



100 East Bower Street, Suite 110
Meridian, ID 83642

(208) 288-1992

November 6, 2024

City of Nampa, Idaho
500 W 4th Street
Kuna, Idaho 83634

**Re: City of Nampa – Culvert Replacement FY24, Purdam Gulch at Lyonsdale Place
Recommendation of Notice to Award**

Dear Dan Trent,

On November 5, 2024, the City of Nampa received four bids for the construction of the Culvert Replacement FY24, Purdam Gulch Drain at Lyonsdale Place project. The work was bid using the traditional design-bid-build process. Per Article 18 of the Instructions to Bidders, an award will be made to the responsible bidder with the lowest responsive Bid.

Keller Associates recommends that the City issue a Notice of Award to Dasco of Idaho, in the amount of \$219,189.00. Their bid package has been found to be complete and responsive.

Please contact Keller Associates, Inc at 208-244-5083 with any questions.

Sincerely,

KELLER ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Ismael Medina". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Ismael Medina, PE
Project Manager

Attachments (1) – Contractors Bid Package: Dasco of Idaho

CITY OF NAMPA
CULVERT REPLACEMENT FY 24
PURDAM GULCH DRAIN AT LYONSDALE PLACE

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DOCUMENT 00410

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Nampa
Public Works Department
500 12th Avenue South
Nampa, ID 83651

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—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors; as required in Idaho Code Section 67-2310 and any others that may be required in the Instructions to Bidders;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 N/A

A. N/A

1. N/A

2. N/A

3. N/A

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B. N/A

C. N/A

3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Spec. Payment Reference	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	0205.4.1.B.1	DEWATERING	LS	1	\$40,000.00	\$ 40,000.00
2	0206.4.1.H.3	LOOSE RIPRAP	CY	63	\$98.00	\$ 6,174.00
3	1007.4.1.A.1	TOPSOILING	SY	140	\$41.00	\$ 5,740.00
4	1007.4.1.B.1	SEEDING	SY	140	\$3.00	\$ 420.00
5	1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$6,500.00	\$ 6,500.00
6	2010.4.1.A.1	MOBILIZATION (10%)	LS	1	\$12,000.00	\$12,000.00
7	2050.4.1.B.1	RIPRAP/EROSION CONTROL GEOTEXTILE	SY	185	\$12.00	\$ 2,220.00
8	SP – 1	MISCELLANEOUS SITE WORK	CA	1	\$30,000	\$30,000
9	SP – 2	EROSION AND SEDIMENT CONTROL	LS	1	\$5801.00	\$5801.00
10	SP – 3	84" ID ROUND HDPE CULVERT LINER	LF	71	\$1554.00	\$110,334.00
Total of All Unit Price Bid Items						\$ 219,189.00
Two Hundred Nineteen Thousand One Hundred Eighty Nine Dollars and Zero Cents						

B. Bidder acknowledges that:

- 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
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

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3.03 N/A

ARTICLE 4—N/A

4.01 N/A

4.02 N/A

A. N/A

1. N/A

B. N/A

1. N/A

C. N/A

4.03 N/A

A. N/A

ARTICLE 5—N/A

5.01 N/A

A. N/A

B. N/A

C. N/A

5.02 N/A

A. N/A

B. N/A

C. N/A

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 agrees that the Work will be substantially complete within **30** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **40** calendar days after the date when the Contract Times commence to run.

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

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ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 Bid Acceptance Period

- A. 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.

7.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	10/28/24

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has obtained, examined, and carefully studied the Bidding Documents, including any and all Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has obtained and carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has obtained and carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

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effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the Bidder's consideration of the information, documents and observations referred to in this section 8.01, Bidder agrees that no further information, examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. Bidder agrees to comply with Idaho Code 44-1001, regarding employment of Idaho residents.

8.02 Bidder's Certifications

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.
 - b. 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.

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- c. 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.
 - d. 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.
5. Statutory Certifications.

Das-Co of Idaho (company) hereby certifies that it is not owned or operated by the Government of China, as defined in Idaho Code Section 67-2359, and that during the Term of this Agreement it will not be owned or operated by the Government of China.

