.	Mobilization/Demobilization (NTE 5%)	1	LS	5,000.00	5,000.00
2.	Traffic Control	1	LS	13,500.00	13,500.00
3.	Erosion Control	1	LS	5,000.00	5,000.00
4.	3" AC Pavement	694	SY	40.00	27,760.00
5.	Remove and Replace Concrete Curb and Gutter	56	LF	170.00	9,520.00
6.	Over Excavation and Backfill	245	CY	50.00	12,250.00
7.	8" Aggregate Base Course	123	SY	60.00	7,380.00
8.	PCC Concrete Apron	217	SF	75.00	16,275.00
9.	Adjust Existing Sanitary Sewer Manholes	2	EA	2,000.00	4,000.00
10.	Traffic Sign Installation	2	EA	1,000.00	2,000.00
11.	Additional Over Excavation and Backfill (Contingency Item)	122	CY	60.00	7,320.00

TOTAL BASE BID (Items 1-11) PRICE - \$ 110,005.00 (without alternates)

\$ ONE HUNDRED TEN THOUSAND FIVE DOLLARS ZERO CENTS

In Words

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.

EICDC® C-410, Bid Form for Construction Contracts.

The requirements of the State of California Department of Industrial Relations shall apply to this project. The BIDDER is responsible for compliance.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to Liquidated Damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC C-430);
 - B. List of Subcontractors required by PCC (Section 00440);
 - C. Required Bidder Qualifications Statement with supporting data (EJCDC C-451);
 - D. Non-collusion Declaration (Section 00453);
 - E. Workers' Compensation Statement (Section 00470);
 - F. Evidence of authority to do business in the State of California;
 - G. Contractor's License No.: 8197 A+B ^(NEVADA) (may be combined with another attachment);
477986 ^(CALIFORNIA)

ARTICLE 8 – DEFINED TERMS

- 8.01 NOT USED

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

QID CONSTRUCTION LLC

By:

[Signature]

[Signature]

[Printed name]

JEFF BEAN - VICE PRESIDENT - HEAVY/CIVIL

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Signature]

[Printed name]

Dani Winfield

Title:

Project Administrator

Submittal Date:

FRIDAY, SEPTEMBER 6, 2019

Address for giving notices:

QID CONSTRUCTION LLC

1050 S. 21st STREET

SPARKY, NV 89431

Telephone Number:

(775) 784-2677

Fax Number:

(775) 784-5134

Contact Name and e-mail address:

JEFF BEAN

jbean@qidconstruction.com

Bidder's License No.:

427988 (CALIFORNIA CONTRACTORS LICENSE)

(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Q&D Construction LLC, 1050 South 21st St., Sparks, NV 89431

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

Western Surety Company, 8880 Cal Center Dr., #410, Sacramento, CA 95826

OWNER (Name and Address):

City of Loyalton, 605 School Street, Loyalton, CA 96118

BID

Bid Due Date: September 6, 2019

Description: Beckwith Road Pavement Repair Project - The Project consists of the rehabilitation of the existing pavement on Beckwith Road and the adjacent alley where trench subsidence from the sewer replacement project has taken place. The work on Beckwith Road will include approximately 1,860 square feet of subgrade repair in existing trenching areas and 5,185 square feet of pavement resurfacing. The work on the alley will include approximately 1,085 square feet of subgrade repair in existing trench areas and 1,060 square feet of pavement reconstruction. The existing curb at the access to the alley will be removed and replaced allow for proper drainage conveyance. Two manholes within the pavement rehabilitation area will be adjusted to final asphalt grade.

BOND

Bond Number: N/A

Date: September 5, 2019

Penal sum ****Ten percent of attached bid** \$**10% of attached bid**
(Words) (Figures)

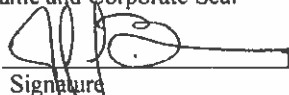
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Q&D Construction LLC (Seal)

Bidder's Name and Corporate Seal

By:



Signature

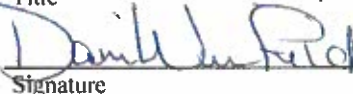
JEFF BEAN

Print Name

VICE PRESIDENT - HEAVY/CIVIL

Title

Attest:



Signature

Project Administrator

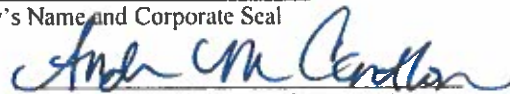
Title

SURETY

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By:



Signature (Attach Power of Attorney)

Andrea M Cantlon

Print Name

Attorney-In-Fact

Title

Attest:



Signature Patricia Owens

Witness

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

STATE OF Nevada _____

COUNTY OF Washoe _____ }
}

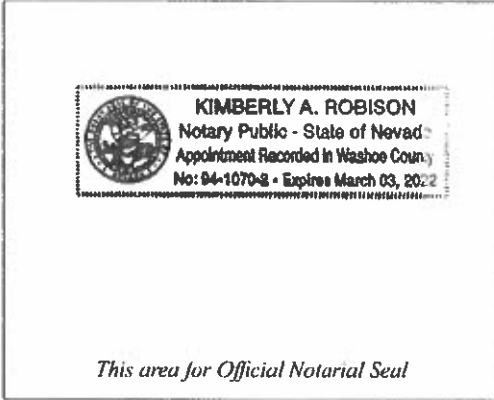
On September 5, 2019, before me, Kimberly A Robison
(here insert name of notary)

personally appeared Andrea M Canton
(name(s) of Signer(s))

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

WITNESS my hand and official seal.

Signature Kimberly A. Robison (SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____ SIGNER(S) OTHER THAN NAMED ABOVE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea M Cantlon, Cassandra Medina, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of January, 2019.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of January, 2019, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of September, 2019



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

SECTION 00440

LIST OF SUBCONTRACTORS

Provide information pursuant to Section 4104 of the California Public Contract Code.

Work to be Performed	Percentage of Total Contract	Subcontractor's Name, Address, License Number, and Public Works Registration Number
1. All WORK NOT OTHERWISE LISTED	100%	(Subcontractor) QAI CONSTRUCTION LLC 1050 S. 21st STREET DORRIS, NV 89431 LIC. No.: 427988 BIR: 1000061144
2.		(Subcontractor)
3.		(Subcontractor)
4.		(Subcontractor)
5.		(Subcontractor)
6.		(Subcontractor)
7.		(Subcontractor)

NOTE: Additional numbered pages may be attached if needed.

SECTION 00451
QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Q&D CONSTRUCTION LLC
Address: 1050 S. 21st STREET
SPARKS, NV 89431

2. SUBMITTED TO: CITY OF LOYALTON c/o FARR WEST ENGINEERING

3. SUBMITTED FOR: BECKWITH ROAD PAVEMENT REPAIR

Owner: CITY OF LOYALTON

Project Name: BECKWITH ROAD PAVEMENT REPAIR

TYPE OF WORK: REHAB OF EXISTING PAVEMENT ON BECKWITH ROAD AND ADJACENT
AREAS INCLUDING SUBGRADE REPAIR AND PAVEMENT RESURFACING.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: JEFF BEAN

Title: VICE PRESIDENT - HEAVY/CIVIL

Phone: (775) 766-2677

Email: jbean@qdconstruction.com

5. **AFFILIATED COMPANIES:**

Name:

N/A

Address:

N/A

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

President:

Vice President(s):

Treasurer:

Secretary:

LIMITED LIABILITY COMPANY

State of Organization: NEVADA

Date of Organization: MAY 1964

Members: CHRIS DIANDA, MIKE DIANDA, LANCE SEMENKO,
JEFF BEAN, KEVIN LINDERMAN, TOBIN BASTY,
DUANE BOEHMAN

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

Name: _____

Address: _____

Joint Venture Managing Partner

Name: _____

Address: _____

Joint Venture Managing Partner

Name: _____

Address: _____

7. LICENSING

Jurisdiction: STATE OF CALIFORNIA
Type of License: CALIFORNIA CONTINUOUS LICENSE
License Number: 427988
Jurisdiction: N/A
Type of License: N/A
License Number: N/A

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A
Minority Business Enterprise: N/A
Woman Owned Enterprise: N/A
Small Business Enterprise: N/A
Other (N/A): N/A

9. BONDING INFORMATION

Bonding Company: NATIONAL SURETY COMPANY
Address: 8860 CAL CENTER DRIVE #410
SACRAMENTO, CA 95826
Bonding Agent: L/P INSURANCE SERVICES, LLC
Address: 300 E. 2ND STREET, SUITE 1300
RENO, NV 89501
Contact Name: ANDREA CANTON
Phone: (775) 336-1987
Aggregate Bonding Capacity: \$400,000,000.00
Available Bonding Capacity:
(as of date of this submittal) \$250,000,000.00

10. FINANCIAL INFORMATION

Financial Institution: NEVADA STATE BANK
Address: 1 WEST LIBERTY STREET
RENO, NV 89501
Account Manager: JOHN KLAICH
Phone: (775) 688-6934

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: MICHAEL OCHS

Include the following as attachments:

Provide as an Attachment Contractor's OSHA Form No. 300 and 300A - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2018</u>	EMR	<u>0.89</u>
YEAR	<u>2017</u>	EMR	<u>0.84</u>
YEAR	<u>2016</u>	EMR	<u>0.69</u>
YEAR	<u>2015</u>	EMR	<u>0.73</u>
YEAR	<u>2014</u>	EMR	<u>0.78</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2018</u>	TRFR	<u>2.03</u>
YEAR	<u>2017</u>	TRFR	<u>2.98</u>
YEAR	<u>2016</u>	TRFR	<u>3.17</u>
YEAR	<u>2015</u>	TRFR	<u>3.15</u>
YEAR	<u>2014</u>	TRFR	<u>2.79</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>1,279,553</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>1,141,417</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>1,107,434</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>952,384</u>
YEAR	<u>2014</u>	TOTAL NUMBER OF MAN-HOURS	<u>860,819</u>

Provide Contractor's Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2018</u>	DART	<u>1.52</u>
YEAR	<u>2017</u>	DART	<u>1.93</u>
YEAR	<u>2016</u>	DART	<u>2.61</u>
YEAR	<u>2015</u>	DART	<u>2.73</u>
YEAR	<u>2014</u>	DART	<u>2.09</u>

13. **EQUIPMENT:**

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: QID CONSTRUCTION LLC

BY: [Signature]

TITLE: VICE PRESIDENT - HEAVY/CIVIL

DATED: 9/6/19

NOTARY ATTEST: [Signature: Dani Winfield]

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 6th DAY OF September, 2019

NOTARY PUBLIC - STATE OF Nevada

COUNTY OF Washoe

MY COMMISSION EXPIRES: 9-15-21



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 12.
7. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
NV ENERGY SOLARUS BUS. GRS MAIN	Name: BECCA ERSTEIN Address: 5100 NEW ROAD RENO, NV 89520 Telephone: 775-334-4444	Name: Clint Avenash Company: Granite Construction Telephone: 775-850-0777	2/1/19	GRS MAIN INSTALLATION	ONGOING	\$1,527,851.00
CITY OF RENO GORDON AND MAINT STREET (RENO)	Name: LUCIE OPPENHEIM Address: 16.1st St. RENO, NV 89505 Telephone: 775-334-3332	Name: KEVIN KANSTEIN Company: FARR WEST ENGINEERING Telephone: 775-851-4788	2/27/19	R&R FOR MAIN POSITION IMPROVEMENTS UNDEGROUND UTILITIES	ON HOLD	\$3,786,000.00
TRAVELER DONNER PASS ROAD WESTERN SEGMENT PHASE 1	Name: SCOTT MANTOR Address: 10155 TRAVELER ALPINE ROAD RENO, NV 89511 Telephone: 530-382-7100	Name: JAMES PANIGIAN Company: MARK THOMAS Telephone: 916-581-9100	3/10/19	STREET CURE	ON HOLD	\$5,590,005.00
TRAVELER (RENO) PHASE 2	Name: JASON HANFORD Address: 1520 PINE AVENUE, SUITE 100 EMERYVILLE, CA 94608 Telephone: 530-412-4724	Name: DEBBIE JENNINS Company: ERNST & YOUNG Telephone: (775) 828-7220	3/25/19	STREET CURE	ON HOLD	\$5,995,300.44
ALPINE COURT DIXON MINE ROAD BRIDGE	Name: SCOTT MANS Address: 1749 GARDEN Ct. MUNICIPAL, NV 89423 Telephone: 530-260-0891	Name: JASON JANSSEN Company: DUNN ENGINEERING LLC Telephone: 916-368-9881	5/21/19	BRIDGE REPLACEMENT	ON HOLD	\$1,665,000.00
COLUMBIAS 03-35304 BUS SUMMIS	Name: MARGARET ANTONIO Address: 3045 SUMMIS LANE PUEBLO, CO 81007 Telephone: 530-957-1110	Name: BRENDAN HANSEN Company: COLUMBIAS Telephone: 530-741-6572	11/27/19	BRIDGE REPLACEMENT	ON HOLD	\$7,196,614.10
CITY OF RENO 4TH STREET AND STANCOX AVENUE (DORVILLE CONSTRUCTION)	Name: THELMA JONES Address: 1650 1st St. RENO, NV 89505 Telephone: 775-334-3311	Name: JOE MANOLA Company: ATKINS GIBSON Telephone: 775-745-0996	12/19/19	STREET DESIGN AND DOCUMENT ISSUANCE AND ADJUSTMENTS	ONGOING	\$4,911,711.00

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
VIRGINIA STREETS BRIDGE	Name: KERLIE KNEI Address: 1 E. 1st. STREETS RENO, NV 89505 Telephone: 775-334-3304	Name: CHRISTOPHER MASTRONARDI Company: JACOBS ENGINEERING Telephone: 775-850-5100	MARCH 2015	BRIDGE REPLACEMENT	CLOSED	\$18,309,000.00
CITY OF SPANISH MONTE TOWNSE DRAW PAVES 3	Name: ANDY ESTEVA Address: 431 PARKER WAY SPANISH MONTE, NV 89431 Telephone: 775-353-5555	Name: NOEL LACHLAN Company: HMR ENGINEERING INC Telephone: 775-337-4700	NOVEMBER 2014	STREET PAVEMENT RECONSTRUCTION	CLOSED	\$4,118,000.00
CLARK COUNTY STREETS AND DRIVEWAYS	Name: LATE AHEW Address: 35055 BURN WAY CLARK COUNTY, NV 89011 Telephone: 775-273-7442	Name: MICHAEL D. BENNETT Company: LUNA AND ASSOCIATES Telephone: 775-823-6111	FEBRUARY 2014	STREETS AND DRIVEWAYS	CLOSED	\$8,298,617.85
CLARK COUNTY 02-001804 LAKES AVENUE BRIDGE REPLACEMENT	Name: RYAN JOHNSON Address: 2307 WATSE DRUM BLVD CLARK COUNTY, NEVADA 89128 Telephone: 775-345-4140	Name: JAVO LABAN Company: CHERRYS Telephone: 530-225-3424	NOVEMBER 2017	BRIDGE REPLACEMENT	CLOSED	\$7,159,470.15
TRUCKEE RAILROAD PHASE 1	Name: JASON THOMPSON Address: 150 PARK AVENUE EMERYVILLE CA 94611 Telephone: 530-582-7722	Name: JESSIE JENNINGS Company: ERSKOW SIMS ENGINEERING Telephone: 775-828-7220	DECEMBER 2017	STREETS AND DRIVEWAYS	CLOSED	\$7,224,889.74
16" WATER MAIN TRANSMISSION PROJECT	Name: SEAN SIMONE Address: 24 LAKES BLVD. DOVER, NV 89403 Telephone: 775-246-6322	Name: DAMON MCHESNEY Company: FERRIS ENGINEERING Telephone: 530-225-3424	DECEMBER 2014	WATER MAIN TRANSMISSION	CLOSED	\$2,835,465.82
YERINGTON AVENUE RAILROAD RECONSTRUCTION	Name: DAN MATHEN Address: 102 S. HAWK STREET YERINGTON, NV 89447 Telephone: 775-463-3511	Name: MICHAEL MATHEN Company: FERRIS ENGINEERING Telephone: 775-851-4788	JANUARY 2016	RAILROAD RECONSTRUCTION	CLOSED	\$2,384,418.05

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
TOWN OF TAYLOR NEAR RIVER STREET BIKE LANE PROJECT	Name: BRUCE THOMPSON Address: 1085 FARMER AVENUE ROAD TAYLOR, TN 37161 Telephone: 530-582-2938	Name: MICHELLE GARBEL Company: LUMS AND ASSOCIATES Telephone: 775-827-6111	MAY 2014	AC BIKE LANE CONSTRUCTION	CLOSED	\$1,832,975.11
AKSF PAVING AND VAULTS CURBS/ENERGY SAFE	Name: BRADIE LYNN Address: 2461 FARMING DR. CANTON, TN 37021 Telephone: 775-687-7299	Name: LARRY BIRSE Company: LUMS AND ASSOCIATES Telephone: 775-827-6111	FEBRUARY 2018	PREPARE LOT AC AND DIAMETER REGARD	CLOSED	\$1,463,043.80
NV ENERGY McLANE TAYLOR RIVER CORRIDOR	Name: MIKE PASTER Address: 6100 NEW ROAD RENO, NV 89520 Telephone: 775-225-0722	Name: MIKE PASTER Company: NV ENERGY Telephone: 775-225-0722	AUGUST 2018	CON LINE DIAMETER BORE	CLOSED	\$942,694.00
VOID WATER MAIN 2015	Name: MICHAEL LEFANNOIS Address: 1220 SWEETWATER ROAD LAWRENCEVILLE, GA 30045 Telephone: 775-832-1274	Name: BEGT ISELI Company: JOBS (CHENILLE) Telephone: 930-274-5158	MAY 2015	WATER MAIN INSTALLATION	CLOSED	\$703,614.87
NRADA FIBER OPTIC CASUALTY, HATC	Name: TOM McEARY Address: 2460 FARMING DR. CANTON, TN 37021 Telephone: 775-687-7299	Name: LARRY BIRSE Company: LUMS AND ASSOCIATES Telephone: 775-827-6111	FEBRUARY 2018	FIBER OPTIC CABLE INSTALLATION	CLOSED	\$259,183.20
TAYLOR TAYLOR AVENUE DISTRICT JUMP AND CROWN SIGN	Name: KERN SMITH Address: 1085 FARMER AVENUE ROAD TAYLOR, TN 37161 Telephone: 530-587-4118	Name: RONALD BRADLEY Company: LUMS AND ASSOCIATES Telephone: 916-652-4725	AUGUST 2018	AVENUE AVENUE JUMP SIGNS	CLOSED	\$159,995.00
SEE ATTACHES FOR ADDITIONAL PROJECTS	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C

LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
<i>See Attached</i>			

Description	Make	Model	Purchase Date	Price	Condition
2005 Peterbilt 12YD Dump Trk	Peterbilt	357 12YD Dump	2005	5652.57	Good
Pickup/2WD/GMC/1500	GMC	Sierra 1500 ZWD	2008	6000.00	Good
Dragon Belly Dump Pup Trailer	Dragon	Belly Pup Trailer	2007	8064.20	Good
Dragon Belly Dump Pup Trailer	Dragon	Belly Pup Trailer	2007	8661.55	Good
Trailer for Triple Tube Paver/R & W/RT30TT	R & W	RT30TT	2009	9306.06	Good
Hot Seal Trailer	Crafco	EZ-400	1999	10772.50	Good
Broom/Laymor/BHC	Lay-Mor	8HC	2006	11277.39	Good
Skidsteer/Cat/226	Cat	226	2000	12371.38	Good
1988 Reliance Belly Dump-Trlr.	Reliance	Belly Dump Trailer	1988	12870.00	Good
1988 Reliance Belly Dump Trlr	Reliance	Belly Dump Trailer	1988	12870.00	Good
1990 Ranco Belly Dump PUP	Ranco	Belly Pup Trailer	1990	13138.13	Good
1994 Ranco Belly Dump PUP	Ranco	Belly Pup Trailer	1994	13138.13	Good
Snow Plow/Cat/938G Plow/on 52-118	Cat	938G	2006	13965.19	Good
Roller/Cat/CB224E	Cat	CB224E	2006	15000.00	Good
International School Bus /3000	International	3000 School Bus	1997	16000.00	Good
International School Bus /3000	International	3000 School Bus	1997	16000.00	Good
1988 Ranco T/A Belly Dump	Ranco	Belly Dump Trailer	1988	16050.00	Good
2001 GMC P/U	GMC	2500 Sierra 2WD	2001	16424.41	Good
2001 Chev P/U	Chevrolet	2500 Silverado 2WD	2001	16617.69	Good
Broom/Laymor/BHC	Laymor	8HC	2011	16750.00	Good
1991 Ford F-600	Ford	F600 Flatbed	1991	18897.45	Good
1997 Freightliner F170-Mech Truck	Freightliner	FL70 Mechanic Truck	1997	19035.80	Good
2003 GMC P/U	GMC	2500 Sierra Pickup	2003	19489.16	Good
2003 GMC P/U	GMC	2500 Sierra Pickup	2003	19489.18	Good
Excavator/Cat/301.8	Cat	301.80	2007	20406.71	Good
Track Skidsteer/Cat/247	Cat	247	2002	20507.27	Good
1998 GMC Flatbed	GMC	C3500 Flatbed 2W	1998	20939.93	Good
2003 Chev P/U - utility	Chevrolet	2500HD 2WD Utility	2003	20991.50	Good
2003 GMC P/U	GMC	2500 Sierra Pickup	2003	21756.89	Good
2003 GMC P/U	GMC	2500 Sierra Pickup	2003	21756.89	Good
2004 Chev PU	Chevrolet	2500HD 2WD Utility	2004	22040.01	Good
1995 Top Kick	GMC	Flatbed	1995	22306.00	Good
1995 GMC Flatbed	GMC	Topkick Flatbed	1995	22306.00	Good
Skidsteer/Cat/226	Cat	226	2000	22744.38	Good
1999 GMC P/U	GMC	K2500 Pickup	1999	22782.57	Good
2004 Chev P/U	Chevrolet	2500HD 2WD	2004	22831.73	Good
2003 GMC P/U	GMC	2500 Sierra Pickup	2003	22871.95	Good
2003 GMC P/U	GMC	2500 Sierra Pickup	2003	22871.95	Good
2003 GMC P/U	GMC	2500 Sierra Pickup	2003	22871.95	Good
Chev P/U 2WD/2500HD	Chevrolet	2500HD 2WD Pickup	2006	22905.61	Good
Chevrolet Silverado 2500HD 4x4	Chevrolet	Silverado 2500 HD	2010	23000.00	Good
GMC P/U 4X4/2500HD	GMC	2500HD 4x4 Pickup	2004	23023.44	Good
2005 Chev P/U	Chevrolet	4x4 Colorado	2005	23266.76	Good
2004 Chev PU	Chevrolet	2500HD 2WD Pickup	2004	23288.78	Good
2004 Chev PU	Chevrolet	2500HD 2WD Pickup	2004	23288.78	Good
1999 GMC P/U	GMC	K2500 4x4 Pickup	1999	23533.49	Good
1996 Ranco End Dump Trlr	Ranco	End Dump Trailer	1996	23595.00	Good
1996 Ranco End Dump Trlr	Ranco	End Dump Trailer	1996	23595.00	Good
1997 Ranco End Dump Trlr	Ranco	End Dump Trailer	1997	23595.00	Good
2001 Grand Cherokee	Jeep	Grand Cherokee	2001	23727.61	Good
2001 GMC Yukon	GMC	Yukon	2001	23750.00	Good
Water Tower	Mega	MPT10	1998	23802.30	Good
Track Skidsteer/Cat/247B	Cat	247B	2005	23945.36	Good
2004 Ranco Belly Pup - Trlr.	Ranco	Belly Pup Trailer	2004	24300.12	Good
2004 Ranco Belly Pup - Trlr.	Ranco	Belly Pup Trailer	2004	24300.12	Good
Roller/Cat/CB224D	Cat	CB224D	2001	24597.44	Good
Sweeper/Broyce/RT350	Broyce	RT350	2010	24910.00	Good

