

March 12, 2026  
Paul Hendricks  
Program Manager  
Pine-Strawberry Water Improvement District  
6306 W. Hardscrabble Mesa Rd.  
Pine, Arizona 85544

**Re: SV1&2 WLR, Phase 1 Project Bidding Analysis and Recommendation**

Dear Mr. Hendricks,

This correspondence summarizes the results of the Pine-Strawberry Water Improvement District's recent procurement for construction of the SV1&2 WLR, Phase 1 Project and makes a recommendation for award.

Procurement Process

The project was procured in accordance with WIFA and USDA procurement codes, as documented below.

The Pine-Strawberry Water Improvement District advertised for bids in the *Payson Roundup* on Thursday, February 12, 2026 and Thursday 19, 2026.

The project was also publicized through Sunrise Engineering's Plan room.

Two (2) addendum were published. The addendum published on February 27, 2026 and March 4, 2026 provided supplemental information, corrections and clarifications in response to questions from the bidders and provided a revised bid form.

A pre-bid meeting for the original bid was held virtually via Microsoft Teams on Thursday, February 19, 2026 at 3:30 pm. Attendance at this meeting was non-mandatory.

Sealed bids were received at the office of Pine-Strawberry Water Improvement District in Pine, AZ and opened at 2:00 p.m. MDT on March 5, 2026.

Bid Tabulation

Six (6) bids were received. A bid tabulation providing details of these bids is attached.

Responsiveness of Bid and Qualifications of Low Bidder

The apparent responsive low bidder was Apache Underground & Excavating (AUE), LLC. A copy of their bid submission is enclosed. AUE's bid included all required attachments including a 5% Bid Bond, Bid Form, RUS Debarment Certification, Bidder's Qualification Statement and RD Certification. AUE acknowledged the addendum. AUE currently hold Arizona contractor's license (License No. 253882). Documentation of AUE's

license is enclosed. Based on the foregoing discussion SE finds Apache Underground & Excavating's bid to be responsive.

Funding Analysis and Recommendation for Award

The Engineer's estimate for this project was \$300,000-400,000. The average bid was \$457,194.33. AUE's bid was \$306,813. See enclosed bid tabulation for further details.

AUE's bid is within the projected budget. An analysis of available project funding is enclosed.

Sunrise Engineering recommends that the contract be awarded to Apache Underground & Excavating, LLC in the amount of \$306,813.

If you have any questions regarding this recommendation of award, please feel free to contact me. Congratulations on a successful bid opening. I look forward to completing this project with you.

Respectfully,



Ricky Holston, PE

**SUNRISE ENGINEERING, LLC**

Enclosures:

Affidavit of Publication, *Payson Roundup*

Planholders list

Bid Tabulation

Bid Submittal, Apache Underground & Excavating, LLC, March 5, 2026

Verification of AUE's contractor's license

Project funding analysis

Notice of Award to AUE (unsigned)

Affidavit of Publications

## Plan Holders List - 3/5/2026 10:03:36 AM

**Project:** SV3 Phase 1 Waterline Improvements Project

**Address:** 6306 Hardscrabble Mesa Rd PO Box 134

**Project Manager(s):**

Ricky Holston rholston@sunrise-eng.com (602) 370-4074

Daniel Langsmith dlangsmith@sunrise-eng.com

Trade	Company
NO GROUP	9958742586 gfagtaetyeyt aetyaegaegag s.kalyanaraman@construction.com (456) 659-8635
	Apache Underground and Excavating Mark A Gardner mark@apacheunderground.com (928) 537-7277
	Apache Underground and Excavating LLC Cari Lindquist Cari@apacheunderground.com (928) 537-7277
	Arizona Builders Exchange Rachel Kettenhofen bids@azbex.com (480) 227-2620
	Bear Ridge Industries Elizabeth Cardenas bearridgeind@gmail.com (928) 363-1323
	BHI Derek Ulm dulm@bhico.com (801) 927-0836
	Central Arizona Civil Construction Company Tyler White tyler@cazcivil.com (480) 612-7662
	Constructconnect Wynne Ypanto wynne.ypanto@constructconnect.com (323) 602-5079
	CORE AND MAIN Keith Spencer keith.spencer@coreandmain.com (928) 537-4076
	Dodge Dodge dodge.docs@construction.com (513) 666-3554
	Dodge Data & Analytics jayalakshmi jayalakshmi jayalakshmil@construction.com (058) 471-4269

