

Item # 17B

**City of Carson City
Agenda Report**

Date Submitted: September 7, 2010

Agenda Date Requested: September 16, 2010

Time Requested: 5 minutes

Labor Commissioner PWP # CC-2010-442

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Cruz Construction Company, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-092 Fulstone Wetlands Enhancement-South Access, Northridge Drive to Cruz Construction Company, Inc., for a bid amount of \$228,852.30 plus a contingency amount not to exceed \$22,885.23 to be funded from the Quality of Life Fulstone Wetlands and Quality of Life Maintenance Funds as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Staff Summary: Carson City received sealed bids for the Fulstone Wetlands Enhance-South Access, Northridge Drive project. Project consists of clearing and grubbing, demolition, earthwork, keystone walls, buck and rail fence, decomposed granite paths, chain link fence modifications, concrete flatwork, landscape and irrigation improvements, site furnishings and revegetation treatments to Fulstone Wetlands and Northridge Drive right-of-way areas.

Time of completion for this project is as follows:

Milestone A is fifty (50) calendar days from the date of the Notice to Proceed, Milestone B is twenty (20) days from November 15, 2010, and Milestone C is one (1) year from the date of the Notice to Proceed.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Cruz Construction Company, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-092 Fulstone Wetlands Enhancement-South Access, Northridge Drive to Cruz Construction Company, Inc., for a bid amount of \$228,852.30 plus a contingency amount not to exceed \$22,885.23 to be funded from the Quality of Life Fulstone Wetlands and Quality of Life Maintenance Funds as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on August 15, 2010.

The bids were opened at approximately 11:10 a.m. on September 31, 2010 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Joe Avilla, Avilla Construction; Mark Byars, A & K Earth Movers; Brian Smith, Horizon Construction; Randy Pitts, F and P Construction; Kale Peery, Cruz Construction; Tom Grundy, Public Works; Darren Anderson, Public Works; Kim Belt, Public Works; Ann Bollinger, Parks and Recreation; Juan Guzman, Parks and Recreations; Vern Krahn, Parks and Recreation; and Sandy Scott-Fisher, Purchasing and Contracts.

Bids were received from the following bidders. Please refer to the **BID TABULATION** for specifics.

Name of Bidder	Total Award Amount
Cruz Construction Company, Inc.	\$228,852.30
Avilla Construction Company	\$236,672.49
V & C Construction, Inc.	\$243,729.00
Horizon Construction, Inc.	\$278,416.67
A & K Earth Movers, Inc.	\$294,400.00
F & P Construction, Inc.	\$319,101.00

Staff recommends award to Cruz Construction, Inc., as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. Chapter 338 Public Works

Engineers Estimate: \$220,000.00

Project Budget: \$251,737.53

Fiscal Impact: Not to exceed \$251,737.53

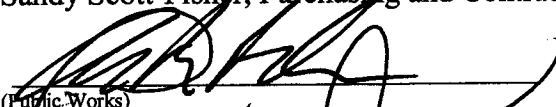
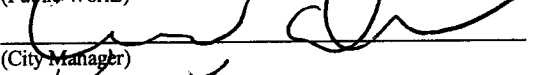
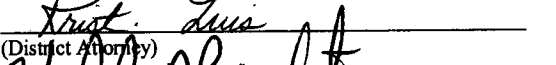
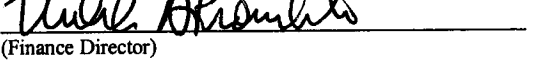
Explanation of Impact: If approved the below referenced account could be decreased by \$251,737.53.

Funding Source: 254-5047-452-7812 Quality of Life Fulstone Wetlands \$194,913.00 and 254-5047-452-0450 Quality of Life Maintenance Funds \$56,824.53 as provided in FY 2010/2011.

Alternatives: Determine another bidder is the lowest and most responsible and responsive bidder pursuant to N.R.S. Chapter 338 or do not award contract.

Supporting Material: Contract No. 1011-092, Bid Response from Cruz Construction, and Bid Tabulation.

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Management Coordinator

Reviewed By:  Date: 9/7/10
(Public Works)
 Date: 9/7/10
(City Manager)
 Date: 9/7/10
(District Attorney)
 Date: 9/7/10
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____ _____

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-092**

Fulstone Wetlands Enhancement—South Access, Northridge Drive

THIS CONTRACT made and entered into this 16th day of September, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "OWNER", and Cruz Construction Company, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized pursuant to Nevada Revised Statutes 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1011-092, titled "Fulstone Wetlands Enhancement – South Access, Northridge Drive"** are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

REQUIRED APPROVAL

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors or the Carson City Regional Transportation Commission.