2001 GMC Yukon	GMC	Yukon	2001	23750.00	Good
Water Tower	Mega	MPT10	1998	23802.30	Good
Track Skidsteer/Cat/247B	Cat	247B	2005	23945.36	Good
2004 Ranco Belly Pup - Trlr.	Ranco	Belly Pup Trailer	2004	24300.12	Good
2004 Ranco Belly Pup - Trlr.	Ranco	Belly Pup Trailer	2004	24300.12	Good
Roller/Cat/CB224D	Cat	CB224D	2001	24597.44	Good
Sweeper/Broyce/RT350	Broyce	RT350	2010	24910.00	Good
2003 Chev P/U-utility	Chevrolet	2500HD 2WD Utility	2003	24981.68	Good
GMC P/U 4X4/2500HD	GMC	2500 4x4 Pickup	2005	25091.34	Good
1999 International Flatbed	International	4700 Flatbed Truck	1999	25377.62	Good
1995 GMC Flatbed Dump	GMC	Topkick Flatbed	1995	25685.00	Good
Roller/Cat/CB224D	Cat	CB224D	2003	25716.31	Good
2004 Chev P/U	Chevrolet	2500HD 4WD	2004	26056.21	Good
Compactor	Wacker	RT82-SC	2004	26269.29	Good
Compactor	Wacker	RT82-SC	2004	26269.29	Good
Compactor	Wacker	RT82-SC	2004	26269.29	Good
Compactor	Wacker	RT82-SC	2004	26269.29	Good
Compactor	Wacker	RT82-SC	2004	26269.29	Good
Compactor	Wacker	RT82-SC	2004	26269.29	Good
2003 GMC P/U	GMC	2500HD Utility Truck	2003	26371.05	Good
2003 GMC P/U	GMC	2500HD Utility Truck	2003	26371.05	Good
2003 GMC P/U	GMC	2500HD Utility Truck	2003	26371.05	Good
2003 GMC P/U	GMC	2500HD Utility Truck	2003	26371.05	Good
2004 Chev P/U	Chevrolet	2500HD 2WD Utility	2004	26509.65	Good
2005 Chev Trallblazer	Chevrolet	Trallblazer	2005	26773.65	Good
2005 Chev Trallblazer	Chevrolet	Trallblazer	2005	26773.65	Good
2004 Chev Trallblazer	Chevrolet	Trallblazer	2004	26879.77	Good
Water Tower	Mega	MPT10	1999	26930.55	Good
1993 ALCO Trailer End Dump	Alco	End Dump Trailer	1993	26937.50	Good
Chev P/U - UTILITY/2WD/2500HD	Chevrolet	2500HD 2WD Utility	2006	26970.63	Good
Chev P/U/2WD/2500HD DIESEL	Chevrolet	2500HD Diesel 2WD PU	2005	27128.49	Good
Chev P/U 2WD/2500HD DIESEL	Chevrolet	2500HD Diesel 2WD PU	2005	27128.49	Good
2004 Chev P/U	Chevrolet	2500HD 2WD Utility	2004	27284.90	Good
Compactor	Wacker	RT82-SC	2005	27285.00	Good
Water Tower/Valew/Valew 12	Valew	Valew 12	2017	27439.33	Good
Forklift/Cat/DP50	Cat	DP50	1994	27647.90	Good
1999 GMC Dump	GMC	TC7HD Dump Truck	1999	27780.00	Good
1998 GMC Flatbed	GMC	3500HD Flatbed	1998	27860.00	Good
2000 GMC/1 ton pickup	GMC	3500 4x4 P/U	2000	28068.08	Good
GMC P/U/UTILITY/2WD/2500	GMC	2500HD Utility Picku	2007	28218.19	Good
2005 GMC P/U	GMC	2500HD Diesel 2WD PU	2005	28236.23	Good
2005 GMC P/U	GMC	2500HD Diesel 2WD PU	2005	28236.23	Good
2005 GMC P/U	GMC	2500HD Diesel 2WD PU	2005	28236.23	Good
2005 GMC P/U	GMC	2500 Diesel 2WD PU	2005	28236.23	Good
Compactor	Wacker	RT82-SC	2005	28454.37	Good
Water Tower/Valew/Valew 12	Valew	Valew 12	2017	28654.01	Good
2005 Chev P/U	Chevrolet	2500HD Diesel 2WD PU	2005	28927.05	Good
2001 GMC 3/4 Ton	GMC	K2500HD 4x4 Pickup	2001	28974.93	Good
2005 Chev P/U	Chevrolet	2500HD Diesel 2WD PU	2005	29000.80	Good
Roller/Cat/CS563C	Cat	CS563C	1999	29107.22	Good
2001 GMC 3/4 Ton	GMC	K2500 4x4 Pickup	2001	29189.43	Good

Pickup/Chevy/Sil 2500 2 Wd	Chevrolet	2500HD 2WD Pickup	2011	29756.00	Good
Chev P/U 4X4/2500HD DIESEL	Chevrolet	2500HD Diesel 4x4 PU	2005	29848.03	Good
2001 Freightliner Dump	Freightliner	FL70 Dump Truck	2001	29967.00	Good
Water Tower	Mega	MPT10	2000	29988.72	Good
Water Tower	Mega	MPT10	2000	30043.70	Good
Water Truck/Freightliner/2000 Gallon	Freightliner	2000 Gal Water Truck	2007	30073.04	Good
2002 GMC 3/4 Ton P/U	GMC	2500 Utility 4x4 P/U	2002	30161.65	Good
1999 Jeep Cherokee	Jeep	Grand Cherokee	1999	30176.88	Good
Water Tower	Mega	MPT10	1999	30448.56	Good
Pickup/Chevy/Sil 2500 2 Wd	Chevrolet	2500HD 2WD Pickup	2011	30764.00	Good
2001 Freightliner Syd Dump Trk	Freightliner	FL70 Syd Dump	2001	31138.75	Good
2001 Freightliner Syd Dump Trk	Freightliner	FL70 5YD Dump	2001	31138.75	Good
2001 Freightliner Syd Dump Trk	Freightliner	FL70 5YD Dump	2001	31138.75	Good
2003 Freightliner Syd Dump Trk	Freightliner	FL70 5YD Dump	2003	31138.75	Good
2000 GMC 1 Ton Flatbed	GMC	3500HD Flatbed	2000	31187.75	Good
2005 Chev P/U - utility	Chevrolet	2500HD Diesel 2WD Ut	2004	31524.42	Good
2002 GMC Flatbed Truck	GMC	3500HD Flatbed 2WD	2002	31573.14	Good
Roller/Cat/CB224E	Cat	CB224E	2004	32002.05	Good
2005 Chev Flatbed	Chevrolet	W4500 Flatbed	2005	32010.43	Good
GMC P/U 4X4/2500HD DIESEL	GMC	2500HD 4x4 utility	2006	32380.93	Good
Box Van/Freightliner/FL70	Freightliner	FL70 Rolloff Truck	1995	32525.00	Good
2005 GMC P/U - Utility	GMC	2500HD Diesel 2WD Ut	2005	32615.80	Good
2005 Chev P/U - utility	Chevrolet	2500HD Diesel 2WD Ut	2005	32747.11	Good
Trailer 3 Axle Tilt/Trailmax/Trd54T	Trailmax	3 Axle Tilt Trailer	2006	32792.31	Good
Chevrolet Silverado 2500 4x4	Chevrolet	Silverado 2500 4x4	2011	33045.96	Good
Chevrolet Silverado 2500 4 WD	Chevrolet	2500HD 4WD Pickup	2011	33283.00	Good
Pickup/Chevy/Sil 3500 4 Wd	Chevrolet	3500 4WD Pickup	2011	33457.00	Good
1997 Ranco End Dump	Ranco	End Dump Trailer	1997	33759.91	Good
2004 Chev P/U	Chevrolet	3500 Mechanic Truck	2004	33967.04	Good
Compactor/Bomag/BMP8500 Walk Behind	Bomag	BMP8500	2016	34294.75	Good
Compactor/Bomag/BMP8500 Walk Behind	Bomag	BMP8500	2016	34294.75	Good
Pickup/chevy/Silverado 4x4	Chevrolet	Sil 3500 4WD	2012	34469.00	Good
Pickup/chevy/Silverado 4x4	Chevrolet	Sil 3500 4WD	2012	34469.00	Good
Pickup/Chevy/Silverado 4x4	Chevrolet	SR 3500 4WD	2012	34469.00	Good
Compactor	Bomag	BMP8500	2011	34844.75	Good
Loader/Cat/259D	Cat	259D	2015	34845.57	Good
Pickup Utility/Chevy/Sil 2500 2 Wd	Chevrolet	2500HD 2WD Utility	2011	34851.00	Good
2002 Ranco End Dump	Ranco	End Dump Trailer	2002	34940.44	Good
2002 Ranco End Dump	Ranco	End Dump Trailer	2002	34940.44	Good
2003 Ranco Trlr End Dump	Ranco	End Dump Trailer	2003	34960.44	Good
2003 Ranco Trlr End Dump	Ranco	End Dump Trailer	2003	34960.44	Good
GMC Sierra 1500 Crew Cab 4x4	GMC	Sierra 1500	2012	35118.07	Good
Profilograph/Cox/SSI CS8200	Cox	SSICS8200	2009	35416.21	Good
Track Skidsteer/Cat/257B	Cat	257B	2005	35909.85	Good
Pickup/Toyota/Tundra 4WD	Toyota	Tundra 4x4 DBL V8	2013	35919.82	Good
Chevrolet Silverado 2500HD 4x4	Chevrolet	Silverado 2500 HD	2012	36178.01	Good
Track Skidsteer/Cat/247	Cat	247	2002	36260.15	Good
Auto/Toyota/Highlander 4WD	Toyota	Highlander 4DR 4WD	2013	36515.25	Good
Auto/Toyota/Highlander 4WD	Toyota	Highlander 4DR 4WD	2013	36515.25	Good
2013 Toyota Highlander 4wd	Toyota	Highlander	2013	36515.25	Good
Chevrolet Silverado 2500HD 4x4	Chevrolet	Sierra 2500 HD	2012	36518.48	Good

GMC P/U 4X4/2500 DIESEL	GMC	2500HD Diesel 4x4 PU	2006	36910.31	Good
1998 Rellance Trans Trailer	Rellance	Transfer Trailer	1998	37117.10	Good
Loader/Track/Cat/259D	Cat	259D	2015	37125.20	Good
Pickup/4x4/Crew Cab Chevy 1500	Chevrolet	Chevy Sll. 1500 4WD	2013	37720.21	Good
Pickup/4x4/Crew Cab 1500	Chevrolet	Chevy Sll 1500 4WD	2013	37780.53	Good
GMC P/U 2500/SIERRA	GMC	2500HD Pickup	2007	38123.19	Good
GMC P/U 2500/SIERRA DIESEL	GMC	2500HD Diesel Pickup	2007	38123.19	Good
2004 Chev Yukon	Chevrolet	Yukon	2004	38236.18	Good
GMC Sierra 2500HD 4x4	GMC	Sierra 2500 HD	2012	38555.02	Good
GMC Sierra 2500HD 4x4	GMC	Sierra 2500 HD	2012	38555.02	Good
GMC Sierra 2500 HD 4x4	GMC	Sierra 2500 HD 4x4	2012	38555.02	Good
GMC Sierra 2500 HD 4x4	GMC	Sierra 2500 HD 4x4	2012	38555.02	Good
Pickup, 4x4/GMC/2500 Sierra	GMC	Sierra 2500 HD	2012	38555.05	Good
Roller/Cat/CB24B	Cat	CB24B	2017	39155.57	Good
Pickup 4 Door/Chevy/Sll 1500 4 Wd	Chevrolet	1500 4WD Pickup	2011	39273.30	Good
Roller/Cat/CB24B	Cat	CB24B	2015	39319.63	Good
GMC/2500HD Diesel 4X4 PU	GMC	2500HD Diesel 4x4 PU	2006	39591.86	Good
GMC P/U4X4/2500HD DIESEL/EXTCAB	GMC	2500HD Diesel 4x4 PU	2006	39591.86	Good
Pickup/Toyota/Tundra 4WD	Toyota	Tundra 4x4 Crew	2013	40000.00	Good
Pickup Ext Cab/Chevy/Sll 2500 4 Wd	Chevrolet	2500HD 4WD Pickup	2011	40272.00	Good
Pickup Ext Cab/Chevy/Sll 2500 4 Wd	Chevrolet	2500HD 4WD Pickup	2011	40759.00	Good
Chevy 1500 4x4	Chevrolet	Silverado 1500 4x4	2012	40847.95	Good
2003 Chev Yukon	Chevrolet	Yukon	2003	41085.50	Good
2001 GMC 3/4 Ton	GMC	2500 Diesel 4x4 P/U	2001	41257.63	Good
Forklift/Skytrak/10054	Sky Trak	10054	1006	41340.00	Good
Toyota 4-Runner 4X4/4DOOR/LTD	Toyota	4 Runner 4x4	2008	42035.70	Good
Loader/Cat/936E	Cat	936E	1988	42158.00	Good
Sweeper/Broom 8'/Broce/RJ350		RJ350	2006	42281.31	Good
2004 Chev Flatbed Truck	Chevrolet	C4500 Diesel Flatbed	2004	42383.79	Good
2004 Chev Flatbed Truck	Chevrolet	C4500 Diesel Flatbed	2004	42383.79	Good
2004 Chev Flatbed Truck	Chevrolet	C4500 Diesel Flatbed	2004	42383.79	Good
Pickup 4X4/Chevy/2500Hd Diesel	Chevrolet	2500HD Diesel 4x4 PU	2006	43466.27	Good
Loader/Cat/259D	Cat	259D	2016	44719.49	Good
Backhoe/Cat/420D	Cat	420D	2005	44971.90	Good
Sheepsfoot/Cat/CP323C	Cat	03-963	2003	45358.42	Good
GMC 2500/Sierra P/U	GMC	2500HD Pickup	2008	45640.97	Good
Track Skidsteer/Cat/259D	Cat	259D	2015	45828.10	Good
Chev Kodiak/C4500 Flatbed Diesel	Chevrolet	C4500 Diesel Flatbed	2006	46844.54	Good
Chev Kodiak/C4500 Flatbed Diesel	Chevrolet	C4500 Diesel Flatbed	2006	46844.54	Good
Excavator/Cat/303.5CR	Cat	303.5CR	2006	48530.18	Good
Loader, Skippy/John Deere/210E	John Deere	210LE	2005	49079.56	Good
Chev Tahoe/271	Chevrolet	Z71 Tahoe	2007	49143.77	Good
Chevrolet Tahoe Wagon	Chevrolet	Tahoe Wagon	2008	49311.67	Good
2005 Ranco End Dump Trlr	Ranco	3Axle ED Trailer	2005	49750.43	Good
2005 Ranco End Dump Trlr	Ranco	3 Axle ED Trailer	2005	49750.43	Good
2005 Ranco End Dump Trlr	Ranco	3 Axle ED Trailer	2005	49750.43	Good
JLG 660SJ 4x4 Boom Lift	JLG	660SJ 4x4 Boom Lift	2005	50479.75	Good
Sheepsfoot/Cat/CP323C	Cat	CP323C	2003	51696.38	Good
Track Skidsteer/Cat/259D	Cat	259D C	2017	52654.12	Good
1997 Cozad Trailer Lowboy	Cozad	60 Ton Lowboy Trl	1997	52751.00	Good
Track Skidsteer/Cat/259B	Caterpillar	259B3	2012	53797.00	Good

Track Skidsteer/Cat/259B3	Caterpillar	259B3	2012	53797.00	Good
Track Skidsteer/Cat/259B Series 3	Cat	259B Series 3	2013	53964.26	Good
2005 Chev P/U -Utility Saw/ C4500	Chevrolet	C4500 Utility Saw PU	2005	54939.16	Good
Forklift/Cat/TH103	Cat	TH103	1997	56306.25	Good
Lowboy Trailer/Cozad/60Ton	Cozad	60 Ton Lowboy Trl	2000	58576.00	Good
Forklift/Cat/TH460B	Cat	TH460B	2004	58890.89	Good
Tripple Tube Paver/Allen/255CD	Allen	255CD	2009	59363.24	Good
Excavator/Cat/305.5 DCR	Caterpillar	305.5 CR	2011	59416.05	Good
Loader, Landscape/John Deere/210LE	John Deere	210LE	2005	59756.33	Good
Forklift/Cat/TH83	Cat	TH83	2000	59764.93	Good
Sheepsfoot/Cat/CP323C	Cat	CP323C	2004	59930.28	Good
Loader, Skippy/John Deere/210L	John Deere	210L	2016	61177.71	Good
Roller/Cat/CS563CAW	Cat	CS563CAW	1998	61550.35	Good
1996 Peterbilt Water Truck	Peterbilt	379 Water Truck	1996	62714.12	Good
Forklift/Cat/TH360B	Cat	TH360B	2004	63602.51	Good
Backhoe/Cat/420E	Caterpillar	420E	2012	64037.66	Good
Loader, Skippy/John Deere/210L	John Deere	210L	2016	64271.00	Good
Track Skidsteer/Cat/289D	Cat	289D	2017	64354.54	Good
Track Skidsteer/Cat/289D	Cat	289D C	2017	65273.00	Good
Forklift/Cat/TH460B	Cat	TH460B	2004	65339.84	Good
Sheepsfoot/Cat/CP323C	Cat	CP323C	2004	65754.30	Good
Excavator/Cat/305C	Cat	305C	2008	66341.64	Good
2003 Landoll 3-axle tilt Trlr	Landoll	3 Axle Tilt Trailer	2003	67420.88	Good
Backhoe/Cat/420D	Cat	420D	2002	67567.50	Good
Backhoe/Cat/420D	Cat	420D	2004	68059.27	Good
Backhoe/Cat/420D	Cat	420D	2001	68635.15	Good
Excavator/Cat/305CR	Cat	305CR	2006	68906.83	Good
Loader, Landscape/Cat/416D	Cat	416D	2006	68933.68	Good
Truck, Mech/Kenworth/T300	Kenworth	T300 Mech Truck	2006	68944.00	Good
Roller, Paving/Cat/PS200B	Cat	PS200B	1998	68986.42	Good
Excavator/Cat/305.5E2CR	Cat	305.5E2CR	2016	69378.00	Good
Excavator/Cat/305.5E2CR	Cat	305.5E2CR	2017	69387.00	Good
Excavator/Cat/305C	Cat	305C	2008	69461.96	Good
Excavator/Cat/305CR	Cat	305CR	2004	70610.87	Good
Excavator/Cat/305.5E2	Cat	305.5E2	2015	70678.03	Good
Backhoe/Cat/416C	Cat	416C	2000	70782.86	Good
Sequola, 4D & 4WD/Toyota/Sequola	Toyota	Sequola	2013	71579.90	Good
Truck/5YD Dump/Freightliner	Freight Liner	5YD Dump	2013	71949.42	Good
Roller/Cat/CS583C	Cat	CS583C	2000	72478.13	Good
Backhoe/Cat/420D	Cat	420D	2001	73621.76	Good
Backhoe/Cat/420D	Cat	420D	2004	73641.91	Good
Backhoe/Cat/420D	Cat	420D	2004	73641.91	Good
2000 Freightliner-Rolloff Truck	Freightliner	FL112 Rolloff Truck	2000	74878.35	Good
Backhoe/Cat/420E	Cat	420E	2006	75699.86	Good
Sheepsfoot/Cat/CP323C	Cat	CP323C	2005	75741.25	Good
1995 KW T300 Mechanic Truck	Kenworth	T300 Mechanic Trk	1995	76012.75	Good
1999 INTL Service Truck	International	4700 Mechanic Truck	1999	76237.50	Good
Forklift/Cat/TL1055C	Cat	TL1055C	2012	76320.00	Good
Backhoe/Cat/420D	Cat	420D	2005	76486.43	Good
Excavator/Cat/308E2	Cat	308E2	2014	77015.00	Good
Dozer, Wheel/Cat/824C	Cat	824C	1979	77040.00	Good