NO GROUP	Feller Enterprises TRAVIS SCOTT SNOW travis@fellerent.com (435) 680-1225
	FERGUSON WATERWORKS LLC. philip REINHARDT philip.reinhardt@ferguson.com (602) 495-8420
	Global Data Specialists Ana Garcia ana@gbl-data.com (480) 461-3401
	Greene's Inc Brent Hintze brenth@greenesinc.com (801) 292-6699
	hjjkkl ghnbffff ghj@gmail.com (095) 623-4872
	Jersey Excavation Inc Ty Smith Jerseyexcavation@gmail.com (435) 994-6462
	Jud Co LLC John Barlow office@judcollc.com (928) 968-5200
	NEXT CONSTRUCTION BRINTON NEFF brinton@nextconstruction.com (801) 648-5640
	Patriot Construction, LLC Paul Groberg office@patriotcon.net (435) 237-9591
	Phaze Concrete Rich J Barlow richb@phazeconcrete.com (435) 359-6137
	Pipe Jacking Trenchless John Blenkle jblenkle@prim.com (949) 226-2928
	Pronghorn Services Tony Roedl troedl@pronghornservices.com (928) 910-3154
	ROLLINS CONSTRUCTION JACOB RICHARD ROLLINS jake@ROLLINSUTAH.COM (435) 387-2175
	Rothrock Civil Construction Kent Bergeson bids@rothrockcivil.com (602) 989-1950
	Roxor South Excavation Devin Barlow roxorsouth@gmail.com (435) 523-9500

NO GROUP	RS contracting Tim Rockholt tim@rs-contracting.com (480) 589-7055
	Ryatt Construction Chris Moore chris@ryatt.net (602) 488-0418
	Silver Spur Construction shane sweet shane@silverspurutah.com (801) 501-8803
	SkyView Excavation and Grading, Inc. Shannon Stout shannon@skyviewexcavation.com (801) 940-2734
	Summit Construction Company Michael Herlihy michael@Summitcc.biz (928) 421-2512
	Suncore Kyson Spencer kspencer@suncore.build (435) 691-1021
	Walker River Construction, Inc. Cody Walls estimatingaz@wrc-inc.net (970) 319-4521
	WyoDak Energy Services LLC Seth Ross sross@wyodakenergy.com (307) 683-7745

## 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: ***Pine-Strawberry Water Improvement District, PO Box 134, 6306 Hardscrabble Mesa Rd. Pine, AZ 85544.***
- 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; (See J. Below)~~
  - C. ~~List of Proposed Suppliers; (See J. Below)~~
  - 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; ***Note: Enter the Contractor's License Number on the Itemized Unit Price Bid Schedule where Requested.*** ✓
  - F. ~~Required Bidder Qualification Statement with supporting data; and (See J. Below)~~
  - G. ***If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);*** ✓
  - H. ***If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);*** ✓
  - I. ***If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.*** ✓
  - J. ***Within 5 working days following the Bid opening, the apparent low bidder shall provide: 1. List of Proposed Subcontractors along with an itemization of the work each sub-contractor is to complete; 2. List of Proposed Suppliers; 3. Completed EJCDC C-451 Bidder Qualification Statement and supporting data and List of Project References in accordance with Instructions to Bidders Paragraph 11.02;*** ✓
  - K. ***The Itemized Unit Bid Schedule.*** ✓

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

**3.01 Lump-Sum Bids**

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
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2. Lump Sum Price (Base Bid and Alternates)

Lump Sum Bid Price for Base Bid	\$
Alternate A <b>[Add]</b> <b>[Deduct]</b>	\$
Alternate B <b>[Add]</b> <b>[Deduct]</b>	\$

3. Lump Sum Price (Sectional Lump-Sum Bids)

Lump Sum Bid Price for Section I only	\$
Lump Sum Bid Price for Section II only	\$
Lump Sum Bid Price for Section I and II	\$

B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Cash Allowance 1	\$
Lump Sum for Cash Allowance 2	\$
Lump Sum for Cash Allowance 3	\$
Total for all Lump Sum for Cash Allowances	\$

C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum Contingency Allowance 1	\$
Lump Sum Contingency Allowance 2	\$
Lump Sum Contingency Allowance 3	\$
Total for all Lump Sum Contingency Allowances	\$

**3.02 Unit Price Bids**

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

<i>See attached Itemized Unit Price Bid Schedule for this Project.</i>	
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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
					\$
					\$
					\$

					\$
					\$
Total of All Unit Price Bid Items					\$

B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	<i>See Attached Unit Price Bid Schedule</i>
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~~ARTICLE 4 — BASIS OF BID — COST PLUS FEE~~

~~4.01 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~

~~4.02 Contractor's Fee~~

~~A. Contractor's fee will be [number] percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~

- ~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

<del>Costs</del>	<del>Percent</del>
<del>Payroll costs (See Paragraph 13.01.B.1, General Conditions)</del>	
<del>Materials and Installed Equipment cost (GC 13.01.B.2)</del>	
<del>Amounts to be paid to Subcontractors (GC 13.01.B.3)</del>	
<del>Amount to be paid to special consultants (GC 13.01.B.4)</del>	
<del>Other costs (GC 13.01.B.5)</del>	

- ~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~C. Contractor's fee will be the fixed sum of \$[number].~~

4.03 ~~Guaranteed Maximum Price~~

A. ~~The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$[Bidder fill in GMP].~~

Deleted

**ARTICLE 5—PRICE PLUS TIME BID**

5.01 ~~Price Plus Time Contract Award (Stipulated Price Contract)~~

A. ~~The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Total Bid Price		\$(number)
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$(number)/day	
B	4. Adjustment Amount (2 x 3)		\$(number)
A+B	5. Amount for Comparison of Bids		\$(number)

B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~

C. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

5.02 ~~Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)~~

A. ~~The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Guaranteed Maximum Price		\$(number)
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$(number)/day	
B	4. Adjustment Amount (2 x 3)		\$(number)
A+B	5. Amount for Comparison of Bids		\$(number)

B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~

C. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

Deleted

**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 on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].

Deleted

6.03 Bidder agrees that the Work will be substantially complete within [Bidder inserts number] 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 [Bidder inserts number] calendar days after the date when the Contract Times commence to run.