CONTRACT TERM AND LIQUIDATED DAMAGES

CONTRACTOR agrees to complete the Work on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of the **OWNER** before final payment is made, unless sooner termination by either party as specified in the General Conditions, section GC 3.18.

Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications; the **CONTRACTOR** will complete the work within the Contract time. Since **OWNER** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **OWNER** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the work, in addition to any direct charges incurred by the **OWNER** as a result of delay of the Project, including engineering fees and additional damages due to late construction. The **OWNER** also reserves the right to deduct any amounts due the **OWNER** from any moneys earned by the **CONTRACTOR** under this Contract.

That in the performance of this Contract, an employer shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days with an work week. Employers should refer to NRS 608.018 for further details on overtime requirements.

NOTICE

Unless otherwise specified, termination shall not be effective until seven (7) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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For P&C Use Only

CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

Notice to **CONTRACTOR** shall be addressed to:

Kale Peery, Operations Manager
Cruz Construction Company, Inc.
19 Cygnet Drive
Mound House, NV 89706
775-883-6161/FAX 775-246-5556
kale@cruzpavingnv.com

Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
SScott@carson.org

COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of Two Hundred Twenty-Eight Thousand, Eight Hundred Fifty-Two Dollars and Thirty Cents (\$228,852.30).

OWNER will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of work performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on the **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

Contract Amount represents full and adequate compensation for the complete Work, and includes the furnishing of all materials; all labor, equipment, tools, transportation, services, appliances; and all expenses, direct or indirect connected with the proper execution of the work.

OWNER does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

CONTRACT TERMINATION

Termination Without Cause:

Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for work actually completed. In no event if termination occurs under this provision shall **CONTRACTOR** be entitled to anticipated profits on items of work not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall assure that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages, due to breach of contract, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

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Termination for Nonappropriation:

The continuation of this Contract beyond June 30, 2011 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. CITY may terminate this Contract, and CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

Cause Termination for Default or Breach:

A default or breach may be declared with or without termination.

This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

If CONTRACTOR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONTRACTOR to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

If CONTRACTOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

If CITY materially breaches any material duty under this Contract and any such breach impairs CONTRACTOR'S ability to perform; or

If it is found by CITY that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

If it is found by CITY that CONTRACTOR has failed to disclose any material conflict of interest relative to the performance of this Contract.

CITY may terminate this Contract if **CONTRACTOR**:

Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract;

Persistently or materially refuses or fails to supply properly skilled workers or proper materials;

Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors;

Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;
Otherwise makes a material breach of a provision of this Contract; or

CONTRACTOR fails to maintain safe working conditions.

When any of the above reasons exist, CITY may provide, without prejudice to any other rights or remedies of CITY and after giving **CONTRACTOR** and **CONTRACTOR'S** Surety, seven (7) calendar days written notice, terminate employment of **CONTRACTOR** and may, subject to any prior rights of the surety:

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Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and,

Finish the Work by whatever reasonable method **CITY** may deem expedient.

If **CITY** terminates this Contract for one of the reasons stated in above, **CONTRACTOR** shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the cost of finishing the Work including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the Work exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

In the event of such termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**; however, such holdings will not release **CONTRACTOR** or its sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the Work by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

If at any time before completion of the Work under this Contract, the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, **CITY** may give notice to **CONTRACTOR** to discontinue the Work and terminate this Contract. **CONTRACTOR** shall discontinue the Work in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the work actually performed up to the time of discontinuance, including any extra work ordered by **CITY** to be done.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

Winding Up Affairs Upon Termination:

In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

CONTRACTOR shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

CONTRACTOR shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

CONTRACTOR shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with City Ownership of Proprietary Information.

SCOPE OF WORK

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The parties agree that the scope of work will be specifically described and hereinafter referred to as the **WORK**. This Contract incorporates the following attachments, a **CONTRACTOR'S** attachment shall not contradict or supersede any **OWNER** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

CONTRACTOR agrees that the Contract Documents for Bid No. 1011-???? include, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, herein after referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

CONTRACTOR additionally agrees **CONTRACTOR'S** Bid Bond, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, referred to as Exhibit B, are incorporated herein and made a part whereof.