Das-Co of Idaho (company) hereby certifies that it is not currently engaged in, and during the Term of this Agreement will not engage in, a boycott of goods and services from Israel or territories under its control as defined in Idaho Code Section 67-2346.

Das-Co of Idaho (company) hereby certifies that it is not currently engaged in, and will not for the Term of this Agreement, boycott any individual or company because that individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or b) engages in or supports the manufacture, distribution, sale or use of firearms (as firearm is defined in Idaho Code section 18-3302(2)(d)) as the forgoing terms in this sentence are defined in Idaho Code Section 67-2347A.


Das-Co of Idaho (company) certifies that it is not, and will not for during the Term of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in Idaho Code §§ 18-8701 et seq.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

By: Das-Co of Idaho
 (typed or printed name of organization)

 (individual's signature)
 Name: Justin Durham
 (typed or printed)
 Title: Manager
 (typed or printed)
 Date: 11/5/24
 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
 (individual's signature)
 Name: Ines Arredondo
 (typed or printed)
 Title: Controller
 (typed or printed)
 Date: 11/5/24
 (typed or printed)

Address for giving notices:

411 E Karcher Rd Nampa, ID 83687

Bidder's Contact:

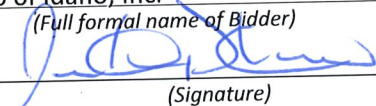

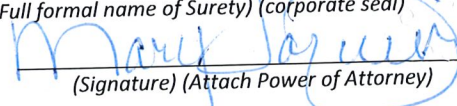

Name: Justin Durham
 (typed or printed)
 Title: Manager
 (typed or printed)
 Phone: 208-995-5684
 Email: justin.durham@dascoidaho.com
 Address: 411 E Karcher Rd
Nampa, ID 83687

Bidder's Contractor License No.: (if applicable) PW# 009770-AAA-1-4 / EIN# 20-4354167

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DOCUMENT 00430 BID BOND (PENAL SUM FORM)

Bidder Name: Das-co of Idaho, Inc. Address (principal place of business): 411 E Karcher Rd. Nampa, ID. 83687	Surety Name: Western Surety Company Address (principal place of business): P.O. Box 5077 Sioux Falls, SD 57117-5077
Owner Name: City of Nampa, ID Address (principal place of business): 411 Third Street South Nampa, ID 83651	Bid Project (name and location): Culvert Replacement FY24 Purdam Gulch Drain at Lyonsdale Place Bid Due Date: November 5th, 2024
Bond Penal Sum: *5% of the total amount of the bid attached hereto***** Date of Bond: November 5th, 2024 Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Das-co of Idaho, Inc. (Full formal name of Bidder) By:  (Signature) Name: <u>Justin Durham</u> (Printed or typed) Title: <u>MANAGER</u> Attest:  (Signature) Name: <u>Ines Arredondo</u> (Printed or typed) Title: <u>Controller</u>	Surety Western Surety Company (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: <u>Mary Jaquier</u> (Printed or typed) Title: <u>Attorney-In-Fact</u> Attest:  (Signature) Name: <u>Mary Thibodeau</u> (Printed or typed) Title: <u>Surety Assistant</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

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Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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

William F Post, Mary Jaquier, Mary Thibodeau, Patrick Casabonne, Andrew Elam, Individually

of Meridian, ID, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 23rd day of September, 2023.



WESTERN SURETY COMPANY

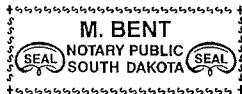
Larry A. Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of September, 2023, before me personally came Larry A. Kasten, 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 a 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

March 2, 2026



M. Bent, 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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5 day of November, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry A. Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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DOCUMENT 00440
Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
<u>Express Plumbing Heating & Air</u>	<u>Plumbing</u>	<u>PLB-J-12950</u>
<u>3207 Garrity Blvd</u>		
<u>Nampa, ID</u>		
<u>Doherty Electric</u>	<u>Electrical</u>	<u>ELEC39007</u>
<u>3005 W. Overland Rd</u>		
<u>Boise, ID</u>		
<u>Express Plumbing Heating & Air</u>	<u>HVAC</u>	<u>PLB-J-12950</u>
<u>3207 Garrity Blvd</u>		
<u>Nampa, ID</u>		