Deleted

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

**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	2/27/20
2	3/4/20

**ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Apache Underground & Excavating LLC  
(typed or printed name of organization)

By: Mark Gardner  
(individual's signature)

Name: Mark Gardner  
(typed or printed)

Title: Manager - Owner  
(typed or printed)

Date: 3/2/20  
(typed or printed)

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

Attest: Mark Gardner  
(individual's signature)

Name: Mark Gardner  
(typed or printed)

Title: Manager - Owner  
(typed or printed)

Date: 3/2/20  
(typed or printed)

Address for giving notices:

P.O. Box 113  
Lakeside, AZ 85929

Bidder's Contact:

Name: Cari Lindquist  
(typed or printed)

Title: Office manager  
(typed or printed)

Phone: 928-537-7277

Email: Cari@apacheunderground.com

Address: P.O. Box 113  
Lakeside, AZ 85929

Bidder's Contractor License No.: (if applicable) R0C 253882

## BID SCHEDULE

### CONTRACT FOR: SV1&2 WLR, Phase 1 Project

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts.

- Note:**
1. Bids shall include sales tax and all other applicable taxes and fees
  2. All bids shall be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price and totals will be revised to reflect the corrections.
  3. NPI = Non Pay Item's are included in the measurement for that pipe line.
  4. Contractor shall provide a unit price on NPI items. Do not include in contract total.

No.	Meas. & Pmt.	Item	Quantity	Unit	Unit Price	Amount
1	MAG 350	SAWCUT AND REMOVE EXISTING PAVEMENT	807	SY	\$ 4	\$ 3228
2	MAG 350	ABANDON EXISTING WATER SERVICE LINE PER DETAIL J, ON SHEET 9	2	EA	\$ 2000	\$ 4000
3	02000	ASPHALT PAVEMNT 4" AC ON 6", MATCH EXISTING PAVEMENT, PER DETAIL B, ON SHEET 7	807	SY	\$ 62	\$ 50034
4	02222	6" PVC C900, DR 14 WATERLINE, TRENCH DETAIL PER DETAIL B, ON SHEET 7	1,618	LF	\$ 59	\$ 95462
5	02222	4" PVC C900, DR 14 WATERLINE, TRENCH DETAIL PER DETAIL B, ON SHEET 7	91	LF	\$ 59	\$ 5369
6	02222	3" PEX WATERLINE, TRENCH DETAIL PER DETAIL B, ON SHEET 7	11	LF	\$ 200	\$ 2200
7	02222	2" PEX WATERLINE, TRENCH DETAIL PER DETAIL B, ON SHEET 7	10	LF	\$ 200	\$ 2000
8	15234	1" WATER SERVICE, PEX PER PSWID STD DETAIL 403 PER DETAIL A, ON SHEET 7	2	EA	\$ 3000	\$ 6000
9	02222	LONG RANGE COUPLER, SIZE PER PLAN	0	EA	\$ 2000	NPI
10	02222	6" 22.5° DIP BEND	3	EA	\$ 900	NPI
11	02222	6" 45° DIP BEND	3	EA	\$ 900	NPI
12	02222	6" 90° DIP BEND	0	EA	\$ 900	NPI
13	02222	4" 22.5° DIP BEND	2	EA	\$ 900	NPI
14	02222	4" 90° DIP BEND	4	EA	\$ 900	NPI
15	02222	2" 45° DIP BEND	1	EA	\$ 900	NPI
16	02222	6" X 4" DIP TEE	2	EA	\$ 1200	NPI
17	02222	6" X 3" DIP REDUCER	3	EA	\$ 1200	NPI
18	02222	4" X 3" DIP REDUCER	2	EA	\$ 1200	NPI
19	02222	4" X 2" DIP REDUCER	1	EA	\$ 1200	NPI
20	15232	6" GATE VALVE PER DETAIL D, ON SHEET 8	4	EA	\$ 3755	\$ 15020
21	15232	4" GATE VALVE PER DETAIL D, ON SHEET 8	4	EA	\$ 3500	\$ 14000
22	02222	6" 11.25° DIP BEND	7	EA	\$ 900	NPI
23	02222	6" X 6" DIP TEE	1	EA	\$ 1500	NPI