FAIR EMPLOYMENT PRACTICES

Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTORS** and Public Bodies;

*In connection with the performance of work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

PREFERENTIAL EMPLOYMENT

Pursuant to Nevada Revised Statute 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

In connection with the performance of work under this Contract, **CONTRACTOR** agrees to comply with the provisions of Nevada Revised Statute 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

ALTERNATIVE DISPUTE RESOLUTION

Pursuant to Nevada Revised Statute 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arising between **OWNER** and **CONTRACTOR** cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree that, before judicial may be initiated, **OWNER** and **CONTRACTOR** will submit the dispute to non-binding mediation. **OWNER** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **OWNER**. The person selected as mediator shall determine the rules governing the mediation.

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LIMITED LIABILITY

OWNER will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **OWNER** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

FORCE MAJEURE

NEITHER party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

INDEMNIFICATION

To the extent permitted by law, including but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnifying party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

- 1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 2) a detailed explanation of the basis upon which the indemnified party believed that the claim or cause of action asserted against the indemnified party implicated the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide legal defense for the indemnified party, the indemnifying party shall not be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

INDEPENDENT CONTRACTOR

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his/her or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR 1011-092

Fulstone Wetlands Enhancement-South Access, Northridge Drive

It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control; and direct performance of the details incident to its duties under this Contract.

Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

CONTRACTOR shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

COMPLIANCE WITH LEGAL OBLIGATIONS

Pursuant to NRS 338.153, a public body shall include in each contract for a public work a clause requiring each Contractor, subcontractor and other person who provide labor, equipment, materials, supplies and services for the public work to comply with the requirements of all applicable state and local laws, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and license required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS 361.157 and NRS 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **OWNER** may set-off against consideration due any delinquent government obligations.

WAIVER OF BREACH

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision does not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

ASSIGNMENT/DELEGATION

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **OWNER**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **OWNER**.

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CITY OWNERSHIP OF PROPRIETARY INFORMATION

Any files, reports, histories, studies, test, manuals, instruction, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be exclusive property of the City of Carson City, Nevada, and such materials shall be delivered into **OWNER'S** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **OWNER**. Notwithstanding the foregoing, **OWNER** shall have no proprietary interest in any materials license for use by **OWNER** that are subject to patent, trademark or copyright protection.

OWNER shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

CONTRACTOR'S drawings, specification and other documents shall not be used by **OWNER** or others without expressed permission of **CONTRACTOR**.

PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **OWNER** will have duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332,061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONFIDENTIALITY

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

FEDERAL FUNDING

In the event federal funds are used for payment of all or part of this Contract:

CONTRACTOR certified, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp.19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

CONTRACTOR and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101.36.999, inclusive, and any relevant program-specific regulations.

CONTRACTOR and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulation, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap conditions (including AIDS and AIDS-related conditions).

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LOBBYING

The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

Any federal, state, county or local agency, legislature, commission, counsel or board;

Any federal, state, county or local legislator, commission member, counsel member, board member, or any other elected official; or

Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board.

PROPER AUTHORITY

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the ??? Carson City Board of Supervisors/Carson City Regional Transportation Commission and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

GOVERNING LAW: JURISDICTION

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principal of conflict-of-law that would require the application of the law any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

ENTIRE CONTRACT AND MODIFICATION

This Contract and its integrated attachment(s) constitute the entire contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors or the Regional Transportation Commission.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-092**

Fulstone Wetlands Enhancement—South Access, Northridge Drive

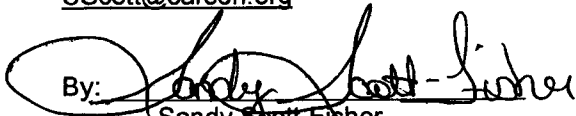
AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Sandy Scott-Fisher, Purchasing and
Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@carson.org

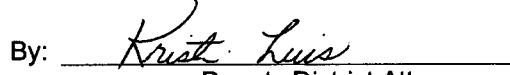
By: 
Sandy Scott-Fisher

Dated 9/7/10

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

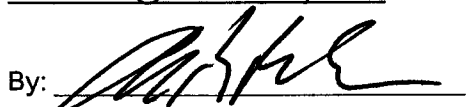
I have reviewed this Contract and approve
as to its legal form.

By: 
Deputy District Attorney

Dated 9/7/10

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 Ext. 30367
Fax: 775-887-2164
ABurnham@ci.carson-city.nv.us

By: 

Dated 9/7/10

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-092**

Fulstone Wetlands Enhancement-South Access, Northridge Drive

Kale Peery deposes and says: That he/she is Contractor or authorized agent of Contractor; the he/she has read the foregoing Contractor; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR
BY: Kale Peery
TITLE: Operations Manager
FIRM: Cruz Construction Company, Inc.
CARSON CITY BUSINESS LICENSE #: 10-10102
NEVADA CONTRACTOR'S LICENSE #: 41548A
Address: 16 Cygnet Drive
City: Mound House **State:** Nevada **Zip Code:** 89706
Telephone: 775-883-6161/**Fax:** 775-246-6161
E-mail Address: Kale Peery

Kale Peery ops man.
(Signature of Contractor)

DATED September 3, 2010

STATE OF NEVADA)
County of Lyon)ss

Signed and sworn (or affirmed before me on this 3rd day of September, 2010, by Kale Peery.