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DOCUMENT 00445**Naming of Subcontractors, Suppliers and Other Entities Form**

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

<u>Name and Address</u>	<u>Classification</u>	<u>License Number(1)</u>
<u>Syman LLC</u>	<u>SWPPP</u>	<u>C12069-AAA-4</u>
<u>2101 Delta Dr</u>		
<u>Nampa, ID 83687</u>		
<u>Bighorn Traffic Services</u>	<u>Traffic Control</u>	<u>064334-CC-4</u>
<u>2015 Delta Dr</u>		
<u>Nampa, ID 83687</u>		
<u>PMB Cellular and Specialty Grouting</u>	<u>Grout / Pumping</u>	<u>072733-C-4</u>
<u>6706 E Locust Ln</u>		
<u>Nampa, ID 83686</u>		
<u>Center Creek Construction</u>	<u>Concrete</u>	<u>057946-C-4</u>
<u>23555 Rudd Road</u>		
<u>Parma, ID 83660</u>		

1) List Idaho Public Works Contractor License Numbers for all subcontractors.

ADDENDUM NO. 1
to the
CONTRACT DOCUMENTS, SPECIFICATIONS and DRAWINGS
For
CITY OF NAMPA
PURDAM GULCH DRAIN AT LYONSDALE PLACE
10-28-2024

All bidders shall acknowledge receipt of this addendum on the Bid Form in the Project Manual.

All changes, corrections, deletions and/or additions to the initial bidding documents enumerated herein shall be included in the Bidder's Proposal. In case of any conflict between the drawings, specifications, and this Addendum, this Addendum shall govern.

MODIFY THE PROJECT AS FOLLOWS:

Item 1: Replace the entirety of *Section 00520 – Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)* in the Bid Documents & Specification package with the attached version.

ATTACHMENTS:

- A. Updated form 00520 – Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)**

END OF ADDENDUM

Prepared by: Ismael Medina

Ismael Medina, PE.
Keller Associates, Inc.

11/5/24
DASCO OF IDAHO
Justin Durbin

RESOLUTION OF DAS-CO OF IDAHO, INC.

The undersigned, as the shareholder of Das-Co of Idaho, Inc., an Idaho corporation (the "Company") hereby adopts the following Resolution on this 25th day of March 2021:

WHEREAS the Company desires to authorize additional individuals to sign on behalf of and to bind the Company.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the following individuals may sign on behalf of and bind the Company as follows:

1. For any purpose consistent with the Bylaws, including but not limited to banking documents, checks, contracts, the corporate governance of the Company, and to otherwise bind the Company:

<u>Name</u>	<u>Position</u>
Jeff Dancer	President
Ben Hitchcock	Manager

2. To sign checks on behalf of the Company:

<u>Name</u>	<u>Position</u>
Selena Wallace	Staff
Peggy Brown	Staff

3. To sign Bid Documents, Bonds, Change Orders, and Lien Releases on behalf of the Company:

<u>Name</u>	<u>Position</u>
Franco Massari	Manager
Justin Durham	Manager

4. Communicating with the Internal Revenue Service:

<u>Name</u>	<u>Position</u>
Chip McNeiece	CFO
Dave Putnam	CFO of Shareholder
Trevor Cefalo	Accounting

5. Wire, ACH and other electronic funds transfers:

a. External up to \$100,000 and internal between entities up to \$500,000, require both signatures:

<u>Name</u>	<u>Position</u>
Selena Wallace	Staff
Peggy Brown	Staff

b. External over \$100,000 and internal between entities over \$500,000, in addition to the two signatures above, must be approved by one of the following:

Name

Michael Whitaker
Brett Nielsen
Judd Hamson
Jeff Dancer

Position

President of Shareholder
Board Member of Shareholder
Board Member of Shareholder
President

SOLE MEMBER:

WHITAKER HOLDINGS, INC.

Mike Whitaker

Mike Whitaker (Apr 6, 2021 13:48 MDT)

Michael Whitaker, President