24	15232	1" COMBINATION AIR RELEASE VALVE, PER DETAIL E, ON SHEET 8	0	EA	\$ 6000	NPI
25	02222	VERTICAL REALIGNMENT PER DETAIL I, ON SHEET 8	1	EA	\$ 7000	\$ 7000
26	15232	PRESSURE REDUCING STATION PER DETAIL L ON SHEET 9	1	EA	\$ 67000	\$ 67000
27	02222	6" X 6" DIP CUT IN TEE	1	EA	\$ 7000	NPI
28	02000	MOBILIZATION	1	LS	\$ 25000	\$ 25000
29	01560	CONSTRUCTION STAKING & AS-BUILTS	1	LS	\$ 7500	\$ 7500
30	01520	STORMWATER POLLUTION PREVENTION	1	LS	\$ 3000	\$ 3000
31	MAG 336	SIGNING AND STRIPING	1	LS	\$ —	\$ —
<b>TOTAL</b>						<b>\$ 306,813<sup>00</sup></b>

**Alternate Bid Items**

Item No.	Meas. & Pmt.	Item	Quantity	Unit	Unit Price	Amount
4A	02222	6" HDPE DR9 INSTALLED VIA PIPE BURSTING	1,618	LF	\$ —	\$ No Bid
<b>TOTAL ALTERNATE BID COST EXCLUDING BID ITEM 4 AND INCLUDING BID ITEM 4A</b>						<b>\$</b>

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

Seal (if bid is by Corporation)

Respectfully Submitted:

Bidder: Apache Underground  
+ Excavating LLC

Signature: Mark Gault

Title: Manager - Owner

License No.

ROC 253882

Address:

P.O. Box 113

Date:

3/2/20

Lakeside, AZ 85929

## BID BOND (PENAL SUM FORM)

\* See Attached \*

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b><i>Pine-Strawberry Water Improvement District</i></b> Address <i>(principal place of business)</i> : <b><i>PO Box 134, 6306 Hardscrabble Mesa Rd, Pine, AZ 85544</i></b>	<b>Bid</b> Project <i>(name and location)</i> : <b><i>SV3 Phase 1 Waterline Improvements Project</i></b>  Bid Due Date: <b><i>March 5<sup>th</sup>, 2026</i></b>
<b>Bond</b> Penal Sum: Date of Bond:	
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 _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
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.	

1. 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. 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.



MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
Apache Underground and Excavating LLC  
P.O. Box 113  
Lakeside, AZ 85929

**OWNER:**

*(Name, legal status and address)*  
Pine-Strawberry Water Improvement District  
P.O. Box 134  
Lakeside, AZ 85929

**BOND AMOUNT:** \$400,000

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
SV3 Phase 1 Waterline Improvement - Replace waterline and related items

Bond Number:

**SURETY:**

*(Name, legal status and principal place of business)*  
Merchants National Bonding, Inc.  
A Corporation  
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of February 2026

Apache Underground & Excavating LLC

\_\_\_\_\_  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

*Owner*  
\_\_\_\_\_  
*(Title)*

Merchants National Bonding, Inc.

\_\_\_\_\_  
*(Surety)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

*(Title) Nicole Steele - Attorney-In-Fact*

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bevin A Smith; Damon Breinholt; Devan Anderson; Julie Miller; Nicole Manus; Nicole Steele; Wendell L Macnab

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

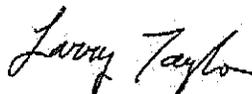
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.

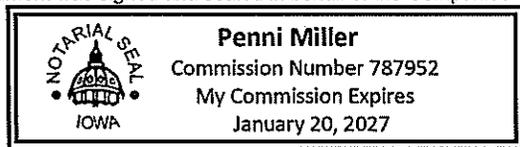


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

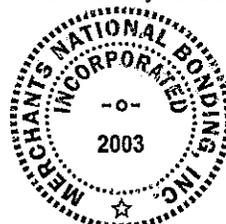


  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of February, 2026.



  
Secretary

**ARTICLE 1—GENERAL INFORMATION**

1.01 Provide contact information for the Business:

Legal Name of Business:		Apache Underground & Excavating LLC	
Corporate Office			
Name:	Cari Lindquist	Phone number:	928-537-7277
Title:	Office Manager	Email address:	cari@apacheunderground.com
Business address of corporate office:		P.O. Box 113	
Mailing:		Lakeside, AZ 85929	
Physical:		6072 Webb Dr. Lakeside, AZ 85929	
Local Office → same			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1/2009	State in which Business was formed:	AZ
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None.	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Mark Gardner	Title:	Manager - Owner
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	Melinda Gardner	Title:	Manager - Owner
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

Name of License:	Register of Contractors		
Licensing Agency:	Arizona		
License No:	200253802	Expiration Date:	5/31/2027
Name of License:	Privilege Tax		
Licensing Agency:	Arizona		
License No:	20440633	Expiration Date:	12/31/24

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input checked="" type="checkbox"/> Minority Business Enterprise		
<input checked="" type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

**ARTICLE 4—SAFETY**

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Mark Gardner	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.87		28680	.88		25415	.88		19972