Forklift/Cat/TH580B	Cat	TH580B	2005	77765.27	Good
Sheepsfoot/Cat/CP323C	Cat	CP323C	2005	78904.52	Good
Cadillac Escalade	Cadillac	Escalade	2008	79408.70	Good
Roller/Cat/CB54B	Cat	CB54B	2013	79500.00	Good
Backhoe/Cat/420D	Cat	420D	2003	80080.28	Good
Forklift/Cat/TH103	Cat	TH103	2001	80376.37	Good
Pickup Machine/Asphalt/Cedaraplds	Cedaraplds	Asphalt	2004	81068.13	Good
1999 Lube Truck	Peterbilt	357 Lube Truck	1999	81782.17	Good
Forklift/Cat/TH103	Cat	TH103	2001	82678.75	Good
Forklift/Cat/TH103	Cat	TH103	2001	82678.75	Good
Dozer/cat/D4H XL	Cat	D4H XL	1996	84792.89	Good
Roller/Cat/CB534C	Cat	CB534C	1998	85336.14	Good
Roller/Cat/CB534C	Cat	CB534C	1997	85364.38	Good
Forklift/Cat/TH580B	Cat	TH580B	2005	85919.33	Good
Roller Pneumatic/Cat/CW14	Caterpillar	CW14	2013	86454.71	Good
Sheepfoot/Cat/CP34	Cat	CP34	2017	86546.35	Good
1997 Ford Oil Truck (Boot Truck)	Ford	L-850 Boot Truck	1997	86924.00	Good
Transfer Trailer/Reliance/4TR01F-27	Reliance	Transfer Trailer	2006	87404.94	Good
Excavator/Cat/307C	Cat	307C	2001	88307.38	Good
Volvo A40D Articulated Haul	Volvo	A40D	2005	89121.25	Good
Sweeper Vacuum Int'l/Tymco/500X	International	4200 500X	2007	91544.76	Good
Peterbilt Rolloff Truck/340	Peterbilt	340 Rolloff Truck	2008	91565.54	Good
Truck 5YD Dump/Freightliner	Freightliner	5YD Dump	2014	91570.96	Good
Murry Transport Trailer Lowboy Professional	Murry	Lowboy Trailer	2006	92036.00	Good
2001 Peterbilt	Peterbilt	357 Tractor	2001	92844.76	Good
2001 Peterbilt	Peterbilt	357 Tractor	2001	92844.76	Good
2001 Peterbilt	Peterbilt	357 Tractor	2001	92844.76	Good
2002 Peterbilt Tractor	Peterbilt	357 Tractor	2002	93268.99	Good
2004 Peterbilt Water Truck	Peterbilt	330 Water Truck	2004	94475.71	Good
2004 Peterbilt Water Truck	Peterbilt	330 Water Truck	2004	94475.71	Good
2004 Peterbilt Water Truck	Peterbilt	330 Water Truck	2004	94475.71	Good
2004 Peterbilt Water Truck	Peterbilt	330 Water Truck	2004	94475.71	Good
2003 Peterbilt Mechanic Trk	Peterbilt	330 Mechanic Truck	2003	95030.75	Good
1997 Peterbilt Trans Truck	Peterbilt	Transfer Truck	1997	95637.00	Good
Reliance Trans Trailer/4TRO1F-29	Reliance	Transfer Trailer	2007	99298.05	Good
Reliance Trans Trailer/4TRO1F-29	Reliance	Transfer Trailer	2007	99298.05	Good
1990 Kenworth T800 Lube Trk	Kenworth	T800 Lube	1990	101575.10	Good
2005 Freightliner Mech Truck	Freightliner	M2106 Mechani Truck	2005	102006.25	Good
Reliance Trailer 4TR01F-27	Reliance	Transfer Trailer	2006	102356.95	Good
Sweeper Broom/International Harvester/Tymco 600	Int'l Harvester	Tymco 600	2014	102735.05	Good
2006 Peterbilt Water Truck/335	Peterbilt	335 Water Truck	2006	103804.73	Good
2004 Peterbilt Tractor	Peterbilt	357 Tractor	2004	105021.40	Good
2004 Peterbilt Tractor	Peterbilt	357 Tractor	2004	105021.40	Good
2005 Peterbilt Water Truck	Peterbilt	335 Water Truck	2005	105626.96	Good
2005 Peterbilt Water Truck	Peterbilt	335 Water Truck	2005	105626.96	Good
2005 Peterbilt Water Truck	Peterbilt	335 Water Truck	2005	105626.96	Good
Peterbilt Water Truck/335	Peterbilt	335 Water Truck	2006	105922.10	Good
2004 Peterbilt Tractor	Peterbilt	357 Tractor	2004	107050.74	Good
2004 Peterbilt Tractor	Peterbilt	357 Tractor	2004	107050.74	Good
Excavator/Cat/308E2CR	Cat	308E2	2016	107368.00	Good
Forklift/Cat/TH560B	Cat	TH560B	2004	109149.22	Good

2004 Peterbilt Tractor	Peterbilt	357 Tractor	2004	109997.89	Good
Freightliner Mechanic Trk M2106	Freightliner	M2106 Mechanic Truck	2005	110798.00	Good
Roller/Cat/CB634D	Cat	CB634D	2005	111238.84	Good
Tractor/Pete/379	Peterbilt	379 Tractor	2000	112389.40	Good
2005 Peterbilt 12 YD Dump Trk	Peterbilt	357 12YD Dump	2005	113053.37	Good
2006 Kenworth Mechanic Truck	Kenworth	T300 Mechanic Truck	2006	117393.09	Good
2006 Kenworth Mechanic Truck /T300	Kenworth	T300 Mechanic Truck	2006	117393.09	Good
Forklift/Cat/TL1255	Cat	TL1255	2015	118413.34	Good
Volvo A40D Articulated Hauler	Volvo	A40D	2005	121190.63	Good
Roller/Cat/CB54B	Cat	CB54B	2013	122176.56	Good
2006 Peterbilt Transfer Truck/357 5 Axle	Peterbilt	5Axle Transfer Truck	2006	123095.85	Good
Backhoe/Cat/420F	Cat	420F	2013	126126.02	Good
Roller/Cat/PS360C	Cat	PS360C	2006	128850.00	Good
Volvo A40D Articulated Hauler	Volvo	A40D	2005	133681.88	Good
Volvo A40D Articulated Hauler	Volvo	A40D	2005	133681.88	Good
Volvo A40D Articulated Hauler	Volvo	A40D	2005	133681.88	Good
Volvo A40D Articulated Hauler	Volvo	A40D	2005	133681.88	Good
Volvo A40D Articulated Hauler	Volvo	A40D	2005	133681.88	Good
Peterbilt Rolloff Truck / 340	Peterbilt	340 Rolloff Truck	2009	134271.13	Good
2002 Peterbilt w/28 ton Crane	Peterbilt	330 Boom Truck	2002	137236.09	Good
1999 Kenworth Lube Truck /T800	Kenworth	T800 Lube Truck	1999	138713.47	Good
Roller/Cat/CS563E	Cat	CS563E	2005	143024.57	Good
Truck, Mechanic/Kenworth/T370	Kenworth	T370	2013	145000.00	Good
Loader/Volvo/L110E	Volvo	L110E	2004	148115.22	Good
Sweeper/Elgin/Freightliner/FL70 Broom	Elgin	FL70 Broom	2004	149032.00	Good
Blade/Cat/16G	Cat	16G	1992	149251.25	Good
Forklift/Cat/TL1055C	Cat	TL1055C	2014	150195.24	Good
Roller/Cat/CB64	Cat	CB64	2014	150500.00	Good
Excavator/Cat/314D LCR	Cat	314D LCR	2010	151041.00	Good
Peterbilt Transfer Truck/379 5 AXLE	Peterbilt	5Axle Transfer Truck	2006	151839.36	Good
2002 Peterbilt Lube Truck	Peterbilt	357 Lube Truck	2002	153134.99	Good
Peterbilt Transfer Truck/357 5 AXLE	Peterbilt	5Axle Transfer Truck	2007	155589.32	Good
Peterbilt Transfer Truck/357 5 AXLE	Peterbilt	5 Axle Transfer Truc	2007	155589.32	Good
Roller/Cat/CB634D	Cat	CB634D	2005	156460.41	Good
Paver/Gomaco/GT3600	Gomaco	GT3600	2000	158279.08	Good
Backhoe/Cat/446D	Cat	446D	2006	159610.79	Good
2005 Peterbilt Lube Trk	Peterbilt	357 Lube Truck	2005	161652.65	Good
Excavator/Cat/321D	Cat	321D LCR	2014	162000.00	Good
Roller/Cat/CS583E	Cat	CS583E	2005	163241.14	Good
Loader/Cat/950K	Cat	950K	2011	170587.50	Good
Excavator/Cat/314E CR	Cat	314E CR	2015	171000.00	Good
Loader/Volvo/L110E	Volvo	L110E	2004	172992.94	Good
Loader/Cat/938M	Cat	938M	2016	173620.00	Good
Blade/Cat/140H	Cat	140H	2003	176000.00	Good
Poly Paver/Cedarrapids/CR351 Poly	Cedarrapids	CR351 Poly	2001	179605.14	Good
Excavator/Volvo/EC290BLC	Volvo	EC290BLC	2005	182805.94	Good
Excavator/Cat/315F	Cat	315F	2017	188232.66	Good
Excavator/Cat/314D LCR	Cat	314D LCR	2013	189075.88	Good
Excavator/Volvo/ECR235DL	Volvo	ECR235DL	2013	189484.00	Good
Loader/Cat/938M	Cat	938M	2017	190891.42	Good
Loader/Cat/938M	Cat	938M	2017	190891.42	Good

Loader/Cat/966G II	Cat	966G II	2004	194611.82	Good
Excavator/Cat/328D	Cat	328D	2014	197500.00	Good
Excavator/Cat/314E CR	Cat	314E CR	2015	199000.00	Good
Excavator/Cat/321D LCR	Cat	321D LCR	2016	199122.03	Good
Excavator/Volvo/ECR305CL	Volvo	ECR305CL	2017	204779.00	Good
Sheepsfoot Roller/Cat/CP64	Caterpillar	CP64	2011	205205.35	Good
Excavator/Cat/328D CR	Cat	328D CR	2015	206704.41	Good
Loader/Cat/950M	Cat	950M	2016	209803.98	Good
Track Loader/Cat/953C	Cat	953C	2004	211149.72	Good
Loader/Cat/950GC	Cat	950GC	2017	211709.43	Good
Loader/Cat/950GC	Cat	950GC	2017	211709.43	Good
Loader/Cat/950M	Cat	950M	2015	212144.38	Good
Excavator w/Thumb/Volvo/ECR305CL	Volvo	ECR305CL	2015	215524.60	Good
Excavator/Cat/336FL	Cat	336FL	2015	216901.00	Good
Dozer/Cat/D7R II	Cat	D7R II	2003	224327.04	Good
Crane/Grove/RT880E	Grove	RT880E	2009	224400.00	Good
Paver/Cedarrapids/CR461	Cedarrapids	CR461	1996	224700.00	Good
Loader/Cat/966G II	Cat	966G II	2005	231899.98	Good
Paver/Gomaco/GT6300 III	Commander	GT6300 III	2005	238811.66	Good
Asphalt Paver/Weller/E2850	Weller	E2850	2013	244422.65	Good
Loader, Wheel/Cat/966M	Cat	966M	2015	246180.55	Good
Blade/Cat/14H	Cat	14H	2004	247164.37	Good
Blade/Cat/14MQ LR	Cat	14MQ LR	2017	263362.70	Good
Loader/Cat/950K	Caterpillar	950K	2012	264383.00	Good
Excavator/Cat/328D LCR	Cat	328D LCR	2015	273836.95	Good
Loader/Cat/950K	Cat	950K	2014	281021.65	Good
Excavator/Cat/336F	Cat	336F	2016	282579.00	Good
Excavator/Cat/336F	CAT	336F	2016	282579.00	Good
Excavator/Cat/336F	Cat	336F	2016	282579.00	Good
Loader/Cat/966M	Cat	966M	2015	282679.78	Good
Loader w/Wheel/Volvo/L150H	Volvo	L150H	2015	284555.00	Good
Loader/Cat/950K	Cat	950K	2014	289767.32	Good
Excavator/Cat/335F	Cat	335F	2017	289809.37	Good
Excavator/Cat/335F	Cat	335F	2016	291780.70	Good
Excavator/Cat/328DCR	Cat	328D CR	2013	300480.36	Good
Dozer/Cat/D8R	Cat	D8R	2001	301372.50	Good
Excavator/Cat/336FL	Cat	336FL	2017	305306.39	Good
Excavator/Cat/336FL	Cat	336FL	2017	305306.39	Good
Blade/Cat/14H	Cat	14H	2004	309288.32	Good
Excavator/Volvo/EC480EL	Volvo	EC480EL	2015	313979.07	Good
Excavator/Cat/328D	Cat	328D	2013	314547.50	Good
Blade/Cat/14H	Cat	14H	2004	318323.02	Good
Loader w/Wheel/Cat/966M	Cat	966M	2014	323000.00	Good
Excavator/Cat/336EL	Caterpillar	336EL	2012	323761.60	Good
Blade/Cat/14M	Cat	14M	2012	325000.00	Good
Cold Planer/Roadtec/RX700-3	Roadtec	RX700-3	2010	325918.69	Good
Excavator/Cat/336EL	Cat	336EL	2013	351372.56	Good
Loader/Cat/980M RPO	Cat	980M	2017	352371.61	Good
Loader/Cat/980H	Cat	980H	2011	359209.00	Good
Blade/Cat/14H	Cat	14H	2003	369887.16	Good
Blade/Cat/14H7-W/7 GPS Components	Cat	14H7-W/7 GPS	2005	371346.77	Good

Loader/Cat/966K	Caterpillar	966K	2012	382667.00	Good
Loader/Cat/966K	Caterpillar	966K	2012	382667.00	Good
Loader/Cat/966K	Cat	966K	2013	409240.81	Good
Excavator/Cat/349FL	Cat	349FL	2015	418000.00	Good
Sheepsfoot/Cat/825H	Cat	825H	2005	439548.15	Good
Padder/Superior/SPD-150	Superior	SPD150 HD	2013	484762.50	Good
Truck, Art/Komatsu/HM4000-0	Komatsu	HM400-5	2017	501513.75	Good
Truck, Art/Komatsu/Hm400-5	Komatsu	HM400-5	2017	501513.75	Good
Excavator/Cat/349EL	Cat	349EL	2014	504497.53	Good
Truck, Art/Volvo/A40F	Volvo	A40F	2013	508725.00	Good
Truck, Art/Volvo/A40F	Volvo	A40F	2013	508725.00	Good
Dozer/Cat/D8T	Cat	D8T	2005	527093.14	Good
Sheepsfoot/Cat/825H	Cat	825H	2005	529454.31	Good
Blade/Cat/14M L W/Dual GPS & Laser	Cat	14M L W/Dual GPS & L	2007	556133.78	Good
Excavator/Volvo/EC700B LC	Volvo	EC700B LC	2006	557276.25	Good
Sheepsfoot/Cat/825H	Cat	825H	2005	580155.72	Good
Dozer/Cat/D9R	Cat	D9R	2004	615982.46	Good
Dozer/Cat/D9T	Cat	D9T	2005	790234.90	Good
Dozer/Cat/D9T	Cat	D9T	2005	790234.90	Good
Dozer/Cat/D10R	Cat	D10R	2004	843409.78	Good

SECTION 00453

NON-COLLUSION DECLARATION

Per State of California Public Contract Code Section 7106, the following Non-collusion Declaration is to be executed by bidder and submitted with bid.

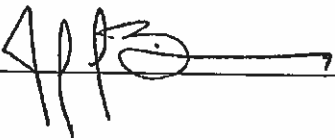
The undersigned declares:

I am the Vice President - Heavy/Civil of QID Construction LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/6/19 [date], at Sparks [city], NEVADA [state]."



Signature

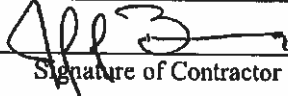
SECTION 00470
CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION
INSURANCE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

QW Construction LLC

Name of Contractor

By: JEFF BEAN - Vice President - Heavy/Civil



Signature of Contractor

Date: 9/6/19

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no specific or lost-time work-related injuries or illnesses occurred during the year. Remember to enter the Log to entry for the entire year, not just for the establishment complete.

Using the Log, count the individual entries you made for each category. Then write the totals in this Summary page. You've added the entries from every page of the Log. If you had no cases with "X", mark "0".

Employers have certain responsibilities, and their representatives have the right to review the OSHA Form 300A as it applies to their establishment. They also have limited access to the OSHA Form 307 of its equivalent. See 29 CFR 1904.35. In OSHA's recordkeeping rule, for further details on the recordkeeping provisions for these forms.

Number of Cases	Total number of cases with days away from work		Total number of cases with job transfer or restriction	Total number of other recordable cases
	(G)	(H)		
Total number of deaths	0	2	7	3
Total number of cases with days away from work	0	2	7	3

Total number of days away from work	Total number of days of job transfer or restriction
42	512

Total number of injury and illness types

Total number of...	
(M)	(N)
(1) Injury	12
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Please reporting errors for this collection of information is estimated to average 30 minutes per response, including time to review instructions, search existing data needed, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments on this collection of information, contact the US Department of Labor, OSHA Office of Statistics, Room N-3604, 200 Constitution Ave, NW, Washington, DC 20210. Do not send information to this office.

Establishment Information

Your establishment name: QAD Cosmetics
 Street: 1650 S. 23rd Street
 City: Sparks State: Nevada Zip: 89431
 Industry description (e.g., Manufacture of motor truck trailers):
 Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3716):
1 5 4 1
 OR North American Industrial Classification (NAICS), if known (e.g., 38212):

Employment Information

Annual average number of employees: 351
 Total hours worked by all employees last year: 890,819

Sign here
 Knowingly falsifying this document may result in a fine.
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
[Signature]
 Compliance Executive
 Title: COO
 Date: 1-20-14
 Phone: 775.786.2877

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2015
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form OSHA-300A (Rev. 12/16-07/8)

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you make for each category. Then write the totals below. Making sure you've entered the entries from every page of the log. If you had no cases write "0".

Employers (former employees, and their representatives) have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.45. In OSHA's Recordkeeping rule, for further details on the access provisions for these items.

Number of Cases	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(a)	4	9	2
(b)	(+)	(=)	(=)

Number of Days	Total number of days of job transfer or restriction
(c)	871
(d)	(=)

Injury and Illness Types	(1)	(2)	(3)	(4)	(5)	(6)
Total number of...	(M)	15	(N)	Poleming	0	
(1) Injury		0	(O)	Hearing Loss	0	
(2) Skin Disorder		0	(P)	All Other Illnesses	0	
(3) Respiratory Condition		0				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room 14-304, 200 Constitution Ave, NW, Washington, DC 20210. Do not send this information to the media.

Establishment Information	
Your establishment name	QAD Construction
Street	1090 S. 2nd Street
City	Las Vegas
State	Nevada
Zip	89101
Industry description (e.g., Manufacture of motor truck trailers)	Construction
Standard Industrial Classification (SIC), if known (e.g., SIC 3716)	1 5 4 1
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment Information	
Annual average number of employees	452
Total hours worked by all employees last year	982294
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have prepared this document good faith to the best of my knowledge the entries are true, accurate, and complete.	
<i>James Buehler</i>	COB
775-786-2677	1/25/16
Phone	Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2016
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form Approved OMB No. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the LOG to verify that the entries are complete. Using the LOG, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases enter "0".

Employers whose employees and their representatives have the right to review the OSHA Form 300 in its entirety, they may have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.44 in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	2	1
(G)	(H)	(I)	(J)

Total number of days away from work	Total number of days of job transfer or restriction
0	200
(K)	(L)

Total number of...

(1) Injury (a)	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
3	0	0	0	0	0
(1)	(2)	(3)	(4)	(5)	(6)

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information if it does not display a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, including its usefulness, contact the Office of Management and Budget, Paperwork Project Director, Room N-3044, 1200 Constitution Ave, NW, Washington, DC 20503. Do not send the completed form to this office.

Establishment Information	
Your establishment name	QED Construction
Street	1850 S. 21st Street
City	Seattle
State	Washington
Zip	98131
Industry description (e.g., Manufacture of motor vehicles)	Standard Industrial Classification (SIC), if known (e.g., SIC 3719)
	1 5 4 1
	OR Non-American Industrial Classification (NAICS), if known (e.g., 332712)
Employment Information	
Annual average number of employees	499
Total hours worked by all employees last year	107426
Sign Here <i>Dance Anne</i>	
I certify that I have searched this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Linna Simonio Company executive	CEO Title
773-782-2977 Phone	1/22/2017 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2017
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form approved OSHA no. 1794-0119

All establishments covered by Part 1904 must complete the Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below. Making sure you've added the entries from every page of the Log. If you had no cases write "0."


Employees (owner, employees, and their representatives) have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.32, to OSHA's recordkeeping rule, for further details on the access procedures for these forms.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	11	3
(G)	(H)	(I)	(J)

Total number of days away from work	Total number of days of job transfer or restriction
40	357
(K)	(L)

Total number of... (M)				
(1) Injury	17	(4) Poisoning	0	
(2) Skin Disorder	0	(5) Hearing Loss	0	
(3) Respiratory	0	(6) All Other Illnesses	0	
Condition				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Under reporting burden for the collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of the data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3304, 200 Constitution Ave., NW, Washington, DC 20220. Do not send the completed forms to the office.

Establishment Information	
Your establishment name	<u>QED Construction</u>
Street	<u>1020 S. 21st Street</u>
City	<u>Starks</u> State <u>Florida</u> Zip <u>89431</u>
Industry description (e.g., Manufacturer of motor truck trailers)	<u>Construction</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3719)	<u>1 5 4 1</u>
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment Information	
Annual average number of employees	<u>801</u>
Total hours worked by all employees last year	<u>1,141,417</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
	CEO
Company Name	TSE
775-786-2877	1/23/18
Phone	Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35. In OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	7	3
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
46	980
(K)	(L)

Total number of...

(1) Injury	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
13	0	0	0
(2) Skin Disorder	0	0	0
(3) Respiratory Condition	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not intended to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3664, 200 Constitution Ave, NW, Washington, DC 20219. Do not send the completed forms to this office.

Establishment Information

Your establishment name GSD Construction
 Street 1090 S. 21st Street
 City Sparks State Nevada Zip 89431
 Industry description (e.g., Manufacture of motor truck trailers)
Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3719)
1 5 4 1
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 566
 Total hours worked by all employees last year 1,272,850

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

James Hernandez
 Company executive
775-353-7023
 Phone
1/14/19
 Date
 Title President

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, medical work restriction, or job transfer, change away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that result from the specific recording criteria listed in 29 CFR 1904.2 through 1904.12. Do not use this form for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is reportable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the greatest possible extent while the information is being used for occupational safety and health purposes.

Year 2014
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

City Sparks State Nevada
Establishment name O&D Construction, Inc

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or Onset of Illness (include)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and objective evidence that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case.					(M) Enter the number of days the injured or ill worker was: (N) Away from Work (days) (O) On job transfer or restriction (days)	(M) Check the "Injury" column or choose one type of illness.									
						(G) Job transfer or restriction	(H) Other work-able cases	(I) Job transfer or restriction	(J) Other work-able cases	(K) Days lost		(L) Job transfer or restriction	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses			
1	Laborn	422		Musking Yard	Tightening bolts on arm machine again shoulder		X				13		X								
2	Macaritic	5/8		Old Yard	Struck with an object to remove nail, the rays			X			14		X								
3	Carpenier	5/8		Boilder City	Moving modcup wall, struck knee			X			7		X								
4	Labover	8/12		Kingsbury	Driving metal post, struck thumb finger			X			82		X								
5	TCS	8/12		Org & Franklin st	Vehicle rear ended truck stopped for red light			X			7		X								
6	Labover	6/18		Ingram Circle	Welder fell on left foot, suffered sprain			X			28		X								
7	Carpenier	7/18		Carlin Turnoff	Foreign object in eye while making mortar			X			141		X								
8	Carpenier	7/18		WCSO Esters Road	Stripped off 7 edges, limbs paws out			X			85		X								
9	Mason	8/12		W Quarry	Stripped on roller emp, rolled foot			X			15		X								
10	Mason	8/12		Linda Way Yard	Fork from forklift fell on the foot while unloading it			X			26		X								
11	Operator	10/20		Valley Power Plant	Fell from beam, dislocated shoulder on spot			X			28		X								
12	Carpenier	11/14		Dunphy Bridges	Foreign body in eye, corneal abrasion			X					X								

Page totals: 0 2 7 3 42 512 12 0 0 0 0 0

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time to review the instruction, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Paperwork Project (0122-0047), Washington, DC 20503.