Linda Bryson
(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-092**

Fulstone Wetlands Enhancement–South Access, Northridge Drive

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 16, 2010 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1011-092** and titled "**Fulstone Wetlands Enhancement-South Access, Northridge Drive**". Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L CROWELL, MAYOR

DATED this 16th day of September, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 16th day of September, 2010.

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We CRUZ CONSTRUCTION COMPANY INC
 as Principal, hereinafter called Contractor, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
 a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and
 firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the
 sum of \$ FIVE PERCENT OF AMOUNT OF BID Dollars
 (state sum in words) FIVE PERCENT OF AMOUNT OF BID
 for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
 assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, identified as **BID #1011-092** and titled **"Fulstone Wetlands Enhancement
 -- South Access, Northridge Drive."**

NOW, THEREFORE if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the
 City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid
 Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
 and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and
 give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the
 amount specified in said bid and such larger amount for which the City may in good faith contract with another party to
 perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this
 obligation shall be null and void, otherwise to remain in full force and effect.

(Seal)

Executed on this 27th day of AUGUST 2010

Signature of Principal: _____

Title: _____

Firm: CRUZ CONSTRUCTION COMPANY INC

Address: 19 CYCNET DR

City/State/Zip Code: MOUNDHOUSE, NV 89706

Written Name of Principal: _____

ATTEST NAME

Signature of Notary: _____

Subscribed and sworn before me this _____ day of _____ 2010
 (printed name of notary) Notary Public for the State of _____

Claims Under this Bond May be Addressed to:	
Name of Surety	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Address	11070 WHITE ROCK RD
City	RANCHO CORDOVA
State/Zip Code	CA 95670
Name	NINA D DEDEKER
Title	ATTORNEY IN FACT
Phone	930 581-2702
Surety's Acknowledgement	
<i>Nina Dedecker</i>	

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for services of process in the State of Nevada. Certified copy of Power of Attorney must be attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219733

Certificate No. 002743769

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Randell L. House, Nina D. Dedeker, and Lizabeth Kay Rapadas

of the City of Tahoe City, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of December, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 16th day of December, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219733

Certificate No. 002743769

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Randell L. House, Nina D. Dedeker, and Lizabeth Kay Rapadas

of the City of Tahoe City, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of December, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

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In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



NEVADA STATE CONTRACTORS BOARD

9570 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-01-06-27-0196

CRUZ CONSTRUCTION CO., INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 41648A ORIGINAL ISSUE DATE: 12/02/1997 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: \$950,000 STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON JANUARY 1, 2010 AND EXPIRES ON DECEMBER 31, 2010 UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



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

12/15/2009 DATE

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

BID PROPOSAL

BID # 1011-092

BID TITLE: "Fulstone Wetlands Enhancement – South Access, Northridge Drive"

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

COMPLETION of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

BIDDER acknowledges receipt of 1 Addendums.

SUMMARY

	Description	Quantity	Unit	Unit Price	Total Price
BP.1)	Mobilization	1	LS	15,400	15,400
BP.2)	Clear and Grub	1.4	AC	7,895	7,895
BP.3)	Earthwork/Establishment of Rough grade	1	LS	11,700	11,700
BP.4)	Concrete Sidewalk - 5'x8' wide	6,000	SF	4.5	27,000
BP.5)	DG stabilized trail	18,884	SF	1.50	28326
BP.6)	Scupper	1	EA	4200	4200
BP.7)	Type I Curb and Gutter	100	LF	32.00	3200
BP.8)	Ped Ramp	1	EA	2515	2515
BP.9)	Cross Walk Striping	1	LS	920	920
BP.10)	Ped Crossing Sign	2	EA	175	350
BP.11)	Remove top 6" of ex Parking lot	1	LS	1215	1215
BP.12)	Keystone Wall	170	SF	29.00	4930
BP.13)	Buck & Rail Fence	750	LF	32.00	24000
BP.14)	Reveg Treatment A	28,030	SF	.17	4765.10
BP.15)	Reveg Treatment B	2,420	SF	3.86	9341.20