**ARTICLE 5—FINANCIAL**

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Arizona Central Credit Union		
Business address:	4451 S. White Mtn. Blvd. Show Low, AZ 85929		
Date of Business’s most recent financial statement:	In office - on demand CPA 12/31/25	<input type="checkbox"/>	Attached
Date of Business’s most recent audited financial statement:		<input type="checkbox"/>	Attached
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			2.87
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			3.49

**ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchant's Bonding		
Surety is a corporation organized and existing under the laws of the state of:	AZ		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	P.O. Box 14498 Des Moines Iowa 50306-3498		
Physical Address (principal place of business):	4700 Westown Parkway West Des Moines, IA 50264		
Phone (main):	800-678-8171	Phone (claims):	

**ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
HOI Global	Commercial General, Auto, Umbrella
Berkley Net	Worker's Comp
Cincinnati	Inland
Are providers licensed or authorized to issue policies in the Project location? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	HOI 5420 Lyndon B Johnson Freeway Suite 100 Dallas, TX 75240-2345 Berkley Net PO Box 1039829 Cincinnati, OH 45263 Cincinnati PO Box 1451220 Cincinnati, OH 45250-5420
Physical Address (principal place of business):	
Phone (main):	HOI 800-420-5119 Berkley 877-497-2437 Cincinnati 877-942-2455
Phone (claims):	HOI 800-420-5119 Berkley 877-497-2437 Cincinnati 877-942-2455

**ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	15
Estimate of revenue for the current year:	6-7 million
Estimate of revenue for the previous year:	5,585,330

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:				17
As a general contractor:	17	As a joint venturer:	0	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

**ARTICLE 9—REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Apache Underground & Excavating LLC  
(typed or printed name of organization)

By: Mark Gardner  
(individual's signature)

Name: Mark Gardner  
(typed or printed)

Title: Manager - Owner  
(typed or printed)

Date: 3/2/20  
(date signed)

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

Attest: Mark Gardner  
(individual's signature)

Name: Mark Gardner  
(typed or printed)

Title: Manager - Owner  
(typed or printed)

Address for giving notices:  
P.O. Box 113  
Lakeside, AZ 85929

Designated Representative:  
Name: Cari Lindquist  
(typed or printed)

Title: Office Manager  
(typed or printed)

Address:  
P.O. Box 113  
Lakeside, AZ 85929

Phone: 928-537-7277

Email: cari@apacheunderground.com

Schedule A—Current Projects

Name of Organization	Apache Underground + Excavating LLC		Project Name	Manhole Replacement 10#2	
Project Owner	City of Show Low		Project Name	Manhole Replacement 10#2	
General Description of Project	Manhole replacement				
Project Cost	257,150	Date Project	March 2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Mark Gardner	Mark Reidhead	Mark Gardner		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Chris Reid	City Engineer	City of Show Low	928-532-4094	creid@showlowaz.gov
Construction Manager	Jack Reppigiani	Inspector	↓	928-532-4081	jperpigiანი@showlowaz.gov
Project Owner	City of Show Low	Project Name	Elsworth + Sylvester Water Line		
General Description of Project	Water line Replacement				
Project Cost	157,941	Date Project	March 2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Mark Gardner	Chip Swenson	Mark Gardner		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Chris Reid	City Engineer	City of Show Low	928-532-4094	creid@showlowaz.gov
Construction Manager	Jack Reppigiani	Inspector	↓	928-532-4081	jperpigiანი@showlowaz.gov
Project Owner	City of Show Low	Project Name	District 26-07 APS Trachs		
General Description of Project	Pine Struberry Water Improvements & Conduit for Power Line				
Project Cost	195,835.93	Date Project	March 2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Mark Gardner	Mark Reidhead	Mark Gardner		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	PSWIO	-	PSWIO	928-476-4222	
Construction Manager	Unknown		Justice Engineering	180-708-8000	

Schedule B—Previous Experience with Similar Projects

Name of Organization	Apache Underground		Project Name	Torrison Circuit
Project Owner	Navapacne Electric Coop			
General Description of Project	Conduit install			
Project Cost	B10,371	Date Project	2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Mark Gardner	Chip Swenson	Mark Gardner	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Navapacne Electric	Title/Position	Navapacne Electric	
Designer	Gartin Turkey		928-308-1232	gturkey@navapacne.org
Construction Manager				
Project Owner	City of Shawlow	Project Name	Fools Hollow WL	
General Description of Project	Water line install	Date Project	2023-2024	
Project Cost	1,105,554	Safety Manager		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Mark Gardner			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	City of Shawlow	Title/Position	City of Shawlow	
Designer	Chris Reid		928-532-4094	creid@shawlowaz.gov
Construction Manager	Jack Rappignani	Inspector	928-532-4087	jrappignani@shawlowaz.gov
Project Owner	City of Shawlow	Project Name	WJ Coolley & 8th Water Line	
General Description of Project	Water line install	Date Project	2020	
Project Cost	570,703	Safety Manager		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Mark Gardner			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	City of Shawlow	Title/Position	City of Shawlow	
Designer	Chris Reid		928-532-4094	creid@shawlowaz.gov
Construction Manager	Jack Rappignani	Inspector	928-532-4087	jrappignani@shawlowaz.gov