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the greatest possible extent while the information is being used for occupational safety and health purposes.

Year 2014
U.S. Department of Labor

Occupational Safety and Health Administration

Form OSHA 300A (Rev. 12-14-10)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restriction of job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that result in the worker missing one or more full shifts (30 or more minutes). For more information, see OSHA 300 (Rev. 12-14-10). For more information, see OSHA 300A (Rev. 12-14-10). You must complete an injury and illness incident report (OSHA Form 301) or request form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name
City Sparks

Q&D Construction, Inc.
State Nevada

Form approved OSHA No. 12184-178

(A) Case No.	(B) Employer's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and job/duties/activities that directly injured or made person unable to work (e.g., Second degree burns on right forearm from employee torch)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T)	
Page totals						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project (0182-0001), Washington, DC 20503-2907. OSHA does not conduct a periodic review of the information collection burden estimates for this collection of information. OSHA Form 300A (Rev. 12-14-10) is not valid for use after 12/31/2010. Do not send the completed form to this office.

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2015
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMS no. 2718-078

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, reviewing the collection of information, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project, Washington, DC 20503.

City Sparks State Nevada

Establishment name Q&D Construction, Inc.

(A) Case No.	(B) Employer's Name	(C) Job Title (e.g., Worker)	(D) Date of Injury or Illness (month)	(E) Where the event occurred (e.g., Leading edge, front end)	(F) Description of injury or illness, part of body affected, and (collectively) that directly injured or made person ill (e.g., Second degree burn on right forearm from scalding steam)	CHECK ONLY ONE box for each case based on the most serious outcome for the case:					CHECK the "Injury" column or choose one type of illness					
						(G) Lost work days or restriction on work	(H) Job transfer or restriction	(I) Other recordable cases	(J) Days Away from Work (days)	(K) Days on Job Transfer or Restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses
1		Truck driver	2/12	Mixing Ready-Mix Road	Pushed truck/walker, suffered head injury with loss of consciousness, fractured lung	X			87	37	X					
2		Mechanic	5/6	Old Shop	While grinding on concrete, grinder struck arm & 8 other employees in the right chest requiring stitches		X		70	70	X					
3		Welder	6/13	Q&D Weld Shop	Spoke by vehicle while attempting to cross the traffic light on 2nd St.	X		X	25	74	X					
4		Laborer	5/20	385 St.	Hand sawn lumber occurred while loading 4x4 on truck from behind by disconnected driver		X		1	86	X					
5		Truck Driver	8/27	Mixing Yard	Struck from behind by disconnected driver		X		3	102	X					
6		Laborer	8/27	385 St. @ Oddie	Tripped in soft sand, dislocated the left shoulder	X			3	102	X					
7		Laborer	8/27	So. Lake Tahoe	Libby Wheeler out of trench, strained lower back		X		3	102	X					
8		Laborer	7/15	McCarran Blvd	Lowering plywood into trench, rope handle caught his head, cutting him into the neck		X		3	102	X					
9		Laborer	8/13	Denton Seale	Using concrete chains, hit pop in r shoulder		X		42	42	X					
10		Finisher	8/20	Trussco High School	Strained low back moving heavy steel plate		X		17	189	X					
11		Mechanic	8/25	Mixing Yard	Underwent spider bite on her arm		X		125	125	X					
12		Carpenter	8/28	UNR Farms	Getting out of truck, stepped on rock hidden in soil dirt, rolled the truck		X		110	110	X					
13		Mechanic	9/11	Round Mt. Gold	Hook hit on right hand causing l		X		10	10	X					
14		Operator	9/28	Traze Project	Strained low back while filling and tarring with a concrete form panel		X		3	180	X					
15		Carpenter	12/23	UNR Parks												
Page totals									146	7116	23	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, reviewing the collection of information, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project, Washington, DC 20503.

2015

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2015
 U.S. Department of Labor
 Occupational Safety and Health Administration

Establishment name G&D Construction, Inc
 City Sparks State Nevada

Form approved OSHA no. 121A-0178

You must report information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also report significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also report work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.7 through 1904.12. Fill in as many rows for a single case as you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or onset of illness (month)	(E) Where the event occurred (e.g., continuing dock work area)	(F) Description of injury or illness, parts of body affected, and date(s) of occurrence that directly injured or made person unable to work (e.g., Second degree burns on right forearm from electrical burn)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:		Enter the number of days the injured or ill worker was:		Check the "Injury" column or check one type of illness:													
						(G) Job transfer or restriction	(H) Other recordable cases	(I) Away from work (days)	(J) On job transfer or restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses								
Page totals																							

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any aspect of this data collection, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project (0198-0001), Washington, DC 20503-2907. OSHA is not authorized to collect information from you unless it displays a currently valid OMB control number. If you have any questions about these estimates of any aspect of this data collection, contact the Office of Management and Budget, Paperwork Project (0198-0001), Washington, DC 20503-2907. Do not send the completed form to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must report information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also report non-occupational injuries and illnesses that meet any of the above, recording criteria listed in 29 CFR 1904.8 through 1904.12. Fill this in with two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or replacement form for each injury or illness recorded on this form. If you're not sure whether a case is reportable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2016
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB No. 1218-0178

Establishment name: Q&D Construction, Inc.
City: Sparks
State: Nevada

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Worker)	(D) Date of Injury or Onset of Illness (m/d/yyyy)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person sick (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONE: Y ONE box for each case based on the most serious outcome for this case:			(K) Days the injured or sick worker was away from work (days)	(L) On job transfer or restriction (days)	(M) Check the "Injury" column or choose one type of illness:								
						(G) Days lost due to injury or illness (days)	(H) Job transfer or restriction (days)	(I) Other records also called			(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses			
1		carpenter	1/4	High Project, box carver	Uncoated binder finger when saw kicked back				2	28									
2		mason	1/18	Va. St. Bridge	Stripped on concrete blanket, strained muscle				2	16									
3		carpenter	4/13	Upper east side of project	One 2x caught, OSH spun around his ribcage					157									
4		laborer	5/2	Chesterman Building	Lifting metal forms, strained lower back					31									
5		mason	8/18	Chesterman Building	Stripped low back carrying form lumber					10									
6		laborer	7/5	Cameron City Sewal Shops	Precast concrete water box inverted hit elbow					28									
7		truck driver	7/18	Fossil Village water station	Being water truck as water steam pushed on crash to back row, left hand to lower stomach					81									
8		mechanic	7/20	Fossil Village equipment bay	Welding received arc flash to both eyes					1									
9		carpenter	7/28	Project Tiger	Stripped leg from jumpoff from roller cage					74									
10		laborer	7/29	Kinga Beach, CA	Co-worker dropped steel plate on forehead finger					13									
11		foreman	8/4	UNR Phoenix	Tripped on pallet, fractured left wrist					129									
12		laborer	8/8	Reno Tahoe Airport	Outing with chain saw					39									
13		truck driver	8/22	Melburn Yard	Fractured thumb after falling while releasing 50 wheel					19									
14		laborer	10/14	FOURM St & N Virginia St	Wind blew foreign object into eye														
15		operator	11/11	Texas	Strawed abdomen while shoveling concrete					43									
16		mason	12/28	Texas	Rolling concrete, abdominal strain					3									
17		laborer	12/30	Texas	Slipped on mats, contusion to back														
18																			
19																			
20																			
21																			
22																			
Page totals									82	842									

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503, and send the completed form to this office.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

You must report information about every work-related injury or illness that involves loss of consciousness, restricted ability to perform usual job functions, days away from work, or medical treatment beyond first aid. You must also report significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also report work-related injuries and illnesses that result in the specific recording criteria listed in 29 CFR 1904.4 through 1904.12. Fill this in as you see fit for a single case or for a group of cases. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you do not see whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2017
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form approved OSHA No. 1218-0178
 Establishment name: O&D Construction, Inc.
 City: _____ State: Nevada

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (m/d/yyyy)	(E) Where the event occurred (e.g., Loading dock, room, etc.)	(F) Describe injury or illness, parts of body affected, and other details that directly injured or made person unable to work (one form per case)	(G) CHECK ONLY ONE box for each case based on the most serious outcome for the case:				(I) Enter the number of days the injured or ill worker was:	(H) Check the "Injury" column or choose one type of illness						Total					
						(1) Job transfer or reassignment	(2) Other restriction (able to work)	(3) Restricted work	(4) Away from work		(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses						
1		Laborer	3/6	St Mary's Hospital	Head and tail on right forearm incision remained			X														
2		carpenter	3/7	Apex-Hudonbury	Slipped on form brack, brack broke fall on hand		X															
3		truck driver	3/8	SNC Mustang Pl	Struck leg, leg a deep laceration		X															
4		Superintendent	3/29	Chicago Midway airport	Lifting heavy box to get into basement																	
5		Laborer	5/6	Canon City, Wyo. Ln	Lifting a rock, arm, forearm R knee		X															
6		Laborer	5/11	Hogarty	Step down over stepping right foot, contusion		X															
7		Laborer	6/23	Canon City WWTP	Strained mid-back, lifting a Weisler		X															
8		Laborer	7/17	Farmly WWTP	Puncture wound to thumb, unknown object		X															
9		Mechanic	7/27	Margaritaville	hit in the hand with a spring loaded bar																	
10		truck driver	8/25	SNC Pl Road	Rollid steel coming down a steep grade		X															
11		Laborer	8/1	Shera Center	Strained right thigh moving metal forms		X															
12		Laborer	8/22	KITA	Rigor arm strain while pulling scale from tractor		X															
13		Laborer	10/2	Vanguard Grade	hit foot while with a hammer separating wood		X															
14		Laborer	11/2	888 & Mt Rose Hwy	slight bruise, fat hole in the stomach		X															
15		Laborer	11/21	Apple Data Center	slight bruise, fat hole in the stomach		X															
16		Laborer	11/29	North Truckee Drive	Lifting steel onto crane a burn, fat hole in groin		X															
									40							387						

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2017
 U.S. Department of Labor
 Occupational Safety and Health Administration

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must report information about every work-related injury or illness that involves lost time or job transfer, or that results in medical treatment beyond first aid. You must also report significant work-related injuries and illnesses that are the result of a physician or health care professional. You must also report work-related injuries and illnesses that result in a worker receiving medical attention or any species of lost time. Do not include injuries or illnesses that are not work-related. (OSHA Form 300) or equivalent form for each injury or illness recorded on this form. If you are not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

City Sparks State Nevada
 Establishment name QAD Construction, LLC
 Occupational Safety and Health Administration
 U.S. Department of Labor
 Form approved OSHA no. 1218-0176

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or Illness (month/day)	(E) Where the event occurred (e.g., Loading dock, roof and)	(F) Description of injury or illness, parts of body affected, and job function (e.g., Severe degree burns on right forearm from electrical burn)	(G) CHECK ONE box for each case based on the most serious outcome for that case: <input type="checkbox"/> Job transfer or restriction <input type="checkbox"/> Other recordable cause	(H) Days the employee was away from work	(I) Days the employee was on job transfer or restriction	(J) Injury or Illness	(K) (1) (2) (3) (4) (5) (6)
1	Comptroller	1/31	St. Mary's Campus	Removing screws from drywall, dust got in Rylee's						
2	Laborer	3/19	SHVC Basha Mountain, NV	Caught inside angle on a steel beam		X				
3	Laborer	3/29	Palmadise Subdivision	Strained back lifting aluminum		X				
4	Laborer	4/19	LBO Warrumans, NV	Twisted elbow while working in mud		X				
5	Truck Driver	6/14	QAD Yard Kingsbury	Foot struck truck, broke left foot		X				
6	Laborer	6/21	Chesman Equipment	Fell through roof hole after removing plywood		X				
7	Laborer	6/28	Chesman Equipment	Using steel rod, hit palm in lower back		X				
8	Comptroller	6/28	Stratemonk Development	Strapping items, struck lower leg with a nail		X				
9	Laborer	6/16	LBO @ Mogul East	Spoke in the eye with a piece of rebar		X				
10	Laborer	8/27	Trechesa Real Yard	Retained with a wrench tool pin		X				
11	Laborer	10/9	UNO Fire Arts	Pinched between metal flange and plywood		X				
12	Laborer	10/19	UNO Fire Arts	Tripped over a string line, injured shoulder		X				
13	Laborer	11/13	LBO @ Mogul East	Slipped on slope, sprained ankle		X				
14										
15										
16										
17										
							46	980		

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including the review of the instructions, searching existing data sources, gathering the data needed, and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments on this estimate or any aspect of this data collection, contact the Office of Management and Budget, Paperwork Project Director (0330-0047), Washington, DC 20503, and send the completed form to the Office.

Injury Skin Disorder Respiratory Condition Poisoning Hearing Loss All other illnesses

OSHA's Form 300 (Rev. 01/2004)
 Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2018
 U.S. Department of Labor



OSHA 301 - OCCUPATIONAL INJURIES AND ILLNESSES

You must report information about every work-related injury or illness that involves loss of consciousness, restriction of work ability, or job transfer, days away from work, or medical treatment beyond first aid. You must also report significant work-related injuries and illnesses that are diagnosed by a physician or other health care professional. You must also report work-related injuries and illnesses that result from the specific recording criteria listed in 29 CFR 1904.4 through 1904.12. First-time use and use dates for a single case if you have it. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on the form, if you do not have another OSHA 301 form for that OSHA office for this...

Occupational Safety and Health Administration
 Form approved OSHA no. 12 (8-0178)
 Establishment name: _____
 City: Sparks
 State: Nevada
 Q&D Construction, Inc

(A) Case No.	(B) Employer's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or onset of illness (m/d/yyyy)	(E) Where the event occurred (e.g., Loading dock room, etc.)	(F) Describe injury or illness, parts of body affected, and occupational circumstances that directly related or made person acutely aware (e.g., Second degree burns on right forearm from activity on tank)	CHECK ONLY ONE box for each case based on the most serious outcome of the incident			Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:						
						(G) Job transfer or restriction	(H) Other medical care	(I) Days away from work	(J) Transfer or restriction (days)	(K) Injury	(L) Skin Disorder	(M) Respiratory Condition	(N) Poisoning	(O) Hearing Loss	(P) All other illnesses		
Page totals						0	0	0	0	0	0	0	0	0	0	0	0

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of the burden of this collection of information, contact the Office of Management and Budget, Paperwork Project Director (0330-0047), Washington, DC 20503. Do not send the completed form to this office.

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.
 Page 1 of 1

- (1) Injury
- (2) Skin Disorder
- (3) Respiratory Condition
- (4) Poisoning
- (5) Hearing Loss
- (6) All other illnesses

State OSHA Citation Disposition

None	
None	
None	
NV: Other than serious - hole cover	Closed
NV: Regulatory Notices violation – Preconstruction Meeting	Closed
CA: Regulatory Posting – Forklift Poster	Closed
CA: Regulatory Program – Injury and Illness Prevention Plan	Closed
CA: Regulatory Program – First Aid Training	Closed
CA: Regulatory Program – Use of water during demolition	Closed

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
Redding District Office
381 Hemsted Drive
Redding, CA 96002
Phone: (530) 224-4743 Fax: (530) 224-4747

RECEIVED

JUN 12 2018

Q & D Construction



CITATION AND NOTIFICATION OF PENALTY

To:

Q & D Construction Inc.

and its successors
P. O. Box 10865
Reno, NV 89510

Inspection #: 1318469
Inspection Date (s): 05/24/2018 - 06/07/2018
Issuance Date: 06/07/2018
CSHO ID: 13916
Optional Report #: 085-18
Reporting ID: 0950623

Inspection Site:

Lake Almanor Dam
Canyon Dam, CA 95923

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

This Citation and Notification of Penalty (hereinafter Citation) is being issued in accordance with California Labor Code Section 6317 for violations that were found during the inspection/investigation. **This Citation or a copy must be prominently posted upon receipt by the employer at or near the location of each violation until the violative condition is corrected or for three working days, whichever is longer.** Violations of Title 8 of the California Code of Regulations or of the California Labor Code may result in some instances in prosecution for a misdemeanor.

YOU HAVE A RIGHT to contest this Citation and Notification of Penalty by filing an appeal with the Occupational Safety and Health Appeals Board. To initiate your appeal, you **must** contact the Appeals Board, in writing or by telephone, within 15 working days from the date of receipt of this Citation. If you miss the 15 working day deadline to appeal, the Citation and Notification of Penalty becomes a final order of the Appeals Board, not subject to review by any court or agency.

Informal Conference - You may request an informal conference with the manager of the district office which issued the Citation within 10 working days after receipt of the Citation. However, if the citation is appealed, you may request an informal conference at any time prior to the day of the hearing. Employers are encouraged to schedule a conference at the earliest possible time to assure an expeditious resolution of any issues. At the informal conference, you may discuss the existence of the alleged violation, classification of the violation, abatement date or proposed penalty.

Be sure to bring to the conference any and all supporting documentation of existing conditions as well as any abatement steps taken thus far. If conditions warrant, we can enter into an agreement which resolves this matter without litigation or contest.

APPEAL RIGHTS

The Occupational Safety and Health Appeals Board (Appeals Board) consists of three members appointed by the Governor. The Appeals Board is a separate entity from the Division of Occupational Safety and Health (Division) and employs experienced attorneys as administrative law judges to hear appeals fairly and impartially. To initiate an appeal from a Citation and Notification of Penalty, you must contact the Appeals Board, in writing or by telephone, within 15 working days from the date of receipt of a Citation. After you have initiated your appeal, you must then file a completed appeal form with the Appeals Board, at the address listed below, for each contested citation. Failure to file a completed appeal form with the Appeals Board may result in dismissal of the appeal. Appeal forms are available from district offices of the Division, or from the Appeals Board:

Occupational Safety and Health Appeals Board
2520 Venture Oaks Way, Suite 300
Sacramento, CA 95833
Telephone: (916) 274-5751 or (877) 252-1987
Fax: (916) 274-5785

If the Citation you are appealing alleges more than one item, you must specify on the appeal form which items you are appealing. You must also attach to the appeal form a legible copy of the Citation you are appealing. In addition, please send a copy of Page 1 of this Citation and Notification of Penalty, the cover sheet.

Among the specific grounds for an appeal are the following: the safety order was not violated, the classification of the alleged violation (e.g., serious, repeat, willful) is incorrect, the abatement requirements are unreasonable or the proposed penalty is unreasonable.

Important: You must notify the Appeals Board, not the Division, of your intent to appeal within 15 working days from the date of receipt of the Citation. Otherwise, the Citation and Notification of Penalty becomes a final order of the Appeals Board not subject to review by any court or agency. An informal conference with the Division does not constitute an appeal and does not stay the 15 working day appeal period. If you have any questions concerning your appeal rights, call the Appeals Board, at (916) 274-5751 or (877) 252-1987.

PENALTY PAYMENT OPTIONS

Penalties are due within 15 working days of receipt of this Citation and Notification of Penalty unless contested. If you are appealing any item of the citation, remittance is still due on all items that are not appealed. Enclosed for your use is a Penalty Remittance Form for payment.

If you are paying electronically, please have the Penalty Remittance Form on-hand when you are ready to make your payment. The company name, inspection number, and Citation number(s) will be required in order to ensure that the payment is accurately posted to your account. Please go to www.dir.ca.gov/dosh/CalOSHA_PaymentOption.html to access the secure payment processing site. **Additionally, you must also mail the Penalty Remittance Form to the address below.**

If you are paying by check, return one copy of the Citation, along with the Notice of Proposed Penalties Sheet and the Penalty Remittance Form and mail to:

Department of Industrial Relations
Cal/OSHA Penalties
P. O. Box 516547
Los Angeles, CA 90051-0595

CAL/OSHA does not agree to any restrictions, conditions or endorsements put on any check or money order for less than the full amount due, and will cash the check or money order as if these restrictions, conditions, or endorsements do not exist.

NOTIFICATION OF CORRECTIVE ACTION

For violations which you do not contest, you should notify the Division of Occupational Safety and Health promptly by letter that you have taken appropriate corrective action within the time frame set forth on this Citation and Notification of Penalty. Please inform the district office listed on the Citation by submitting the Cal/OSHA 160 form with the abatement steps you have taken and the date the violation was abated, together with adequate supporting documentation, e.g., drawings or photographs of corrected conditions, purchase/work orders related to abatement actions, air sampling results, etc. The adjusted penalty for general violations has already been reduced by 50% on the presumption that the employer will correct the violations by the abatement date. The adjusted penalty for serious violations, if any, has already been reduced by 50% because abatement of those violations has been completed.

Note: Return the Cal/OSHA 160 form to the district office listed on the Citation and as shown below:

Division of Occupational Safety and Health
Redding District Office
381 Hemsted Drive
Redding, CA 96002
Telephone: (530) 224-4743
Fax: (530) 224-4747

EMPLOYEE RIGHTS

Employer Discrimination Unlawful - The law prohibits discrimination by an employer against an employee for filing a complaint or for exercising any rights under Labor Code Section 6310 or 6311. An employee who believes that he/she has been discriminated against may file a complaint no later than six (6) months after the discrimination occurred with the Division of Labor Standards Enforcement.

Employee Appeals - An employee or authorized employee's representative may, within 15 working days of the issuance of a citation, special order, or order to take special action, appeal to the Occupational Safety and Health Appeals Board the reasonableness of the period of time fixed by the Division of Occupational Safety and Health (Division) for abatement. An employee appeal may be filed with the Appeals Board or with the Division. No particular format is necessary to initiate the appeal, but the notice of appeal must be in writing.

If an Employee Appeal is filed with the Division, the Division shall note on the face of the document the date of receipt, include any envelope or other proof of the date of mailing, and promptly transmit the document to the Appeals Board. The Division shall, no later than 10 working days from receipt of the Employee Appeal, file with the Appeals Board and serve on each party a clear and concise statement of the reasons why the abatement period prescribed by it is reasonable.

Employee Appeal Forms are available from the Appeals Board, or from a district office of the Division.

Employees Participation In Informal Conference - Affected employees or their representatives may notify the District Manager that they wish to attend the informal conference. If the employer objects, a separate informal conference will be held.

DISABILITY ACCOMMODATION

Disability accommodation is available upon request. Any person with a disability requiring an accommodation, auxiliary aid or service, or a modification of policies or procedures to ensure effective communication and access to the programs of the Division of Occupational Safety and Health, should contact the Disability Accommodation Coordinator at the local district office or the Statewide Disability Accommodation Coordinator at 1-866-326-1616 (toll free). The Statewide Coordinator can also be reached through the California Relay Service, by dialing 711 or 1-800-735-2929 (TTY) or 1-800-855-3000 (TTY - Spanish).