Schedule B—Previous Experience with Similar Projects

Name of Organization	Apache Underground & Excavating LLC		Project Name	Hoekmey WL
Project Owner	City of Globe		Project Name	Hoekmey WL
General Description of Project	Water line install			
Project Cost	1,000,000	Date Project	2019 - 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Mark Gardner			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer	City of Globe		City of Globe	
Construction Manager	Jessica Cruz	Engineer Coordinator		928-425-8346 jcruz@globeaz.gov
	Paul Hendricks			623-204-4901 hendricks.paul@outlook.com
Project Owner	Pinedale EOW E.O	Project Name	Water Distribution	
General Description of Project	Waterline install			
Project Cost	405,218	Date Project	2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Mark Gardner	Mark Reidhead	Mark Gardner	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer	Pinedale Estabes	Water Improvement District		
Construction Manager	Blake Anderson			928-940-0012 blake@mgallenwater.com
Project Owner	Town of Payson	Project Name	Beeline Bus Route	
General Description of Project	Water line, catch basin install			
Project Cost	1,305,500	Date Project	2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Mark Gardner	Crip Swenson	Mark Gardner	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer	Town of Payson		Town of Payson	
Construction Manager	Brandi Ramos	Project coordinator	BBB Construction	480-1001-0878 bramose@bbbconstruction.net

**Schedule C—Key Individuals**

<b>Project Manager</b>		
Name of individual	Mark Gardner - Owner	
Years of experience as project manager	30+	
Years of experience with this organization	17	
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
See Schedule A		
Reference Contact Information (listing names indicates approval to contact named individuals as a reference) See schedule B		
Name		Name
Title/Position		Title/Position
Organization		Organization
Telephone		Telephone
Email		Email
Project		Project
Candidate's role on project		Candidate's role on project
<b>Project Superintendent</b>		
Name of individual	Mark Gardner	
Years of experience as project superintendent	30+	
Years of experience with this organization	17	
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
See Schedule A		
Reference Contact Information (listing names indicates approval to contact named individuals as a reference) See Schedule B		
Name		Name
Title/Position		Title/Position
Organization		Organization
Telephone		Telephone
Email		Email
Project		Project
Candidate's role on project		Candidate's role on project

Safety Manager		
Name of individual	Mark Gardner	
Years of experience as project manager	30+	
Years of experience with this organization	17	
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
See Schedule A		
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on project	Candidate's role on project	
Quality Control Manager		
Name of individual	Mark Gardner	
Years of experience as project superintendent	30+	
Years of experience with this organization	17	
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
See schedule A		
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on project	Candidate's role on project	

See Schedule B

See Schedule B

COMPLIANCE STATEMENT

This statement relates to a proposed contract with PSWTD

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I  have,  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
- If the proposed contract is for \$50,000 or more: or  If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

---

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE

3/2/26



\_\_\_\_\_  
(Signature of Bidder or Prospective Contractor)

PO Box 113 Lakeside, AZ 85929  
Address (including Zip Code)



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
<i>Apache Underground + Excavating LLC</i>	<i>SV1 + 2 WLR, Phase 1</i>
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
<i>Mark Gardner - Manager/owner</i>	
SIGNATURE(S)	DATE
<i>[Handwritten Signature]</i>	<i>3/2/20</i>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

### Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PART 1940 - GENERAL

Subpart Q - Restrictions on Lobbying

§1940.801 Purpose.

This subpart implements section 319 of Public Law 101-121, which prohibits applicants and recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Federal Government in connection with a specific award. Section 319 also requires that each person who requests or receives a Federal contract, grant, loan, or a Federal commitment to guarantee a loan, must disclose the expenditure of any funds, other than appropriated funds, for lobbying activities. This subpart provides administrative guidance regarding the information contained in U.S. Department of Agriculture's (USDA) 7 CFR part 3018 and Departmental Regulation (DR) 2400-5, which are attached as Exhibits A and B of this subpart. This subpart is inapplicable to Farm Service Agency, Farm Loan Programs. (Revised 01-09-08, PN 417.)

§1940.802 [Reserved] (Revised 07-31-96, PN 264.)

§1940.803 Definitions.

In addition to the following, refer to the definitions in §3018.105 of Exhibit A of this subpart.

Appropriated funds. Federal funds received from any Federal agency for a purpose or purposes authorized by such agency.

Communication. Includes written, oral, electronic or other means of communications.

Receiving office. The State, District, or County Office that is the primary office responsible for processing an application.

§§1940.804 - 1940.809 [Reserved]

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DISTRIBUTION: WSAL

Loan and Grant Making  
General

RD Instruction 1940-Q

§1940.810 Certification for contracts, grants and loans.

(a) The Certification for Contracts, Grants and Loans, contained in Exhibit A-1 of this subpart, must be completed at the time an application or bid proposal is submitted by a person requesting a contract or grant exceeding \$100,000, or a loan exceeding \$150,000.

(b) Any person who requests or receives a contract, subcontract or subgrant exceeding \$100,000 at any tier under a covered contract, grant or loan, must complete and submit a certification to the next higher tier.

(c) The certification completed by a person referred to in paragraph (a) of this section will be collected by the receiving office and filed in the case folder.

(d) Recipients of contracts, grants or loans, or their subs, who receive certifications from lower tier applicants or recipients shall file the certifications with documents related to the subaward, and shall make them available for Agency examination upon request.

(e) Refer to §3018.110 of Exhibit A of this subpart for additional information.

§1940.811 Statement for loan guarantees.

(a) The Statement for Loan Guarantees, contained in Exhibit A-2 of this subpart, must be completed by the lender at the time an application is filed for each loan exceeding \$150,000.

(b) The statement will be collected by the receiving office and filed in the case folder.

(c) Refer to §3018.110 of Exhibit A of this subpart for additional information.

§1940.812 Disclosure of lobbying activities.

(a) Standard Form (SF) LLL, "Disclosure of Lobbying Activities," which is part of Exhibit A of this subpart, must be completed by a person requesting or receiving a Agency contract, grant, loan, or a Agency commitment to guarantee a loan, and who meets the following conditions:

- (1) the award amount exceeds the threshold stated in §1940.810(a) or §1940.811(a) of this subpart; and

(2) the person has made or has agreed to make any payment, using funds other than appropriated funds, to influence or attempt to influence a decision in connection with that specific award.

(b) SF-LLL must also be completed by any person who requests or receives a contract, subcontract or subgrant at any tier under a covered contract, grant or loan, and who meets the following conditions:

(1) the award amount exceeds \$100,000; and

(2) the person has made or has agreed to make any payment, using funds other than appropriated funds, to influence or attempt to influence a decision in connection with that specific award.

(c) Each person who meets all conditions of paragraph (a) or (b) of this section will submit a disclosure form at the time of the application or bid proposal, and, at the end of each calendar quarter in which there occurs an event as specified in §3018.110 (c) of Exhibit A of this subpart.

(d) All disclosure forms, including quarterly updates, will be collected in the receiving office. The forms completed by persons under paragraph (a) of this section will be submitted directly to the receiving office. Forms completed by persons under paragraph (b) of this section will be submitted to the next higher tier. They will then be forwarded from tier to tier until they reach the receiving office. The original completed form will be retained in the case folder. One copy will be forwarded to the State Director, and a second copy will be sent immediately to the following address:

USDA, Office of Operations  
Procurement Division  
Policy and Review Team  
14th and Independence Ave., S.W.  
Room 1575-S  
Washington, D.C. 20250

(e) The information provided on this form cannot be used by Rural Development as a basis for denying Federal assistance.

(f) Refer to Exhibit B of this subpart for additional information.

§§1940.813 - 1940.819 [Reserved]

RD Instruction 1940-Q

§1940.820 Exceptions.

(a) The prohibition on the use of appropriated funds and disclosure requirements governing the use of funds, other than appropriated funds, do not apply to certain activities. These activities are described in Subparts B and C of Exhibit A of this subpart.

(b) Section 319 of P.L. 101-121 imposes no restrictions on the use of any funds for general lobbying; i.e., attempts to influence Congress or the Executive Branch with respect to a program, rather than a specific award. Such general lobbying need not be disclosed on SF ILL. However, Section 319 does not authorize lobbying otherwise restricted or prohibited by law.

§1940.821 Examples.

Several examples of activities addressed by this Instruction are contained in Exhibit C of this subpart. They are to be used for guidance purposes only.

§§1940.822 - 1940.839 [Reserved]

§1940.840 Penalties and enforcement.

(a) Failure to comply with the provisions of this subpart may result in civil penalties, as described in §3018.400 of Exhibit A of this subpart.

(b) The Under Secretary, Rural Development, shall take such actions as are necessary to ensure that the provisions in Section 319 of P.L. 101-121 are vigorously implemented and enforced.

§§1940.841 - 1940.850 [Reserved]

Attachments: Exhibits A, A-1, A-2, B, and C

oOo

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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



\_\_\_\_\_  
(name)

3/2/20

\_\_\_\_\_  
(date)

Manager - Owner

(title)

oOo

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE

*Notes to User: This exhibit is the sample General (Prime) Contractor's Certification of Compliance with the American Iron and Steel requirements to be provided by all General (Prime) Contractors to Engineer for delivery to the Owner at Substantial Completion.*

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

DATE:

RE: PROJECT NAME  
APPLICANT  
CONTRACT NUMBER

I hereby certify that to the best of my knowledge and belief all Iron and Steel products installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee.