Accommodations can include modifications of policies or procedures or provision of auxiliary aids or services. Accommodations include, but are not limited to, an Assistive Listening System (ALS), a Computer-Aided Transcription System or Communication Access Realtime Translation (CART), a sign-language interpreter, documents in Braille, large print or on computer disk, and audio cassette recording. Accommodation requests should be made as soon as possible. Requests for an ALS or CART should be made no later than five (5) days before the hearing or conference.

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
Redding District Office
381 Hemsted Drive
Redding, CA 96002
Phone: (530) 224-4743 Fax: (530) 224-4747

Inspection #: 1318469
Inspection Dates: 05/24/2018 - 06/07/2018
Issuance Date: 06/07/2018
CSHO ID: 13916
Optional Report #: 085-18



Citation and Notification of Penalty

Company Name: Q & D Construction Inc.
Establishment DBA: and its successors
Inspection Site: Lake Almanor Dam
Canyon Dam, CA 95923

Citation 1 Item 1 Type of Violation: **Regulatory**

3664: Operating Rules. (a) Every employer using industrial trucks or industrial tow tractors shall post and enforce a set of operating rules including the appropriate rules listed in Section 3650(t).

Prior to and during the course of the inspection on May 24, 2018, located at Lake Almanor Dam, Canyon Dam, CA, employer failed to post and enforce a set of operating rules including the appropriate rules listed in Section 3650(t) for an operation off road industrial truck.

Date By Which Violation Must be Abated:
Proposed Penalty:

June 26, 2018
\$375.00

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
Redding District Office
381 Hemsted Drive
Redding, CA 96002
Phone: (530) 224-4743 Fax: (530) 224-4747

Inspection #: 1318469
Inspection Dates: 05/24/2018 - 06/07/2018
Issuance Date: 06/07/2018
CSHO ID: 13916
Optional Report #: 085-18



Citation and Notification of Penalty

Company Name: Q & D Construction Inc.
Establishment DBA:
and its successors
Inspection Site: Lake Almanor Dam
Canyon Dam, CA 95923

Citation 1 Item 2 Type of Violation: **General**

1509: Injury and Illness Prevention Program.

(a) Every employer shall establish, implement and maintain an effective Injury and Illness Prevention Program in accordance with section 3203 of the General Industry Safety Orders.

Prior to and during the course of the inspection on May 24, 2018, located at Lake Almanor Dam, Canyon Dam, CA, employer failed to maintain an Injury and Illness Prevention Program in accordance with section 3203 of the General Industry Safety Orders, identifying the person or persons with authority and responsibility for implementing the program.

Date By Which Violation Must be Abated:

June 26, 2018

Proposed Penalty:

\$375.00

State of California

Department of Industrial Relations
Division of Occupational Safety and Health
Redding District Office
381 Hemsted Drive
Redding, CA 96002
Phone: (530) 224-4743 Fax: (530) 224-4747

Inspection #: 1318469
Inspection Dates: 05/24/2018 - 06/07/2018
Issuance Date: 06/07/2018
CSHO ID: 13916
Optional Report #: 085-18



Citation and Notification of Penalty

Company Name: Q & D Construction Inc.
Establishment DBA: and its successors
Inspection Site: Lake Almanor Dam
Canyon Dam, CA 95923

Citation 1 Item 3 Type of Violation: **General**

1512: Emergency Medical Services.

(b) Appropriately Trained Person. Each employer shall ensure the availability of a suitable number of appropriately trained persons to render first aid.

Prior to and during the course of the inspection on May 24, 2018, located at Lake Almanor Dam, Canyon Dam, CA, employer failed to ensure the availability of a suitable number of appropriately trained persons to render first aid.

Date By Which Violation Must be Abated:
Proposed Penalty:

June 26, 2018
\$560.00

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
Redding District Office
381 Hemsted Drive
Redding, CA 96002
Phone: (530) 224-4743 Fax: (530) 224-4747

Inspection #: 1318469
Inspection Dates: 05/24/2018 - 06/07/2018
Issuance Date: 06/07/2018
CSHO ID: 13916
Optional Report #: 085-18



Citation and Notification of Penalty

Company Name: Q & D Construction Inc.
Establishment DBA: and its successors
Inspection Site: Lake Almanor Dam
Canyon Dam, CA 95923

Citation 1 Item 4 Type of Violation: **General**


1735: Demolishing Buildings.

(t) Provisions for dust control shall include the use of water to keep material or debris sufficiently wet or other equivalent steps taken to prevent dust from rising.

Prior to and during the course of the inspection on May 24, 2018, located at Lake Almanor Dam, Canyon Dam, CA, employer failed to ensure the effective use of water to keep material or debris sufficiently wet or other equivalent steps taken to prevent dust from rising.

Date By Which Violation Must be Abated:
Proposed Penalty:

Corrected During Inspection
\$560.00


John Wendland
Compliance Officer / District Manager

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
Redding District Office
381 Hemsted Drive
Redding, CA 96002
Phone: (530) 224-4743 Fax: (530) 224-4747



NOTICE OF PROPOSED PENALTIES

Company Name: Q & D Construction Inc.
Establishment DBA: and its successors
Inspection Site: Lake Almanor Dam, Canyon Dam, CA 95923
Mailing Address: P. O. Box 10865, Reno, NV 89510
Issuance Date: 06/07/2018
Reporting ID: 0950623
CSHO ID: 13916

Summary of Penalties for Inspection Number 1318469

Citation 1 Item 1, Regulatory	\$375.00
Citation 1 Item 2, General	\$375.00
Citation 1 Item 3, General	\$560.00
Citation 1 Item 4, General	\$560.00
TOTAL PROPOSED PENALTIES:	\$1870.00

Penalties are due within 15 working days of receipt of this notification unless contested. If you are appealing any item of this citation, remittance is still due on all items that are not appealed. Enclosed for your use is a Penalty Remittance Form.

If you are paying electronically: Please have this form on-hand when you are ready to make your payment. The company name, reporting ID and Citation number(s) will be required to ensure that the payment is accurately posted to your account. Please go to www.dir.ca.gov/dosh/CalOSHA_PaymentOption.html to access the secure payment processing site. Additionally, you must also mail the Penalty Remittance Form to the address below.

If you are paying by check: Mail this Notice of Proposed Penalties, the Penalty Remittance Form, along with a copy of the Citation and Notification of Penalty to:

DEPARTMENT OF INDUSTRIAL RELATIONS
CAL/OSHA PENALTIES
P. O. BOX 516547
LOS ANGELES, CA 90051-0595

Cal/OSHA does not agree to any restrictions, conditions or endorsements put on any check or money order for less than the full amount due, and will cash the check or money order as if these restrictions, conditions or endorsements do not exist.

DEPARTMENT OF INDUSTRIAL RELATIONS
 DIVISION OF OCCUPATIONAL SAFETY AND HEALTH – CAL/OSHA
 Accounting Office - Cashiering Unit
 Phone (415) 703-4310 or (415) 703-4308

PENALTY REMITTANCE FORM

CIVIL PENALTY INFO	INSPECTION NO.: 1318469	REPORTING ID: 0950623	
COMPANY NAME:	Q & D Construction Inc.	FEIN/SEIN:	
ESTABLISHMENT DBA:			
CONTACT PERSON:	Brett Amesbury		
PHONE NO.:	(775) 353-7114	FAX NO.:	
SITE ADDRESS:	Lake Almanor Dam, Canyon Dam, CA 95923		
MAILING ADDRESS:	P. O. Box 10865, Reno, NV 89510		
CITATION INFORMATION:			
Penalties are due within 15 working days of receipt of this notification unless contested. If you are appealing any item of this Citation, remittance is still due on all items that are not appealed.			
PAYMENT INSTRUCTIONS:			
For check or money order: please make check or money order payable to Department of Industrial Relations. Write the inspection number and total amount enclosed on the payment coupon below and on the check or money order. For credit card or EFT payment, go to: www.dir.ca.gov/dosh/CalOSHA_PaymentOption.html			

----- Detach here and return bottom portion with check or money order payment -----

PAYMENT COUPON



Inspection No.: 1318469

Amount Enclosed: \$ _____

Mail payment to:

For credit card or EFT payment, go to:
www.dir.ca.gov/dosh/CalOSHA_PaymentOption.html

DEPARTMENT OF INDUSTRIAL RELATIONS
 CAL/OSHA PENALTIES
 P.O. BOX 516547
 LOS ANGELES, CA 90051-0595

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Redding District Office
381 Hemsted Drive
Redding, CA 96002
Tel. # (530) 224-4743 Fax # (530) 224-4747



**EMPLOYER'S SIGNED STATEMENT OF ABATEMENT OF
REGULATORY AND/OR GENERAL VIOLATIONS**

Q & D Construction Inc
P O Box 10865
Reno, NV 89510

The law requires that violations observed during the inspection completed on 06/07/2018 of the place of employment located at Lake Almanor Dam, Canyon Dam, CA be corrected within the time limit specified. Please notify the Division as soon as these conditions have been corrected by returning this completed form. Your response by completing, signing and mailing this form to the issuing office on or before the compliance date may avoid a follow-up inspection of your facilities. Failure to timely complete and return this form may result in issuance of a citation and civil penalty for violation of 8 CCR 340.4(c).

NOTE: This form does not serve as a request for a time extension. If there are serious problems beyond your control that prevent meeting a specified abatement date, contact the Division early, well within the 15-day limit allowed for an appeal.

This signed statement or a summary shall be posted for three working days at or near each place the regulatory and/or general violation(s) referred to in the citation occurred.

PLEASE COMPLETE AND MAIL BY 6/25/2018

LIST THE SPECIFIC MEASURES & EQUIPMENT TAKEN TO CORRECT EACH CITATION & ITEM NUMBER OF THE UNSAFE CONDITIONS AND DATE OF ABATEMENT.

- 1-1 _____
- 1-2 _____
- 1-3 _____

Continued on additional page

All affected employees and their representatives have been informed about abatement activities referenced in this document in conformance with 8 CCR Section 340.4(g). Yes No

This certifies that all the unsafe conditions listed in the Division's citation dated UNKNOWN have now been corrected and all submitted abatement information is accurate.

Signature: _____

Date: _____

Name: _____

Title: _____

OFFICE USE ONLY	
Compliance Safety and Health Officer: _____	Date: _____
District Manager: _____	Date: _____
[] Close/Comments	

RID: 0950623

Inspection Nr: 1318469

CSHO ID: 13916

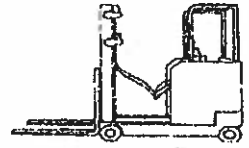
Optional Report Nr: 085-18

Date mailed or delivered: 6/7/2018

Cal/OSHA 160 (09/22/14)



OPERATING RULES FOR INDUSTRIAL TRUCKS



General Industry Safety Order 3664 Operating Rules (Part (a))

- (a) Every employer using industrial trucks or industrial tow tractors shall post and enforce a set of operating rules including the appropriate rules listed in Section 3650 (t).

General Industry Safety Order 3650 Industrial Trucks. General (Part (t))

- (t) Industrial trucks and tow tractors shall be operated in a safe manner in accordance with the following operating rules:
- (1) Only drivers authorized by the employer and trained in the safe operations of industrial trucks or industrial tow tractors pursuant to Section 3668 shall be permitted to operate such vehicles.
 - (2) Stunt driving and horseplay are prohibited.
 - (3) No riders shall be permitted on vehicles unless provided with adequate riding facilities.
 - (4) Employees shall not ride on the forks of lift trucks.
 - (5) Employees shall not place any part of their bodies outside the running lines of an industrial truck or between mast uprights or other parts of the truck where shear or crushing hazards exist.
 - (6) Employees shall not be allowed to stand, pass, or work under the elevated portion of any industrial truck, loaded or empty, unless it is effectively blocked to prevent it from falling.
 - (7) Drivers shall check the vehicle at the beginning of each shift, and if it is found to be unsafe, the matter shall be reported immediately to a foreman or mechanic, and the vehicle shall not be put in service again until it has been made safe. Attention shall be given to the proper functioning of tires, horn, lights, battery, controller, brakes, steering mechanism, cooling system, and the lift system for forklifts (forks, chains, cable, and limit switches).
 - (8) No truck shall be operated with a leak in the fuel system.
 - (9) Vehicles shall not exceed the authorized or safe speed, always maintaining a safe distance from other vehicles, keeping the truck under positive control at all times and all established traffic regulations shall be observed. For trucks traveling in the same direction, a safe distance may be considered to be approximately 3 truck lengths or preferably a time lapse - 3 seconds - passing the same point.

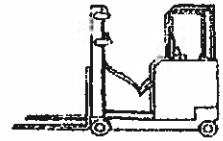
General Industry Safety Order 3650 Industrial Trucks. General (Part (t))

- (10) Trucks traveling in the same direction shall not be passed at intersections, blind spots, or dangerous locations.
- (11) The driver shall slow down and sound the horn at cross aisles and other locations where vision is obstructed. If the load being carried obstructs forward view, the driver shall be required to travel with the load trailing.
- (12) Operators shall look in the direction of travel and shall not move a vehicle until certain that all persons are in the clear.
- (13) Trucks shall not be driven up to anyone standing in front of a bench or other fixed object of such size that the person could be caught between the truck and object.
- (14) Grades shall be ascended or descended slowly.
 - (A) When ascending or descending grades in excess of 10 percent, loaded trucks shall be driven with the load up grade.
 - (B) On all grades the load and load engaging means shall be tilted back if applicable, and raised only as far as necessary to clear the road surface.
 - (C) Motorized hand and hand/rider trucks shall be operated on all grades with the load-engaging means down grade.
- (15) The forks shall always be carried as low as possible, consistent with safe operations.
- (16) When leaving a vehicle unattended (the operator is over 25 feet (7.6 meters) from or out of sight of the industrial truck), the brakes are set, the mast is brought to the vertical position, and forks are left in the down position, either:
 - (A) The power shall be shut off and, when left on an incline, the wheels shall be blocked; or
 - (B) The power may remain on provided the wheels are blocked, front and rear.
- (17) When the operator of an industrial truck is dismounted and within 25 feet (7.6 meters) of the truck which remains in the operator's view, the load engaging means shall be fully lowered, controls placed in neutral, and the brakes set to prevent movement.

Continued in the next page....



OPERATING RULES FOR INDUSTRIAL TRUCKS



General Industry Safety Order 3650 Industrial Trucks, General (Part (t))

Exception:

Forks on fork-equipped industrial trucks may be in the raised position for loading and unloading if the forks are raised no more than 42 inches above the level where the operator/loaders are standing, and the power is shut off, controls placed in neutral and the brakes set. If on an incline, the wheels shall be blocked.

- (18) Vehicles shall not be run onto any elevator unless the driver is specifically authorized to do so. Before entering an elevator, the driver shall determine that the capacity of the elevator will not be exceeded. Once on an elevator, the industrial truck's power shall be shut off and the brakes set.
- (19) Motorized hand trucks shall enter elevators or other confined areas with the load end forward.
- (20) Vehicles shall not be operated on floors, sidewalk doors, or platforms that will not safely support the loaded vehicle.
- (21) Prior to driving onto trucks, trailers and railroad cars, their flooring shall be checked for breaks and other structural weaknesses.
- (22) Vehicles shall not be driven in and out of highway trucks and trailers at loading docks until such trucks or trailers are securely blocked or restrained and the brakes set.
- (23) To prevent railroad cars from moving during loading or unloading operations, the car brakes shall be set, wheel chocks or other recognized positive stops used, and blue flags or lights displayed in accordance with Section 3333 of these Orders and Title 49, CFR, Section 218.27 which is hereby incorporated by reference.
- (24) The width of one tire on the powered industrial truck shall be the minimum distance maintained from the edge by the truck while it is on any elevated dock, platform, freight car or truck.
- (25) Railroad tracks shall be crossed diagonally, wherever possible. Parking closer than 8 1/2 feet from the centerline of railroad tracks is prohibited.
- (26) Trucks shall not be loaded in excess of their rated capacity.
- (27) A loaded vehicle shall not be moved until the load is safe and secure.
- (28) Extreme care shall be taken when tilting loads. Tilting forward with the load engaging means elevated shall be prohibited except when picking up a load.

General Industry Safety Order 3650 Industrial Trucks, General (Part (t))

Elevated loads shall not be tilted forward except when the load is being deposited onto a storage rack or equivalent. When stacking or tiering, backward tilt shall be limited to that necessary to stabilize the load.

- (29) The load engaging device shall be placed in such a manner that the load will be securely held or supported.
- (30) Special precautions shall be taken in the securing and handling of loads by trucks equipped with attachments, and during the operation of these trucks after the loads have been removed.
- (31) When powered industrial trucks are used to open and close doors, the following provisions shall be complied with:
 - (A) A device specifically designed for opening or closing doors shall be attached to the truck.
 - (B) The force applied by the device to the door shall be applied parallel to the direction of travel of the door.
 - (C) The entire door opening operation shall be in full view of the operator.
 - (D) The truck operator and other employees shall be clear of the area where the door might fall while being opened.
- (32) If loads are lifted by two or more trucks working in unison, the total weight of the load shall not exceed the combined rated lifting capacity of all trucks involved.
- (33) When provided by the industrial truck manufacturer, an operator restraint system such as a seat belt shall be used.



Follow
operating rules
so that
everyone is
safe.

Operating rules for industrial trucks contained on this poster are current through Register 2014, No. 16 California Code of Regulations (operative 7-1-2014). Other rules may also apply.

STATE OF NEVADA
Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration



4600 Kietzke Lane, Building F, Suite 153
Reno NV 89502
Phone: (775) 688-3700 Fax: (775) 688-1378

Inspection Number: 1187946
Inspection Date(s): 10/26/2016-11/04/2016
Issuance Date: 11/30/2016

Citation and Notification of Penalty

Company Name: Q&D CONSTRUCTION, INC. and its successors
Inspection Site: 910 E. 9th St Reno, NV 89501

Citation: 1 Item: 1 Type of Violation: Other-than-Serious

29 CFR 1926.501(b)(4)(ii): Each employee on a walking/working surface shall be protected from tripping in or stepping into or through holes (including skylights) by covers.

The following holes were not covered which exposed employees to tripping or stepping into the holes:

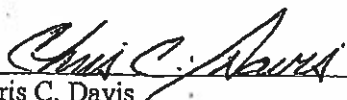
A. Located in the mechanical room, a hole measured 11 inches wide and 3 inches deep, but the hole was not covered which exposed employees to a "tripping" or "stepping into" hazard.

ADI: The employer covered the hole.

B. Located on the outside of the southwest corner of the building, a hole measured 3 feet wide, 26 inches long, and 11 inches deep, but the hole was not covered which exposed employees to a "tripping" or "stepping into" hazard.

ADI: The employer covered the hole.

Date By Which Violation Must be Abated:	Abated During Inspection?
Proposed Penalty:	\$0.00


Chris C. Davis
District Manager Northern Nevada

STATE OF NEVADA
Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration
4600 Kietzke Lane, Bldg. F-153
Reno NV 89502
Phone: (775) 688-3700 Fax: (775) 688-1378



**INVOICE/
ABATEMENT NOTICE REMINDER**

Company Name: Q&D CONSTRUCTION, INC. and its successors
Inspection Site: 910 E. 9th St Reno, NV 89501
Issuance Date: 11/30/2016

Summary of Penalties for Inspection Number: 1187946

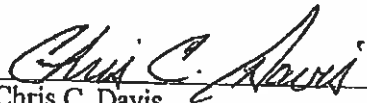
Citation: 1 Item: 1 , Other-than-Serious	\$0.00
TOTAL PROPOSED PENALTIES:	\$0.00

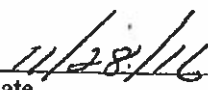
To avoid additional charges, please remit payment promptly to this District Office for the total amount of the uncontested penalties summarized above. Make your check or money order payable to: "DIR-OSHA". Please indicate the Inspection Number (indicated above) on the remittance.

OSHA does not agree to any restrictions or conditions or endorsements put on any check or money order for less than full amount due, and will cash the check or money order as if these restrictions, conditions, or endorsements do not exist. If, however, payment is for portions uncontested, please note which items are being paid directly on this invoice and return it with your remittance.

In extraordinary cases where payment of a penalty places an extreme burden on the employer, the Administrative Assistant III should be contacted regarding an alternate method of payment. Otherwise, if payment is not received once your time to contest has lapsed and the assessed penalties are deemed a final order of the Occupational Safety and Health Review Board, OSHA will have no alternative but to refer this matter to our legal counsel.

In addition, for violations you do not contest, you should promptly notify the District Manager, by letter, that you have corrected the cited conditions by the abatement date set in the citation.


Chris C. Davis,
District Manager Northern Nevada


Date

STATE OF NEVADA

Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration
4600 Kietzke Lane, Bldg. F-153
Reno NV 89502
Phone: (775) 688-3700 Fax: (775) 688-1378



Citation and Notification of Penalty

To:
Q&D CONSTRUCTION, INC.
and its successors
1050 S. 21st Street Sparks, NV 89431

Inspection Number: 1187946
Inspection Date(s): 10/26/2016-11/04/2016
Issuance Date: 11/30/2016
CSHO ID: H6360

Inspection Site:
910 E. 9th St
Reno, NV 89501

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

To the Reader - The Nevada Occupational Safety and Health Act was created in order to "assure so far as possible every working man and woman in the State safe and healthful working conditions". OSHA is expending every effort to make this goal a reality, but we cannot do it without your continuing help and support. Therefore, we are providing you with this information so that you can help us help you. This information is also designed to explain the options available to you and is part of our ongoing program to promote cooperation among labor, management, and government.

Employer Rights and Responsibilities - An inspection of your workplace was recently conducted in accordance with the Nevada Occupational Safety and Health Act (Chapter 618, Nevada Revised Statutes). The inspection revealed conditions which we believe to be in violation of the Act. The detailed nature of the violation(s) and the penalty(ies) are described in this Citation and Notification of Penalty. The items listed on the citation were discussed generally with your representative by the Occupational Safety and Health Administration (OSHA) Compliance Safety and Health Officer (CSHO). The following passages contain important information regarding your responsibilities and opportunities to respond to this notice. Please refer to the inspection number, located in the upper right-hand corner of these documents, in all correspondence.

The information relevant to the conditions found were evaluated by the CSHO's supervisor and it was determined that the violation(s) do(es) exist(s), and you have been issued this Citation and Notification of Penalty which explains in detail the exact nature of the violation(s) and any associated penalty(ies). For each apparent violation found during the inspection, the CSHO discussed with you the following:

- ◆ Nature of the violation;
- ◆ Possible abatement measures which you may take to correct the violative conditions;
- ◆ Possible abatement dates you may be required to meet; and
- ◆ Possible penalties.

The CSHO is a highly trained professional who can help you recognize and evaluate hazards, as well as suggest appropriate methods of correcting violations. To minimize employee exposure to possible hazardous conditions, abatement efforts should always begin as soon as possible.

The following general information defines the types of violations:

Willful: A Willful violation is defined as a violation in which either: (1) the employer committed an intentional and knowing violation of the Act, or (2) the employer knew that a hazardous condition existed and made no reasonable effort to eliminate it.

Serious: A Serious violation exists when the workplace hazard could cause an accident or illness which would most likely result in death or serious physical harm, unless the employer did not know or could not have known with reasonable diligence of the violation.

Repeat: An employer may be cited for a Repeat violation if that employer has been cited previously for a substantially similar condition and the citation has become a Final Order of the Nevada Occupational Safety and Health Review Board. A citation is currently viewed as a Repeat violation if it occurs within 5 years either from the date that the earlier citation become a Final Order or from the final abatement date, whichever is later.

For purposes of determining whether a violation is repeated the following criteria generally apply:

1. **Fixed Establishments:** Citations issued to employers having fixed establishments (such as factories, terminals, and stores) are not normally limited to the cited establishment. A multifacility employer, for example, can be cited for a Repeat violation if the violation recurred at any plant statewide and if a citation is obtained and reveals a repeated violation.

2. **Non fixed Establishments:** For employers engaged in businesses having no fixed establishments (such as construction sites), Repeat violations are alleged based on prior violations occurring anywhere, and at any of the employer's identified establishments statewide, based on employer history.

Other-Than-Serious: An Other-Than-Serious violation is defined as a situation in which the most serious injury or illness that would likely result from a hazardous condition cannot reasonably be predicted to cause death or serious physical harm to exposed employees, but does have a direct and immediate relationship to their safety and health.

Failure to Abate: A Failure to Abate violation exists when the employer has not corrected a violation for which OSHA has issued a citation and the abatement date has passed or is covered under a Settlement Agreement. A Failure to Abate also exists when the employer has not complied with interim measures involved in a long-term abatement within the time given.

This Citation and Notification of Penalty describe violations of the Nevada Occupational Safety and Health Act of 1973. The penalty(ies) listed herein is (are) based on these violations. You must abate the violations referred to in this Citation by the date(s) listed and pay the penalty(ies) proposed, unless within 15 working days (excluding weekends and legal holidays) from your receipt of this Citation and Notification of Penalty, you mail a notice of contest to OSHA at the address on page 1. **OSHA must receive your Notice of Contest by 5:00 P.M. Pacific Standard Time (PST) on the 15th working day.** Issuance of this Citation does not constitute a finding that a violation of the Act has occurred unless there is a failure to contest as provided for in the Act or, if contested, unless this Citation is affirmed by the Nevada Occupational Safety and Health Review Board or a court

Posting - Upon receipt of this Citation and Notification of Penalty, you must post the citation or copy of it at or near the place each violation occurred to inform employees of the hazard to which they may be exposed. If, because of the nature of the employer's operation, it is not practical to post the citation at or near the place where each violation occurred, the citation must be posted in a prominent place where it will be readily observed by all affected employees. The citation must remain posted for three working days or until the violation is corrected, whichever is longer. Saturdays, Sundays, and legal holidays are not counted as working days. **YOU MUST COMPLY WITH THESE POSTING REQUIREMENTS EVEN IF YOU CONTEST THE CITATION. The penalty dollar amounts need not be posted and may be marked out or covered up prior to posting.**

The abatement certification documents (such as abatement certifications, abatement plans and progress reports) also must be posted at or near the place where the violation occurred. For moveable equipment found to be in violation and where the posting of violations would be difficult or impractical, the employer has the option to identify the equipment with a "Warning" tag specified in the Nevada Administrative Code 618.6465.

Notification of Corrective Action - For each violation which you do not contest, you are required to submit an **Abatement Certification form(s)**, located on page 9, to the OSHA District Manager. The certification must be mailed or faxed to our office within ten calendar days after the abatement date indicated on the citation. You are also required to submit documents that provide proof of abatement (examples: evidence of the purchase or repair of equipment, photographs, video tape, training records, or other written records, etc.) with the Abatement Certification. If the citation indicates that the violation item was corrected during the inspection (Abated During Inspection), no Abatement Certification is required for that item.

When the citation permits an extended time for abatement, you must ensure that employees are adequately protected during this time. For example, the citation may require the immediate use of Personal Protective Equipment by employees while engineering controls are being installed. When such is the case and where indicated on the citation, you must also provide OSHA with an abatement plan (steps you will take to protect employees and correct the hazards) and periodic progress reports on your actions.

Penalty Payment - The penalty(ies) itemized on the Citation and Notification of Penalty is/ (are) payable within 15 working days of receipt of the penalty notice. However, if you contest the citation or penalty in good faith, abatement and payment of penalty(ies) for those items contested are suspended until the Occupational Safety and Health Review Board reviews your case and issues a Final Order. The Review Board is an independent board and is not a part of OSHA. The final order of the Review Board will uphold, modify, or eliminate the penalties. However, penalties for items not contested are still due within 15 working days. For further details, see the section on **How to Contest**. Payment should be made by certified check, personal check, company check, postal money order, bank draft, or bank money order, payable to "DIR-OSHA". Please indicate the Inspection Number on the remittance.

OSHA does not agree to any restrictions conditions or endorsements put on any check or money order for less than the full amount due, and will cash the check or money order as if these restrictions, conditions, or endorsements do not exist.

Informal Conference - Before deciding whether to file a "Notice of Contest", you may request an informal conference with the OSHA District Manager to discuss the Citation and Notification of Penalty. You may use this opportunity to:

- ◆ Obtain a better explanation of the violations cited;
- ◆ Obtain a more complete understanding of the specific standards which apply;
- ◆ Discuss ways to correct the violations;
- ◆ Discuss problems with the abatement dates;
- ◆ Discuss problems concerning employee safety practices;
- ◆ Resolve disputed citation(s) and penalty(ies) (thereby eliminating the need for the more formal procedures associated with litigation before the Review Board);
- ◆ Present any evidence, or views, which you believe would support an adjustment to the citation(s) and (or) penalty(ies);
- ◆ Negotiate and enter into an Informal Settlement Agreement; and
- ◆ Obtain answers to any other questions you may have.

You are encouraged to take advantage of the opportunity to have an informal conference if you foresee any difficulties in complying with any part of the citation. **Please note, however, that an informal conference must be held within the 15 working day Notice of Contest period and will neither extend the 15 working day contest period, nor take the place of filing the written notice if you desire to contest.** If you are considering a request for an informal conference to discuss any issues related to this Citation and Notification of Penalty, you must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so. Please keep in mind that a written letter of intent to contest must be submitted to the District Manager within 15 working days of your receipt of this Citation. The running of this contest period is not interrupted by an informal conference. Employee representative(s) have the right to participate in any informal conference, or negotiations, between the District Manager and the employer. **To schedule an informal conference, please call 775-688-3700.**

If you agree that the citation violation(s) do exist, but you have a valid reason for wishing to extend the abatement date(s), you may discuss this with the District Manager in an informal conference. The District Manager may issue an amended citation which changes the abatement date prior to the expiration of the 15-working-day period without your filing a Notice of Contest.

If you do not contest within 15 working days, your citation will become a Final Order. After this occurs, the OSHA District Manager may continue to provide you with information and assistance on how to abate the hazards cited in your citation. However, the District Manager may not amend, or change, any citation, or penalty, which has become a Final Order. The District Manager may only advise you on abatement methods, or extend the time you need to abate the violation (see Petition for Modification of Abatement).

If you decide to request an informal conference, please complete, remove and post the page 9 "Notice to Employees" next to this Citation and Notification of Penalty as soon as the time, date, and place of the informal conference have been determined. Be sure to bring to the conference any and all supporting documentation of existing conditions, as well as any abatement steps taken thus far. If conditions warrant, the District Manager can enter into an Informal Settlement Agreement which amicably resolves this matter without litigation, or contest.

How to Contest - If you wish to contest any portion of a citation, you must submit, a Notice of Contest in writing, by mail or fax, within 15 working days (excluding weekends and state holidays) after receipt of the NVOSHA-2. This applies even if you have stated your disagreement with a citation, penalty, or abatement date during a telephone conversation or an informal conference. **OSHA must receive your Notice of Contest**

by 5:00 P.M. (PST) on the 15th working day. The notice must clearly state what is being contested; the citation, the penalty, or any combination of these factors. In addition, the notice must state whether all violations on the Citation, or just specific violations, are being contested, (For example, "I wish to contest the citation and penalty proposed for Item 3 and 4 of the Citation issued March 31, 2012.")

Your contest must be made in good faith. A contest solely filed to avoid your responsibilities for abatement or payment of penalties will not be considered a good-faith contest. A proper contest of any item suspends your obligation to abate and pay until the item contested has been judicially resolved. If you contest only the penalty, you must still correct all violations by the dates indicated on the Citation. If only some items of the Citation are contested, the other items must be corrected by the abatement date and the corresponding penalties paid with 15 working days of notification.

After you file a Notice of Contest, your case is officially in litigation. If you wish to settle the case, you may contact the OSHA District Manager who will give you the name of the OSHA attorney handling your case. All settlements of contested cases are negotiated between you and the OSHA attorney according to the rules of practice of the Nevada Occupational Safety and Health Review Board.

The Contest Process - If the Notice of Contest has been filed within the required 15 working days, the OSHA attorney will forward your case to the Nevada Occupational Safety and Health Review Board and the Board will schedule a hearing. Both employers and employees have the right to participate in this hearing which contains all the elements of a trial, including examination and cross-examination of witnesses. You may choose to represent yourself, or be represented by an attorney. The Board may affirm, modify, or eliminate any contest item of the Citation, or penalty.

As with any other legal procedure, there is an appeals process. Once the Board has ruled, any party to the case may request a further review by the District Court for the area in which the case arose.

Unless you inform the District Manager in writing that you intend to contest the citation(s) and (or) proposed penalty(ies) within 15 working days after receipt, the citation(s) and the proposed penalty(ies) will become a Final Order of the Nevada Occupational Safety and Health Review Board and may not be reviewed by any court, or agency.

Petition for Modification of Abatement Date - Abatement dates are assigned on the basis of the best information available at the time the Citation is issued. If you are unable to meet an abatement date because of uncontrollable events or other circumstances, you may file a "Petition for Modification of Abatement" (PMA) with the District Manager. The petition must be filed in writing with the District Manager who issued the Citation on, or before, the original date set for the abatement. If the petition is filed later, it must be accompanied by the employer's statement of exceptional circumstances explaining the delay. To show clearly you have made a good faith effort to comply, the PMA must include all of the following information for the District Manager to consider it

- ◆ A list of all steps taken by the employer in an effort to achieve compliance during the prescribed period for the abatement and the dates those steps were taken;
- ◆ The additional time necessary in order to achieve compliance;
- ◆ The reasons the additional time is necessary, such as, the unavailability of personnel, materials or equipment, or the inability to complete the necessary construction or alteration by the original date for abatement;
- ◆ All steps which are being taken to safeguard the employees against the cited hazard during the abatement period;

- ◆ A certified statement that a copy of the petition has been posted, and served on the representative of the employees, if they have a representative, and the date on which the posting and service was made;

You must post a copy of the petition in a conspicuous place where all affected employees will have notice of it, or near the location where the violation occurred. The petition must remain posted for ten working days. Where the affected employees have a representative, the employer must serve them with a copy of the petition.

Affected employees, or their representative may file a written objection to a petition for a modification of the time for the abatement of a violation with the District Manager. Failure to file an objection within ten working days after the date of posting the petition or service of it upon the representative of the employees, whichever is later, constitutes a waiver of any further right to object to the petition. The filing of an employee contest does not suspend the employer's obligation to abate.

If the affected employees, or their representative, objects to the petition, the District Manager shall consult with the Chief Administrative Officer (CAO) and the CAO will make a determination. The CAO will furnish to the employer and the affected employees, or their representative, a written notice of his/her decision and the reasons for it. The CAO's decision is final.

If the petition is uncontested upon the expiration of 15 working days after the date on which a copy of it was posted, or served, upon the representative of the employees, the District Manager may approve or deny the petition.

If the District Manager denies a petition for a modification of the time for the abatement of a violation, the employer may request an informal review by the CAO. After considering all written and oral statements presented, the CAO will affirm, modify, or reverse the determination of the District Manager. The CAO's determination is final. Further information on PMAs may be obtained from the District Office.

Temporary and Permanent Variances - If you are unable to comply with a newly promulgated standard because of the unavailability of materials, equipment, or professional or technical personnel, you may apply to OSHA for a **temporary variance** from that standard.

To be eligible for a temporary variance, the employer must put into force an effective program for coming into compliance with the standard, or regulation, as quickly as possible. In the meantime, the employer must demonstrate to OSHA that all available steps are being taken to safeguard employees. A temporary variance may be granted for up to one year; and it can be renewed twice, each time for six months.

You may also apply for a **permanent variance** from a standard if you can prove that your present facilities, or methods of operation, are at least as safe and healthful as those required by the OSHA Standard.

In making a determination on a permanent variance, OSHA reviews the employer's evidence and, where appropriate, arranges a visit to the workplace to confirm the circumstances of the application. If the request has merit, OSHA may grant a permanent variance. Final variance orders detail the employer's specific responsibilities and requirements and explain exactly how the employer's method varies from the OSHA requirement.

Please note; however, that whenever an employer applies for either a temporary or a permanent variance, the employer must inform employees of the application and of their right to request a hearing. You should contact the District Manager for procedures, documents, or variance applications.

Employer Discrimination Unlawful - The law prohibits employers from discharging or otherwise discriminating against an employee who has exercised any right under this law, including the right to make safety and health complaints or to request an OSHA inspection. OSHA will investigate complaints from employees who believe that they have been discriminated against. If the investigation discloses probable violations of employee rights, court action may follow. Employees who believe that they have been discriminated against must file their complaint within 30 days of the alleged act of discrimination to the District Office at the address shown on page 1.

Notice to Employees - The law gives an employee, or his/her representative, the opportunity to object to any abatement date set for a violation if he/she believes the date to be unreasonable. The contest must be mailed to the OSHA District Office at the address shown on page 1 and postmarked within 15 working days (excluding weekends and state holidays) of the receipt by the employer of this Citation and Notification of Penalty. OSHA must receive your Notice of Contest, by fax or mail, by 5:00 P.M. (PST) on the 15th day. The filing of an employee contest does not suspend the employer's obligation to abate.

Follow-up Inspection and Failure to Abate - If you receive a citation, a follow-up inspection may be conducted to verify that you have done the following:

- ◆ Posted the citation as required;
- ◆ Corrected the violations as required in the citation; and (or)
- ◆ Protected employees adequately and made appropriate progress in correcting hazards during multi-step, or lengthy, abatement periods.

To achieve abatement by the date set forth in the citation, it is important that abatement efforts be promptly initiated. In addition to providing for penalties for failure to post citations and failure to abate violations, the Act clearly states that you have a continuing responsibility to comply with the Act and assure your employees of safe and healthful working conditions. Any new violations discovered during a follow-up inspection will be cited.

Providing False Information - All information reported to OSHA by employers and employees must be accurate and truthful. Providing false information on efforts to abate cited conditions or in required records is punishable under the Act.

Additional Information - You should be aware that OSHA publishes information on its inspection and citation activity on the Internet under the provisions of the Electronic Freedom of Information Act. The information related to your inspection will be available 30 calendar days after the Citation is issued. You are encouraged to review the information concerning your establishment at www.osha.gov. For further information and assistance, please feel free to contact your OSHA District Manager.

ABATEMENT CERTIFICATION

STATE OF NEVADA

Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration
4600 Kietzke Lane, Bldg. F-153
Reno NV 89502
Phone: (775) 688-3700 Fax: (775) 688-1378

Q&D CONSTRUCTION, INC.
1050 S. 21st Street
Sparks, NV 89431

The hazard referenced in Inspection Number 1187946 for the violation identified as Citation ____, Item ____ was corrected on (date) _____ by the following action(s):

The hazard referenced in Inspection Number 1187946 for the violation identified as Citation ____, Item ____ was corrected on (date) _____ by the following action(s):

The hazard referenced in Inspection Number 1187946 for the violation identified as Citation ____, Item ____ was corrected on (date) _____ by the following action(s):

The hazard referenced in Inspection Number 1187946 for the violation identified as Citation ____, Item ____ was corrected on (date) _____ by the following action(s):

The hazard referenced in Inspection Number 1187946 for the violation identified as Citation ____, Item ____ was corrected on (date) _____ by the following action(s):

I attest that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement activities described in this certification.

Signature

Typed or Printed Name

STATE OF NEVADA
Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration
4600 Kietzke Lane, Bldg. F-153
Reno NV 89502
Phone: (775) 688-3700 Fax: (775) 688-1378



NOTICE TO EMPLOYEES OF INFORMAL CONFERENCE

An informal conference has been scheduled with OSHA to discuss the citation(s) issued on 11/30/2016.

The conference will be held at the OSHA office located at 4600 Kietzke Lane, Bldg. F-153, Reno, NV

89502 On _____ at _____. Employees and/or representatives of employees have a

right to attend an informal conference.

STATE OF NEVADA
Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration

RECEIVED

FEB 14 2017

Q & D Construction



4600 Kietzke Lane, Building F, Suite 153
Reno NV 89502
Phone: (775) 688-3700 Fax: (775) 688-1378

Inspection Number: 1200372
Inspection Date(s): 01/03/2017-01/04/2017
Issuance Date: 02/13/2017

Citation and Notification of Penalty

Company Name: Q & D CONSTRUCTION, INC. and its successors
Inspection Site: 600 Hawco Ct. Spanish Springs, NV 89441

Citation: 1 Item: 1 Type of Violation: Regulatory Notices

Nevada Administrative Code 618.505(1): The general contractor or owner, if there is no general contractor, of a construction project shall, before commencing construction on the project, give written notice to the Chief which sets forth the height, square footage, type of construction, total cost of construction and location of the project.

The employer failed to submit a Regulated Construction Project Notification Form to Nevada OSHA prior to commencing construction on the project, Clausen Quality Coating facility. The construction project's total cost was \$13,000,000, and the total size was 135,000 square feet, reaching heights up to 65 feet. Construction began on the site November 30, 2016, with submission of the required documents on December 9, 2016.

ADI: The Regulated Construction Project Notification Form was submitted December 9, 2016. A meeting with NVOSHA was conducted on 01/04/17.

~~Date By Which Violation Must be Abated: "Abated During Inspection"~~
~~Proposed Penalty: \$900.00~~

Chris C. Davis
District Manager Northern Nevada

STATE OF NEVADA

Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration
4600 Kietzke Lane, Bldg. F-153
Reno NV 89502
Phone: (775) 688-3700 Fax: (775) 688-1378



**INVOICE/
ABATEMENT NOTICE REMINDER**

Company Name: Q & D CONSTRUCTION, INC. and its successors
Inspection Site: 600 Hawco Ct. Spanish Springs, NV 89441
Issuance Date: 02/13/2017

Summary of Penalties for Inspection Number: 1200372

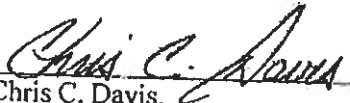
Citation: 1 Item: 1 . Regulatory Notices	\$900.00
TOTAL PROPOSED PENALTIES:	\$900.00

To avoid additional charges, please remit payment promptly to this District Office for the total amount of the uncontested penalties summarized above. Make your check or money order payable to: "DIR-OSHA". Please indicate the Inspection Number (indicated above) on the remittance.

OSHA does not agree to any restrictions or conditions or endorsements put on any check or money order for less than full amount due, and will cash the check or money order as if these restrictions, conditions, or endorsements do not exist. If, however, payment is for portions uncontested, please note which items are being paid directly on this invoice and return it with your remittance.

In extraordinary cases where payment of a penalty places an extreme burden on the employer, the Administrative Assistant III should be contacted regarding an alternate method of payment. Otherwise, if payment is not received once your time to contest has lapsed and the assessed penalties are deemed a final order of the Occupational Safety and Health Review Board, OSHA will have no alternative but to refer this matter to our legal counsel.

In addition, for violations you do not contest, you should promptly notify the District Manager, by letter, that you have corrected the cited conditions by the abatement date set in the citation.


Chris C. Davis,
District Manager Northern Nevada

2/9/17
Date

STATE OF NEVADA

Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration
4600 Kietzke Lane, Bldg. F-153
Reno NV 89502
Phone: (775) 688-3700 Fax: (775) 688-1378



Citation and Notification of Penalty

To:
Q & D CONSTRUCTION, INC.
and its successors
1050 S. 21st Street Sparks, NV 89431

Inspection Number: 1200372
Inspection Date(s): 01/03/2017-01/04/2017
Issuance Date: 02/13/2017
CSHO ID: 116360

Inspection Site:
600 Hawco Ct.
Spanish Springs, NV 89441

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

To the Reader - The Nevada Occupational Safety and Health Act was created in order to "assure so far as possible every working man and woman in the State safe and healthful working conditions". OSHA is expending every effort to make this goal a reality, but we cannot do it without your continuing help and support. Therefore, we are providing you with this information so that you can help us help you. This information is also designed to explain the options available to you and is part of our ongoing program to promote cooperation among labor, management, and government.

Employer Rights and Responsibilities - An inspection of your workplace was recently conducted in accordance with the Nevada Occupational Safety and Health Act (Chapter 618, Nevada Revised Statutes). The inspection revealed conditions which we believe to be in violation of the Act. The detailed nature of the violation(s) and the penalty(ies) are described in this Citation and Notification of Penalty. The items listed on the citation were discussed generally with your representative by the Occupational Safety and Health Administration (OSHA) Compliance Safety and Health Officer (CSHO). The following passages contain important information regarding your responsibilities and opportunities to respond to this notice. Please refer to the inspection number, located in the upper right-hand corner of these documents, in all correspondence.

The information relevant to the conditions found were evaluated by the CSHO's supervisor and it was determined that the violation(s) do(es) exist(s), and you have been issued this Citation and Notification of Penalty which explains in detail the exact nature of the violation(s) and any associated penalty(ies). For each apparent violation found during the inspection, the CSHO discussed with you the following:

- ◆ Nature of the violation;
- ◆ Possible abatement measures which you may take to correct the violative conditions;
- ◆ Possible abatement dates you may be required to meet; and
- ◆ Possible penalties.

The CSHO is a highly trained professional who can help you recognize and evaluate hazards, as well as suggest appropriate methods of correcting violations. To minimize employee exposure to possible hazardous conditions, abatement efforts should always begin as soon as possible.

The following general information defines the types of violations:

Willful: A Willful violation is defined as a violation in which either: (1) the employer committed an intentional and knowing violation of the Act, or (2) the employer knew that a hazardous condition existed and made no reasonable effort to eliminate it.

Serious: A Serious violation exists when the workplace hazard could cause an accident or illness which would most likely result in death or serious physical harm, unless the employer did not know or could not have known with reasonable diligence of the violation.