\_\_\_\_\_  
Name of Construction Company (PRINT)

\_\_\_\_\_  
By Authorized Representative (SIGNATURE)

\_\_\_\_\_  
Title

  
**WILL BE SIGNED  
BY CONTRACTOR**

Ombudsman-Citizens'

Visit OpenBooks (<https://openbooks.az.gov/>) Aide (<https://www.azoca.gov/>)

Get the facts on COVID-19 (<https://azdhs.gov/covid19/index.php>)



Arizona

Home Contractor Search (<https://azroc.my.site.com/AZRoc/s/contractor-search>) AZ.Gov (<https://az.gov/search/google>) FAQ (<https://az.gov/>) [Login/Registr](https://azroc.my.site.com/AZRoc/s/contractor-search) ([https://azroc](https://azroc.my.site.com/AZRoc/s/contractor-search))

**Registrar of Contractors**  
(<https://roc.az.gov/>)

## Contractor Search

### DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in [A.R.S. 32-1104A3](https://www.azleg.gov/viewdocument?docName=http://www.azleg.gov/ars/32/01104.htm) (<https://www.azleg.gov/viewdocument?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at [roc.az.gov/terms](https://roc.az.gov/terms) (<https://roc.az.gov/terms>)

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

### DETAILS FOR

## Apache Underground and Excavating LLC

LICENSE NUMBER ROC 253882

This information is current as of 2026-03-11 16:18:29

Share this License or Send it to Yourself: [Email](#) | [Save for Later](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

### CONTRACTOR

### LICENSE

Business Entity Name

Apache Underground and Excavating LLC

Class & Description

[General Commercial A General Engineering](#)

City and State

Lakeside, AZ, 85929

Entity Type

LLC

Phone

9282421055

Status / Action

[Active](#)

Issued / Renewal

First Issued  
2009-05-06

Renewed Through  
2027-05-31

This license is QP Exempt - QP Exempt pursuant to [A.R.S. § 32-1125\(C\)](https://www.azleg.gov/ars/32/01125.htm).  
(<https://www.azleg.gov/ars/32/01125.htm>)

### QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name : Melinda Daniel Gardner  
Position : Member  
Other Positions : MEMBER

Name : Mark Allen Gardner  
Position : Member  
Other Positions : MEMBER

### COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a license's disciplinary history. Obtain any additional public information by using the Public Records Request form to confirm the license's entire history.

<b>0</b> Open Cases ⓘ	<b>0</b> Disciplined Cases ⓘ	<b>0</b> Resolved / Settled Cases ⓘ
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### BOND INFORMATION

[How to collect from a license bond \(https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect\)](https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect)

Bond Type : Surety  
 Bond Number : RSB0139869  
 Effective Date : 2025-05-20  
 Bond Company : RLI Insurance Company  
 Amount : \$ 50000  
 Paid : \$ 0  
 Available : \$ 50000  
 Status : Active

To find out if a contractor's ROC license is current and see other information related to the license, [enter their 6 digit license number](#) or their name below. If searching by a person's name, be sure to use first then last - for example: 'John Doe' instead of 'Doe, John'. You can also use the ADVANCED SEARCH functions by clicking the gray "Advanced Search" button below to search by City, Classification, Status and more. [Click to read the complete instructions.](#)

If you are looking for a complete list of our current contractors, we highly recommend using our [Posting List \(https://roc.az.gov/posting-list\)](https://roc.az.gov/posting-list) page.

Advanced Search
Clear

IF YOU EXPERIENCE A TECHNICAL PROBLEM, PLEASE CLICK [HERE \(mailto:Webmaster@roc.az.gov\)](mailto:Webmaster@roc.az.gov).

[FOR A LIST OF PENDING LICENSE APPLICATIONS CLICK HERE \(https://roc.az.gov/posting-list#newAppsLicensesDiscipline\)](https://roc.az.gov/posting-list#newAppsLicensesDiscipline)

If you are looking for a complete list of our current contractors, we highly recommend using our [Posting List \(https://roc.az.gov/posting-list\)](https://roc.az.gov/posting-list) page.

For a list of contractors with their full information, please submit a [Public Records Request through our Public Records Request One-Stop page. \(https://azroc.my.site.com/AZRoc/s/roc-online-services\)](https://azroc.my.site.com/AZRoc/s/roc-online-services). Thank you.

This resource is being provided for the information and convenience of the public. The listed businesses and their order of appearance do not constitute an endorsement, preference, or recommendation by the Registrar of Contractors.

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## Funding Analysis

**NOTICE OF AWARD**

Date of Issuance: **March 12, 2026**  
Owner: **Pine-Strawberry Water Improvement**      Owner's Project No.: **N/A**  
Engineer: **Sunrise Engineering, LLC**      Engineer's Project No.: **S16599**  
Project: **SV1&2 WLR, PHASE 1**  
Contract Name: **SV1&2 WLR, PHASE 1**  
Bidder: **Apache Underground & Excavating**  
Bidder's Address: **P.O. Box 113 Lakeside, AZ 85929**

You are notified that Owner has accepted your Bid dated **March 12, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**SV1&2 WLR, PHASE 1 Project will include the installation of approximately 1,600 linear feet of 4 & 6-inch PVC water distribution system pipeline, new gate valves, new water services, and new water meters, to replace PVC pipe, and miscellaneous small diameter water mains**

The Contract Price of the awarded Contract is **\$306,813**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Five** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Five** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Pine-Strawberry Water Improvement**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Copy: Engineer