Repeat: An employer may be cited for a Repeat violation if that employer has been cited previously for a substantially similar condition and the citation has become a Final Order of the Nevada Occupational Safety and Health Review Board. A citation is currently viewed as a Repeat violation if it occurs within 5 years either from the date that the earlier citation become a Final Order or from the final abatement date, whichever is later.

For purposes of determining whether a violation is repeated the following criteria generally apply:

1. **Fixed Establishments:** Citations issued to employers having fixed establishments (such as factories, terminals, and stores) are not normally limited to the cited establishment. A multifacility employer, for example, can be cited for a Repeat violation if the violation recurred at any plant statewide and if a citation is obtained and reveals a repeated violation.

2. **Non fixed Establishments:** For employers engaged in businesses having no fixed establishments (such as construction sites), Repeat violations are alleged based on prior violations occurring anywhere, and at any of the employer's identified establishments statewide, based on employer history.

Other-Than-Serious: An Other-Than-Serious violation is defined as a situation in which the most serious injury or illness that would likely result from a hazardous condition cannot reasonably be predicted to cause death or serious physical harm to exposed employees, but does have a direct and immediate relationship to their safety and health.

Failure to Abate: A Failure to Abate violation exists when the employer has not corrected a violation for which OSHA has issued a citation and the abatement date has passed or is covered under a Settlement Agreement. A Failure to Abate also exists when the employer has not complied with interim measures involved in a long-term abatement within the time given.

This Citation and Notification of Penalty describe violations of the Nevada Occupational Safety and Health Act of 1973. The penalty(ies) listed herein is (are) based on these violations. You must abate the violations referred to in this Citation by the date(s) listed and pay the penalty(ies) proposed, unless within 15 working days (excluding weekends and legal holidays) from your receipt of this Citation and Notification of Penalty, you mail a notice of contest to OSHA at the address on page 1. **OSHA must receive your Notice of Contest by 5:00 P.M. Pacific Standard Time (PST) on the 15th working day.** Issuance of this Citation does not constitute a finding that a violation of the Act has occurred unless there is a failure to contest as provided for in the Act or, if contested, unless this Citation is affirmed by the Nevada Occupational Safety and Health Review Board or a court.

Q & D CONSTRUCTION, INC. AND AFFILIATED COMPANIES

CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2017 AND 2016

CONFIDENTIAL

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 4,408,352	8,625,270
Contract receivables, net	40,936,490	38,591,223
Retentions receivable	9,464,799	7,083,439
Other receivables	37,031	-
Costs and estimated earnings in excess of billings	2,191,691	2,851,633
Inventory	139,351	119,141
Prepaid expenses	303,269	263,390
Note receivable	-	276,760
Current portion of related party receivables	631,390	113,778
Total current assets	<u>58,112,373</u>	<u>57,924,634</u>
Property and equipment, net	31,873,821	31,356,451
Deposits	4,808	196,478
Related party receivables, net of current portion	-	225,000
Other assets	4,727,412	4,936,952
Total assets	<u>\$ 94,718,414</u>	<u>94,639,515</u>

LIABILITIES AND OWNERS' EQUITY

Current liabilities		
Accounts payable	\$ 22,073,817	24,732,337
Retentions payable	4,772,671	4,162,926
Accrued expenses	440,779	583,087
Billings in excess of costs and estimated earnings	6,598,788	7,365,243
Related party payable	-	118,481
Current portion of long-term debt	2,779,627	3,417,208
Current portion of deferred compensation liability	4,588,168	347,521
Total current liabilities	<u>41,253,850</u>	<u>40,726,803</u>
Long-term debt, net of current portion	3,188,792	4,943,990
Deferred compensation liability, net of current portion	-	1,390,083
Total liabilities	<u>44,442,642</u>	<u>47,060,876</u>
Owners' equity		
Common stock	9,617,334	9,617,334
Additional paid-in capital	5,242,200	5,242,200
Retained earnings	8,238,468	4,992,191
Members' equity	22,271,954	22,362,548
Non-controlling interest in affiliate	4,905,816	5,364,366
Total owners' equity	<u>50,275,772</u>	<u>47,578,639</u>
Total liabilities and owners' equity	<u>\$ 94,718,414</u>	<u>94,639,515</u>

See accompanying notes to the consolidated financial statements.

Q & D CONSTRUCTION, LLC AND AFFILIATED COMPANIES

CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2018 AND 2017

CONFIDENTIAL

ASSETS

	2018	2017
Current assets		
Cash and cash equivalents	\$ 14,172,499	4,408,352
Contract receivables, net	29,493,651	40,936,490
Retentions receivable	9,809,739	9,464,799
Other receivables	15,749	37,031
Costs and estimated earnings in excess of billings	5,961,677	2,191,691
Inventory	123,036	139,351
Prepaid expenses	476,675	303,269
Current portion of related party receivables	1,783,276	631,390
Total current assets	61,836,302	58,112,373
Property and equipment, net	33,150,488	31,873,821
Deposits	4,808	4,808
Related party receivables, net of current portion	275,000	-
Other assets	4,523,447	4,727,412
Total assets	\$ 99,790,045	94,718,414

LIABILITIES AND OWNERS' EQUITY

Current liabilities		
Accounts payable	\$ 24,428,193	21,448,301
Retentions payable	6,203,333	4,772,671
Accrued expenses	406,751	440,779
Billings in excess of costs and estimated earnings	5,640,140	6,598,788
Related party payable	471,232	625,516
Current portion of long-term debt	3,648,229	2,779,627
Deferred compensation liability	-	4,588,168
Total current liabilities	40,797,878	41,253,850
Long-term debt, net of current portion	3,913,756	3,188,792
Total liabilities	44,711,634	44,442,642
Owners' equity		
Common stock	-	9,617,334
Additional paid-in capital	-	5,242,200
Retained earnings	-	8,238,468
Members' equity	50,958,836	22,271,954
Non-controlling interest in affiliate	4,119,575	4,905,816
Total owners' equity	55,078,411	50,275,772
Total liabilities and owners' equity	\$ 99,790,045	94,718,414

See accompanying notes to the consolidated financial statements.



Lance Semenko, COO, Owner, Principal

Lance's Role on your Project

On your project, Lance's role is to assure client satisfaction and guide the team toward meeting your project's goals. He contributes his past experience to constructability and value engineering reviews. He is a resource for the client throughout the project, staying in close contact. Lance statuses projects on a weekly basis with the division VP's, project managers and estimators.

Experience

24 Years of Industry Experience **20** Years with Q&D

Education/Certification

BS Business Management, University of Nevada, Reno

Project Expertise



Collaborative Delivery



Land Development



Structures



Community Involvement

Project Experience

Lance Semenko is the Chief Operating Officer (COO) of Q&D, overseeing day-to-day operations of the company. He reports directly to the firm's CEO & president on matters of company management, strategy and operations. He applies company policy to critical decisions. His leadership style encourages innovation and employee initiative in the execution of Q&D projects, internal initiatives, and safety excellence.

Throughout the project he will connect with clients to ensure teams are meeting their goals for safety, quality, budget and schedule.

Biography

Lance began his career with Q&D nearly 25 years ago as a laborer, working his way up to estimator /project manager, and chief estimator before becoming senior vice president of Q&D's Heavy/Civil Division. Lance's management style is collaborative. His ability to train and inspire his team has made him successful in managing complex, diverse projects and makes him an excellent leader.

No stranger to challenging schedules, Lance worked together with the developer at Legend's at Sparks Marina to value engineer the sitework and infrastructure on the \$100-million shopping destination to ensure completion of pads and roads in time for key tenants on the CM at Risk project. Most recently as Senior VP of Q&D's General Engineering department, he guided all the infrastructure work at Northstar for the Ritz-Carlton Highlands Lodge, a CM at Risk project that included \$75-million in road construction and foundation work built at elevation, on tight timelines, and under EPA and TRPA regulation.

Lance's leadership activities include the AGC Board of Directors, the Committee for Excellence in Education, the Board of Directors for The Chamber (formerly Reno-Sparks Chamber of Commerce), a Board Member Reno-Tahoe Winter Games Coalition and Board Member of the Boys and Girls Club of Truckee Meadows. Lance is also a volunteer for Sparks Little League, Sparks Babe Ruth, Reno Ballers basketball and Pop Warner football.



Jeff Bean, VP - Heavy/Civil, Project Executive

Jeff's Role on your Project

Jeff will oversee all personnel and activities at all stages of planning and construction. He will be responsible at a high level for the implementation of all team processes and procedures as well as stakeholder outreach, design management, quality assurance and control, manpower resources, estimating and pricing, environmental management and all other aspects of project planning and construction management. Jeff checks progress and cost status regularly to ensure the Q&D team stays on schedule, complies with requirements and exceeds the client's expectations.

Experience

18 Years of Industry Experience **15** Years with Q&D

Education/Certification

BS Civil Engineering; MS Business Administration, University of Nevada, Reno

Project Expertise



Collaborative Delivery



Pipelines and Utilities



Environmental Regulations



Roadways

Project Experience

Jeff has been managing large-scale, complex heavy/civil projects for many years. As Vice President, he guides the Heavy/Civil Division, overseeing activities related to:

- Alternative delivery methods (CMAR, Design-Assist-Build, Design-Build)
- Large \$ volume projects
- Projects covering large acreage
- Projects with multiple stakeholders and community involvement
- Procurement and construction of concrete structures
- Work on environmentally sensitive projects
- Award-winning projects
- Partnering award projects
- Innovative approaches to technical challenges (Jeff is a US patent-holder for construction equipment)
- Leading large teams to successful outcomes

Project Experience

Carson City Streetscape Improvements CMAR, Carson City, NV. Jeff was the project executive and VP - Heavy/Civil for this \$8,300,000 project to replace aging utilities, expand sidewalks and add plazas and pedestrian amenities in the busy central business area, State capitol and government district. Jeff helped coordinate the partnering effort and oversaw the team to ensure compliance with contractual obligations and overall client satisfaction.

Virginia Street Bridge Replacement, Reno, NV. Jeff was the project executive and VP - Heavy/Civil on the \$18,000,000 replacement of this historic bridge in downtown Reno. Jeff led the team that brought forward an innovative "bridge slide" approach to construct the new structure adjacent to the river and push it into place. This helped mitigate impacts on business owners, saved money for the client and reduced project risk in addition to saving 8 months from the overall project schedule.

Golden Eagle Regional Park, Sparks, NV. Jeff was instrumental as the project manager, guiding the technical aspects of the largest turf installation in the country, and assisted the design team in identifying 3.2% value engineering savings after the start date on the \$22,000,000 award-winning project.

Highlands View Road, Northstar at Tahoe, Truckee, CA. Jeff guided much of the challenging \$38,000,000 scope of work for Highlands View Road, an award-winning project that provided mountain access to the Ritz-Carlton Lake Tahoe site. Crews installed utilities, graded, paved, set multiple bridges and binwalls while Q&D vertical building crews used the route for material hauling during the Ritz's construction. All while keeping Northstar resort safe and open for tourist use and complying with regional restrictions for site disturbances.



Kevin Linderman, VP - Operations / Project Exec

Kevin's Role on your Project

As project executive, Kevin will oversee your project at all stages of planning and construction. He will be responsible at a high level for the implementation of all team processes and procedures as well as stakeholder outreach, design management, quality assurance and control, manpower resources, estimating and pricing, environmental management and all other aspects of project planning and construction management. Kevin checks progress and cost status regularly to ensure the Q&D team stays on schedule, complies with requirements and exceeds the client's expectations.

Experience

16 Years of Industry Experience 10 Years with Q&D

Education/Certification

BS Construction Management, Oregon State University

Project Expertise



CMAR Delivery



Business Partnering



Fast-track Schedules



Road Reconstruction

Project Experience

VP - Operations for Q&D Construction. Kevin oversees all aspects of Q&D's fleet of equipment and trucks including purchasing, maintenance, scheduling, mechanics, and truckers. He also oversees the small tools program and both of Q&D's equipment yards. Kevin manages the deployment of the mobile hot plant and large-scale crushing operations at multiple locations. A long-time project manager for heavy/civil, he often leads major estimating efforts and is Q&D's project executive for large-scale projects like the \$40,000,000 I-80 Keystone-to-Stateline paving project.

Mayberry Drive Reconstruction, Reno, NV. Kevin ran this \$2,200,000 complex reconstruction that involved maintaining paved traffic and access for thousands of residents and their local businesses. This major arterial feeds McCarran and also Keystone.

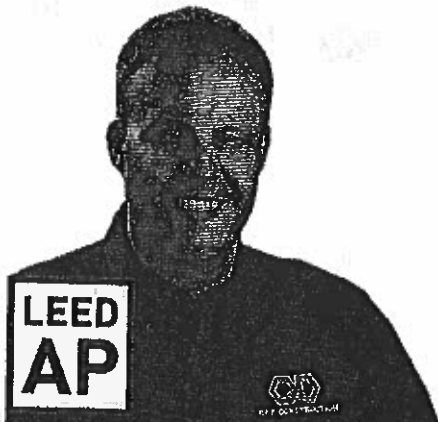
Relevant Project Experience

Moana Lane Widening, Reno, NV. Kevin oversaw this \$9.3 million project to modernize and widen Moana Lane, an east-west arterial and freeway feeder, west of I-580 in Reno. Work included revising several major intersections and widening lanes in front of many local businesses. The project was successful because the team strategized to finish the work six weeks early to reduce construction impacts and also kept the public well informed with a PI campaign throughout the project.

Pyramid Way Reconstruction NDOT 3348, Sparks, NV. Kevin managed this \$1,900,000 modification of the roadbed between C Street and McCarran Blvd. Q&D proposed and NDOT approved marathon weekend work to condense the schedule to reduce the impact on local businesses and traveling public, for this arterial feeder to I-80 and Victorian Square area. The project won an AGC Pinnacle award for its PI campaign.





Sparks Consolidated, Sparks, NV. On this \$4,200,000 complete reconstruction of city streets including sewer and water systems, Kevin provided logistical input and constructability solutions. As a result, the project was phased so that it did not impact businesses..

Idaho Street Rehabilitation, Elko, NV. Kevin was the project manager on this \$11,000,000 roadbed modification and concrete flatwork replacement for the main street running through the City of Elko. Businesses and residents had not seen a major construction project on their street in 20 years. Q&D instituted a communication program that kept everyone well-informed. The project, which included extensive business outreach and received overwhelming local support, won an AGC Pinnacle merit award for meeting the challenges of a difficult project.



Tobin Basta, LEED A.P.
Project Executive, VP - Building Group

Expertise

-  CMAR
-  New Facilities
-  Excavation & Shoring
-  Public Works Projects

17 Years of Industry Experience
8 Years with Q&D
8 Years of CMAR Experience

M.S. Civil Eng & Construction Management, U.C. Berkeley; B.A. English, University of Colorado

Experience

Vice President, Building Division, Q&D Headquarters, Sparks, NV. Toby oversees all management activities in the preconstruction and construction departments of the Building Division of Q&D, bringing his professional approach to multiple Q&D CMAR projects.

N. Nevada Regional Housing Authority Richards Crossing Veterans Housing CMAR, Carson City, NV. Toby is the VP-Building and project executive for this 39-unit, \$5,000,000 facility for the NNRHA to provide free housing for homeless veterans.

Washoe County Medical Examiners Office CMAR, Reno, NV. Toby is the VP-Building and project executive on this 20,000-square-foot, \$10,700,000 state-of-the-art morgue, autopsy and crime lab facility for the ME, currently under construction.

Truckee Meadows Community College WN Pennington Health Science Center CMAR, Reno, NV. Toby was the VP-Building for this \$7,800,000, 16,000-square-foot facility that houses the Maxine Jacobs Nursing School along with veterinary and other health science teaching facilities. The highlight of the project is a 4,200-square foot simulation of a hospital ward w/critical care rooms.

Hug High School Signature Academy CMAR, Reno, NV. In order to expand signature academy teaching capabilities to include culinary arts and sports medicine, the WCSO commissioned this addition and renovation to Hugh High School. Toby

is the VP-Building and project executive, helping guide the team through completion

E. L. Wiegand Fitness Center CMAR, Reno, NV. Toby is the VP-Building and project executive on this 108,600-square-foot, 5-story workout, training and sports play facility for the University of Nevada, Reno. The facility, with soaring atriums, expansive views and contemporary design, is currently under construction.

Northern Nevada Veterans Home CMAR, Reno, NV. As VP-Building, Toby contributed his technical knowledge to the value engineering strategies and constructability reviews for the preconstruction on this CMAR \$40,000,00 project for the State Public Works Board.

Churchill High School Auxiliary Gymnasium CMAR, Reno, NV. Toby was the project executive and VP-Building on this \$4,580,000 project to bring a new practice and tournament gymnasium/work-out space to Churchill High School.

SCHEELS, Rochester, MN. Toby was the project executive and VP-Building on this \$12,000,000 expansion of an existing Sears store to accommodate a smaller version of the SCHEELS flagship model store. Toby drew on his past experience as project manager for two 220,000-square-foot SCHEELS (in UT and MN to help ensure excellent service and reduce costs.



Rob Bagley, General Superintendent

Rob's Role on your Project

Rob provides technical overview during preconstruction and field oversight during construction. Prior to the project start, he develops schedules, reviews constructability and plans logistics. During construction, he coordinates job start-ups with project leaders, ensures the project meets objectives, and provides technical solutions to project challenges. Roy is well versed in environmental requirements of state and local regulatory agencies in Nevada and California.

Experience

28 Years of Industry Experience **21** Years with Q&D

Education/Certification

Journeyman Operating Engineers, Local 3; OSHA 30-Trained

Project Expertise



Collaborative Delivery



Roadways



Fast-track Schedules



Pipelines and Utilities

Project Experience

NDOT SR 28 and 431 Round-a-bout, #3171, Incline Village, NV. Rob was the general superintendent on this project that included erosion control and road reconstruction as well as revised traffic flow. He managed the field operations including helping with an innovative strategy to revise traffic control to mitigate traveler impacts with buy-in from the local business community and visitor's authority.

Virginia Street Bridge Replacement, Reno, NV. Rob was the general superintendent on this \$18,000,000 replacement of this historic bridge in downtown Reno. Rob helped implement an innovative "bridge slide" approach to construct the new structure adjacent to the river and push it into place. This helped mitigate impacts on business owners and reduce project risk in addition to saving 8 months from the overall project schedule.

Project Experience

Carson City Streetscape Improvements CMAR, Carson City, NV. Rob is the general superintendent on this \$8,300,000 project to replace aging utilities, expand sidewalks and add plazas and pedestrian amenities in the busy central business area, State capitol and government district. The project includes coordinating with local business to ensure "business-as-usual" during construction.

NDOT Kings Beach Commercial Core Improvements CMAR, Kings Beach, CA. Rob was the general superintendent on this \$22,150,000 project to add sidewalks and enhance street activation in the main business district of Kings Beach. The project won several awards for engineering as well as a International Partnering Institute award, an NDOT partnering award and an AGC Pinnacle award for meeting the challenges of a difficult project.

Carlin Tunnel Rehabilitation CMAR, Elko, NV. Rob was the general superintendent on this \$32,000,000 award-winning reconstruction of roadway pavement on each side of the tunnel bores and tunnel rehabilitation. He implemented innovative value engineering solutions to save the project costs. The project won an IPI Partnering award and an AGC Pinnacle award.

Idaho Street Rehabilitation, Elko, NV. Rob was the general superintendent on this \$11,000,000 roadbed modification and concrete flatwork replacement for the main street running through the City of Elko with many side-to-side, storefront businesses. It won an AGC Pinnacle Merit award for meeting the challenges of a difficult project.



Michael Ochs, Safety Manager

's Role on your Project

Michael is responsible for developing the team's project-specific site safety. He will work closely with the managers and superintendent to develop the site logistics plan, which will integrate safety into all aspects of the work. As the team's safety manager, Michael oversees the traffic control manager. The traffic control manager and all traffic control supervisors that work on all Q&D projects are certified by the ATSSA as Work Zone Safety Supervisors.

Experience

18 Years of Industry Experience **3** Years with Firm

Education

A.A.S Occupational Safety and Health, Columbia Southern University



OSHA 510
Trained



Emergency
Medical
Technician



NIMS Incident
Command
Trained



Environmental
Management
Trained

Safety Training and Certifications

- Nationally Certified Emergency Medical Technician; NREMT #E3370351, NIVEMT # 77400
- OSHA 510-Trained; Construction Safety Standards
- 30-Hr OSHA Construction Safety Outreach Trained
- DHS/FEMA National Incident Management (NIMS) Incident Command Trained
- Confined Space Entry & Rescue Trained
- USACE Environmental Quality Sampling Trained
- 40-Hr Hazardous Waste Site Operations and Emergency Response Training
- Biohazard Medical Waste Specialist
- First Aid and CPR Trained
- DOE Radiation Worker II Trained
- Trained in Mold Assessment and Remediation in Buildings
- Certified Asbestos Worker (Section 206 of TSCA Title II - AHERA)

Relevant Experience

Safety Manager, Q&D Construction, Nevada and California Operations. As the corporate safety manager, Michael is responsible for training, compliance, inspection and incident investigation for all Q&D projects. Michael is a member of the safety review board which accepts input from employees, coordinates risk management plans with insurance and safety industry consultants, updates the corporate safety plan and hosts quarterly safety meetings. As an OSHA trainer, Michael provides orientation and ongoing training to employees. As an EMT and a volunteer firefighter/EMT for Lyon County, Michael led the implementation of Q&D's first-responder training for field supervisors.

Tesla Gigafactory, Sparks, NV. Michael was the health and safety leader for the contractor overseeing the early stages of the Gigafactory construction. He reviewed the safety plans and implementation of all subcontractors in addition to developing the site safety plan, accident prevention and emergency action plans for the general contractor.

Prior experience. Michael is a highly-trained professional with over 25 years of knowledge about hazard communication, worker safety, public safety, crisis communication and environmental management. He is an EMT and volunteers for the Lyon County Fire Protection District. He has considerable experience managing health and safety including:

- Compliance with regulatory standards
- Logistics and hazard communication planning and implementation
- Orientation and on-boarding for employees
- Law enforcement and first responder coordination
- Hazardous material identification/removal



Brian Graham, Project Manager/Estimator

Brian's Role on your Project

During preconstruction, Brian leads the creation of the schedule and logistics plans, researches and understands permitting and approval requirements, nails down all regulatory issues with the team to understand their potential effect on the construction phase, works out logistical options with the general superintendent and contributes to value engineering and constructability solutions for your project. For projects moving into construction, he will create project-specific processes and procedures for quality, safety and environmental compliance.

Experience

11 Years of Industry Experience 9 Years with Q&D

Education/Certification

Coursework, University of Nevada, Reno,
Business Administration

Project Expertise



Collaborative
Delivery



Roadways



Wetlands &
Environment



Pipelines and
Utilities

Project Experience

Kingsbury Grade Reconstruction CMAR, Douglas Co., NV. Brian's experience with managing complex, phased road and plant projects is benefiting the CMAR team working on these improvements to erosion control, roadways and drainage along major highways adjacent to Lake Tahoe. Brian is the preconstruction manager, guiding the project through schedule planning and bidding. The project is worth approximately \$14,500,000.

Stateline-to-Stateline Bike Path Phase 1C CMAR, NV. Brian led the preconstruction and construction management of this \$1,400,000 CMAR project to add and improve bicycle and pedestrian access around the Nevada side of Lake Tahoe.

RTC Greg Street Rehab Phase I, Sparks, NV. As estimator and project manager for this \$2,000,000 roadway reconstruction project, Brian oversaw curb and gutter repairs, storm-drain improvements, CTB and paving work.

Project Experience

Virginia Street Bridge Replacement, Reno, NV. Brian was the project manager on this \$18,000,000 replacement of this bridge in downtown Reno. Brian's team in partnership with the City of Reno, shaved 8 months off the project schedule to mitigate impacts on business owners and reduce project risk. The rapport the team developed with the community and nearby businesses was crucial to project success as was careful staging and coordination with regulatory authorities and agencies.

Glendale Water Treatment Intake Improvement, Sparks, NV. Successful construction of this complex project required coordination with two environmental consultants, the Army Corp of Engineers, and numerous local and regional government agencies to divert the one of the most heavily regulated rivers on the west coast. Brian and his team worked seamlessly with all entities to ensure the project was successful for everyone. The project won ENR's SW Contractor Best of 2012 Award in the Civil category.

Silver Springs Water Treatment Plant, Silver Springs, NV. Brian led our team through the final stages of construction on this \$2,282,000 water filtration facility that features 4,000 sf of metal building, 6 skid-mounted arsenic filters, and controls.

Herlong Transmission Mains and Pump Station, Herlong, CA. Brian oversaw all aspects of estimating and construction on this Herlong PUD facility that included 13,000 lineal feet of water transmission main, a 510,000 gallon welded-steel tank and a booster pump station.

TMWA 2009 Main Replacement, Reno, NV. Brian led the estimating and project management teams on this \$4,600,000 project to replace 12,000 feet of water main and services. The work included two river crossings that replaced transmission mains under the Truckee River.



Q&D CONSTRUCTION

est. 1964

HEALTH AND SAFETY PROGRAM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

March 8, 2018

To All Employees:

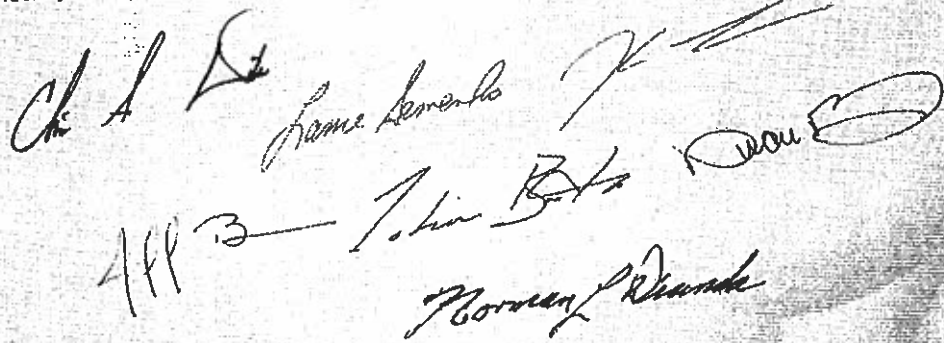
You are our top priority. Without you, the hammers are silent, the earth is still, and the buildings don't rise. There is no more valuable aspect of Q&D than the lives of the people that bring the skill, integrity and quality to our jobsites every day.

To make certain every employee goes home safely to his or her family every night, we urge you to read, understand and embrace all elements in our Health & Safety Program. The Q&D Board of Directors, our vice presidents, our safety team and the Dianda family firmly believe that all accidents are preventable.

Please do your part to ensure every individual on a Q&D job site understands that he or she is responsible for his or her own safety and the safety of fellow employees. All work at Q&D must be done in a safe manner. The first priority for every employee is to consider all reasonable methods, procedures and equipment necessary to maintain incident-free jobsites.

Our safety team and safety committee members took great care in reviewing and updating this document to make sure all Q&D employees had the knowledge necessary to make our job sites as safe as possible. It's your job to make sure your team has the safety information they need. Use the material in this document to clarify safety issues with them and get with our safety team anytime you need their assistance clarifying anything in this document.

Sincerely,



Chris A. Dianda, CEO & Vice Chairman
Lance Semenko, President
Jeff Bean, VP - Heavy/Civil
Duane Boreham, VP - Aviation
Tobin Basta, VP - Building
Kevin Linderman, VP - Operations
Norman L. Dianda, Founder, Chairman of the Board

FOREWORD

The following information provided outlines the Q&D Corporate Health & Safety Program.
A copy of the corporate Health & Safety Program will be issued to each Q&D Superintendent and Foreman, and made available to all employees.

Employees at all levels must ensure that the standards contained in the Q&D Corporate H&S Program are followed in addition to all applicable codes and local government regulations.

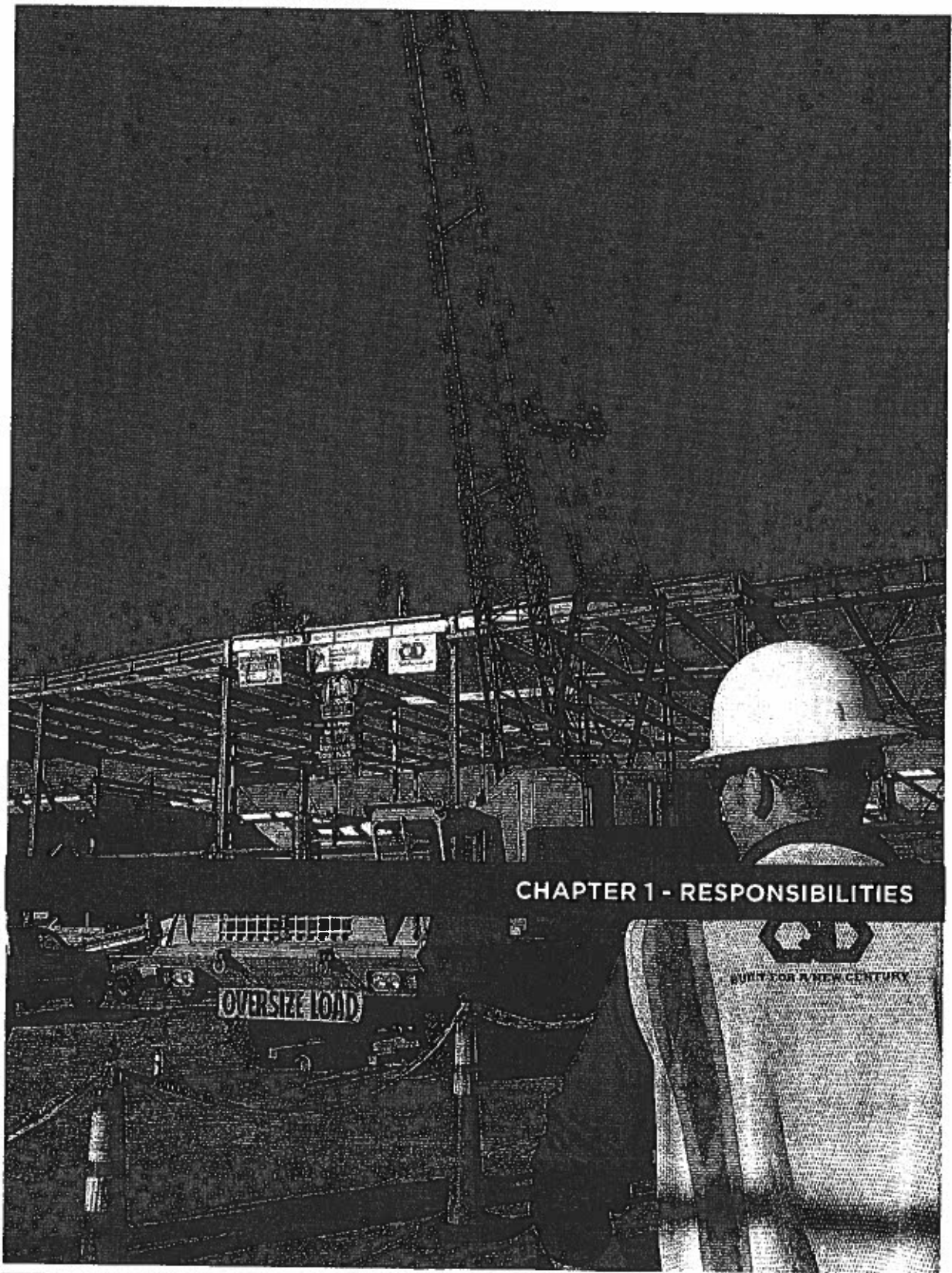
When government or owner standards exceed our corporate standards, the more stringent shall apply.

Q&D and subcontractor employees at all levels have specific responsibilities outlined in this program. In certain instances these responsibilities may be delegated to other qualified personnel. However, accountability for compliance IS NOT transferable.

TABLE OF CONTENTS

1.	HEALTH & SAFETY RESPONSIBILITIES	8
2.	CODE OF CONDUCT	18
3.	PERSONAL PROTECTIVE EQUIPMENT.....	26
4.	MAINTENANCE.....	50
5.	EMPLOYEE EDUCATION.....	54
6.	INSPECTIONS.....	60
7.	INVESTIGATIONS	64
8.	COMMUNICATION.....	68
9.	EMPLOYEE HEALTH.....	72
10.	HAZARD COMMUNICATION PROGRAM:.....	76
11.	INDOOR AIR QUALITY.....	88
12.	EMERGENCY RESPONSE PLANNING.....	92
13.	SECURITY	96
14.	THEFT AND VANDALISM PREVENTION.....	100
15.	VEHICLE ACCIDENT PREVENTION	104

|
|
|
|
|
|
|
|
|
|
|
|
|



CHAPTER 1 - RESPONSIBILITIES

1. HEALTH & SAFETY RESPONSIBILITIES

1.1 SENIOR MANAGEMENT HEALTH & SAFETY RESPONSIBILITIES

Senior management responsibilities for Health & Safety include:

- 1.1.1 Providing and endorsing a current written Corporate H&S Program.
- 1.1.2 Supporting the efforts taken to ensure program success.
- 1.1.3 Ensuring the H&S Program is periodically measured, reviewed and modified as required to meet corporate and regulatory requirements.

1.2 SAFETY DIRECTOR H&S RESPONSIBILITIES

The Safety Director is responsible for the development and implementation and periodic measurement of the Corporate Health & Safety Program. Responsibilities for Health and Safety include:

- 1.2.1 Reporting directly to Senior Management.
- 1.2.2 Drafting and recommending H&S Program to Senior Management
- 1.2.3 Promoting compliance with sound H&S practices and to encourage full participation in corporate initiatives.
- 1.2.4 Developing and implementing a comprehensive system for reporting, investigating and documenting accidents and incidents. Investigating serious accidents, as well as near misses with the potential to cause injury or death. Investigations may also include harassment allegations or workplace violence claims.
- 1.2.5 Leading and coaching project superintendents/foremen within their areas of responsibility.
- 1.2.6 Establishing methods and procedures for correcting unhealthy and unsafe conditions and work practices.
- 1.2.7 Oversees company wide security issues.
- 1.2.8 Handling all worker claims with the appropriate insurance agencies
- 1.2.9 Implementing and managing Q&D's Return To Work Program for injured workers

1.2.10 Maintains record of Jobsite Inspections, recommends corrective action, and provides Senior Management with weekly reports

1.2.11 Leads Health & Safety Committee

1.2.12 Provides H&S statistical data to Senior management.

1.2.13 Administers Health & Safety recognition Program

1.2.14 Meets with and assists government officials who inspect jobsite safety

1.3 ASSISTANT SAFETY DIRECTOR HEALTH & SAFETY RESPONSIBILITIES

The Assistant Safety Director is responsible for identifying and implementing employee training. Responsibilities for Health and Safety include:

1.3.1 Conducting Employee Health & Safety Orientation for all new employees and those employees re-hired after a six month absence.

1.3.2 Manages Q&D's Anti-Drug & Alcohol Program, reports results to Senior management when required.

1.3.3 Schedules and participates in project safety inspections with AGC and insures Loss Consultants.

1.3.4 Co-Chairs the Health & Safety Committee.

1.3.5 Maintaining the Hazard Communication Program. Ensures current MSDS books are available to all employees.

1.3.6 Conducts project security inspections to ensure Q&D's equipment and tools are secured. Makes arrangements for project security when directed by Safety Director or Senior management.

1.4 PROJECT SUPERINTENDENT RESPONSIBILITIES

The Project Superintendent responsibilities for Health and Safety include:

1.4.1 Implements the Corporate H&S Program and to clearly communicate to all project staff, workers and subcontractors, applicable responsibilities and specific duties to all.

1.4.2 Enforcing all corporate H&S standards, applicable regulations, laws and codes.

1.4.3 Performs OSHA 10 hour or OSHA 30 hour card checks daily; notes on safety meeting sign in sheet. Employees who do not have card in their possession are not allowed to work until card is produced.

1.4.4 Ensuring Q&D and all subcontractors conduct daily or weekly safety meetings, and documentation is forwarded to the Safety Department.

- 1.4.5 Ensuring that health, safety and environmental hazards are managed at all times. When this is not possible, he/she will ensure that work is immediately stopped until appropriate corrective measures are taken.
- 1.4.6 Performing ongoing safety inspections of the project.
- 1.4.7 Providing proper and safe tools/equipment to include necessary personal protective equipment.
- 1.4.8 To take seriously any complaint from workers regarding hazards or unsafe conditions on their jobsite and to complete an immediate investigation. Employees making the complaint are protected under Q&D's Whistleblower policy.
- 1.4.9 Establishing a maintenance schedule to ensure the safe operating conditions of all tools, vehicles, major equipment, lifting devices, mobile equipment and personal protective equipment.
- 1.4.10 Implementing a project specific orientation program plan for new or transferred workers.
- 1.4.11 Have available a copy of Q&D's Health & Safety Program for worker/subcontractor review.
- 1.4.12 Ensuring that a project specific Emergency Action Plan has been completed, documented and communicated to all project personnel.
- 1.4.13 Ensuring that a qualified worker, supervisor or foreman is designated to work with any new worker until worker competence is demonstrated.
- 1.4.14 Reports to the Safety Department any worker injury that results in medical treatment beyond field first aid.
- 1.4.15 Reports to the Safety Department any accident involving Q&D equipment/tools or the public immediately. This includes project near-misses.
- 1.4.16 Detecting troubled/unsafe workers and taking steps to intervene.
- 1.4.17 To remove from project any individual(s) who are unwilling to comply with Q&D standards and/or regulations.
- 1.4.18 Demonstrating a visible and professional H&S leadership role at all times.

1.5 PROJECT FOREMEN H&S RESPONSIBILITIES

The project Foremen's Health & Safety responsibilities include:

- 1.5.1 Reports to Project Superintendent.
- 1.5.2 Being familiar with Q&D's Health & Safety Program
- 1.5.3 Complying and enforcing all Health & Safety standards as well as government regulations, laws and codes.

- 1.5.4 Performs OSHA 10 hour or OSHA 30 hour card checks daily; notes on safety meeting sign in sheet. Employees who do not have card in their possession are not allowed to work until card is produced.
- 1.5.5 Coaching workers on Health & Safety standards.
- 1.5.6 Holding project Safety Meetings, providing documentation of meetings.
- 1.5.7 Ensuring hazards are managed and to stop work when hazards pose a risk to worker health or safety.
- 1.5.8 Communicating potential hazards and required controls related to daily work to each worker. To use the H&S Program as a guideline and to ensure workers are provided ample opportunity to give input on hazards and suggestions for control.
- 1.5.9 Ongoing inspections of work areas and implementing prompt corrective action for controlling any unsafe acts or conditions.
- 1.5.10 Conducting cursory investigations of accidents/incidents, near misses with the potential to cause serious loss. Reports findings to Superintendent and Safety Department.
- 1.5.11 Planning and co-operating with other project supervisory personnel regarding the safe coordination of work being performed.
- 1.5.12 Ensuring safety equipment and protective devices, including PPE are provided and used for each job.
- 1.5.13 Observing new hire or transferred worker performance to ensure workers are able to perform assigned duties safely. To ensure direct supervision is provided until an acceptable level of competence and safety is observed.
- 1.5.14 Assisting Safety Director/Assistant Safety Director in project Health & Safety inspections.
- 1.5.15 Ensuring ANY and ALL injuries, regardless of how minor, are reported to the Safety Department immediately. Ensures that the C-1 (Notice of Injury, Nevada) or DWC Form 1 (Employee's Claim for Benefits, California) is filled out by the injured worker and forwarded to the Safety Department.
- 1.5.16 Maintains established housekeeping standards to eliminate project hazards.
- 1.5.17 Detecting troubled or unsafe workers and taking steps to intervene.
- 1.5.18 Providing a visible and professional leadership role in ongoing H&S efforts.

1.6 SUPERVISORY GUIDING PRINCIPLES

Any site hazard has the potential to threaten the well-being of our

workers or the public. Q&D supervisors are in the best position to ensure our Health & Safety Program consistently performs to corporate expectations. Safety extends beyond the project site. Supervisors must remember that by protecting our workers we are also protecting families from the cost of accidents. Value and care for your people at work as you would care for your own family. Be sure each crew member understands and follows his/her personal responsibility for the Health & Safety Program.

Anticipate the risks that may arise due to changes in equipment, weather, or the scope of work. Focus on demonstrating professional work habits and setting consistent expectations of you workers. Encourage and coach your workers on the importance of reporting hazards or near misses, and their active participation in the Health & Safety Program. No job schedule is more important than worker health and safety. Encouraging worker participation will ensure schedules are met without compromising health or safety along the way.

Teach your workers the correct use of safe work practices and procedures as work progresses, with persistence and patience. Your active participation in Q&D's Health & Safety Program is required in order for us to achieve the level of health and safety performance required to achieve our goals.

1.7 EMPLOYEE H&S RESPONSIBILITIES

Q&D worker responsibilities for Health & Safety include:

- 1.7.1 Reports directly to their foreman.
- 1.7.2 Have in their possession an OSHA 10 hour or OSHA 30 hour card at all times while on jobsite. Must be able to produce card daily to their supervisor.
- 1.7.3 Following Q&D's Health & Safety Program and taking an active role in protecting themselves and their fellow workers at all times.
- 1.7.4 Periodically reviewing the H&S Program
- 1.7.5 Immediately reporting any hazardous conditions, unsafe practices, accidents or near misses to supervision.
- 1.7.6 Taking an active role in controlling project hazards.
- 1.7.7 Reading and understanding the projects Emergency Action Plan. Ask supervision if plan is unclear.
- 1.7.8 Attending safety meetings and taking an active role in accident prevention.
- 1.7.9 Providing suggestions to improve the Health & Safety Program.
- 1.7.10 Using all safeguards and safety equipment provided.

- 1.7.11 Reporting prior injuries or physical limitations to ensure they are assigned work they can perform safely.
- 1.7.12 Reporting ALL injuries, illnesses or harassment promptly to supervision.
- 1.7.13 Submitting copies of worker's Notice of Injury (C-1) along with Physician's Progress Report (PPR) if medical treatment is required.
- 1.7.14 Participating as required, in accident investigations and completing Q&D's Damage/Accident reports.
- 1.7.15 Refusing any assigned work that he/she believes is unsafe or poses a risk to health or safety.
- 1.7.16 Ensuring co-workers are advised of unsafe conditions or acts that may cause injury or illness.
- 1.7.17 Wearing the proper personal protective equipment as required.
- 1.7.18 Demonstrating a professional attitude towards the health and safety efforts.
- 1.7.19 Employees who ignore Q&D's safety rules and guidelines may be subject to disciplinary action, up to and including termination.

1.8 HEALTH & SAFETY COMMITTEE H&S RESPONSIBILITIES

The Q&D Safety team creates a safety conscious environment and culture which sets the standards in the construction industry. They are committed to raising the level of health and safety awareness company wide through effective communication and education with a positive attitude. Their #1 goal is for the entire Q&D team to go home safely every day.

The Health & Safety Team's responsibilities include;

- 1.8.1 Meeting monthly to discuss health and safety issues
- 1.8.2 Reviews health and safety suggestions
- 1.8.3 Develops incentive programs and opportunities to increase health and safety awareness.
- 1.8.4 Maintains meeting minutes/topics discussed to meet DIR record keeping requirements.
- 1.8.5 Reports to senior management health and safety concerns brought forward by field personnel.
- 1.8.6 Distributes meeting minutes to superintendent's and foremen for distribution to workers.
- 1.8.7 Taking an active role in controlling project hazards.

- 1.8.8 Ensuring co-workers are advised of unsafe conditions or acts that may cause injury or illness.
- 1.8.9 Demonstrating a professional attitude towards all project Health and Safety efforts.

1.9 EXECUTIVE REVIEW COMMITTEE

1.9.1 Establishment and Role of the Executive Review Committee

The Executive Review Committee (ERC) was established as a governing board for company safety policies and procedures. The ERC is responsible for establishing solutions and enforcing disciplinary actions following accident, injury, and public complaint investigations. The ERC includes the Executive Vice Presidents, both Department Vice Presidents, and one Superintendent from each department.

The Safety Department conducts investigations to review the circumstances, facts, and cause of every recordable injury; every property damage accident, near miss, and public complaint. A final investigative report is provided to the ERC.

The ERC may, from time to time, require additional information to complete an investigative review. The ERC reserves the right to schedule a meeting with the injured employee and his or her foreman, or superintendent; or any employee who could be a foreseeable party to a public complaint or property damage investigation. Each employee is allowed the opportunity to discuss the circumstances of the accident, injury, near miss, or public complaint.

Once an investigation is complete, the ERC will make a determination about the outcome of the investigation which will include: recommendations for hazard abatement, training, changes to policy and procedure, and disciplinary action involving willful violations of company safety policies. Records of each meeting will be sent to the Safety Department for placement in the ERC file.

1.9.2 Accountability for Safety Policies

Safety policies are only as good as the commitment behind them. Every Q&D employee, regardless of their position, is responsible for safety on their jobsites. Identifying and correcting hazardous conditions, correcting unsafe behavior, and any other safety policy violation should be every employee's commitment.

1.9.3 Progressive Discipline

Violations of Q&D's safety policies will be dealt with immediately. A verbal warning can be issued by any Q&D employee, which in turn will report the violation to the foreman or superintendent. The foreman or superintendent will report the violation to the Safety Department. Employees who ignore safety policies, or have multiple verbal warnings