BID PROPOSAL

Item No.	Description	Quantity	Unit	Unit Price	Total Price
BP.16)	Chainlink Fence modification	2	EA	1020	2040
BP.17)	Relocation of Ex site Boulders	28	EA	80 ea	2240
BP.18)	6' Bench with Back	1	LS	900	900
BP.19)	8' ADA Table	1	LS	1850	1850
BP.20)	Loop Bike Rack	1	LS	1050	1050
BP.21)	Trash Receptacle	1	LS	900	900
BP.22)	Conduits in EX 10" Casing	1	LS	2900	2900
BP.23)	Electric Service Hook Up to Rainmaster Irrig. Controller	1	LS	1540	1540
BP.24)	Rain Master Irrig. Controller	1	LS	12220	12220
BP.25)	Backflow Preventer Assembly	1	LS	2550	2550
BP.26)	2" Irrigation Mainline	155	LF	9.00	1395
BP.27)	Drip Irrigation Valve Box	1	LS	1500	1500
BP.28)	Quick Coupler Valve Box	5	EA	1600	1600
BP.29)	Drip Irrigation System	1	LS	5900	5900
BP.30)	Evergreen Tree Planting (5'-6' in height)	6	EA	400	2400
BP.31)	Deciduous Tree Planting (6'-8' in height)	8	EA	187.50	1500
BP.32)	Deciduous Tree Planting (2" Caliper)	22	EA	200	4400
BP.33)	Shrubs planting (5 Gallon)	72	EA	23.00	1656
BP.34)	Shrubs/Ground cover/perennials/grasses planting (1 gallon)	402	EA	10.00	4020
BP.35)	Decomposed Granite/Fractured Rock Mulch	14,020	SF	.30	4206
BP.36)	3"x8" Rounded River Cobble Rock Mulch/Weed Fabric	2,205	SF	2.00	4410
Schedule A Subtotal					
Schedule B - Add/Alt					
BP.37)	One Year Maintenance Period	1	LS	4000	4000
BP.38)	Revegetation Treatment C	22,000	SF	.38	8360
Schedule B Subtotal					
BP.39)	Total Bid Price A + B				

BP.40) Total Bid Price Written in Words:

Two hundred nineteen thousand two hundred ninety-four
and 30/100 dollars

BID PROPOSAL

BP.40 BIDDER INFORMATION:

Company Name:	CRUZ CONSTRUCTION Co, INC.
Federal ID No.:	86-0869896
Mailing Address:	19 CYGNET DRIVE
City, State, Zip Code:	MOUND HOUSE NV 89706
Complete Telephone Number:	(775) 883-6161
Complete Fax Number:	(775) 246-5556
E-mail:	Kale@cruzpavingnv.com
Contact Person / Title:	Kale Peery / OPERATIONS MGR.
Mailing Address:	19 Cygnet Drive
City, State, Zip Code:	MOUND HOUSE NV 89706
Complete Telephone Number:	(775) 883-6161
Complete Fax Number:	(775) 246-5556
E-mail Address:	Kale@cruzpavingnv.com

BP.41 LICENSING INFORMATION:

Nevada State Contractor's License Number:	41648A
License Classification(s):	A- General Engineering
Limitation(s) of License:	
Date Issued:	12/2/97
Date of Expiration:	12/31/10
Name of Licensee:	Steven B. Cruz
Carson City Business License Number:	
Date Issued:	12/4/09
Date of Expiration:	12/31/10
Name of Licensee:	CRUZ CONSTRUCTION Co, INC.

BID PROPOSAL

OK

BP.42 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:	/
Address:	
City, State, Zip Code:	
Telephone Number:	
Owner 2) Name:	/
Address:	
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	/
Name	
Other 2) Title:	/
Name:	

Corporation:

State in which Company is Incorporated:	NEVADA
Date Incorporated:	4-30-1997
Name of Corporation:	CRUZ CONSTRUCTION Co., INC.
Mailing Address	19 Cygnet Drive
City, State, Zip Code:	MOUND HOUSE, NV 89706
Telephone Number:	(775) 883.6161
President's Name:	STEVEN CRUZ
Vice President's ^{DIRECTOR'S} Name:	STEVEN CRUZ
Other 1) Name:	VASSILIKI CRUZ
Title:	SECRETARY
Other 2) Name:	STEVEN CRUZ
Title	TREASURER

BID PROPOSAL

BP.43 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <i>LINDA BRYSON</i>	<i>5</i>
Title 1) <i>Office Manager</i>	
Name 2) <i>STEVEN CRUZ</i>	<i>13</i>
Title 2) <i>PRESIDENT</i>	
Name 3) <i>RICARDO GARCIA</i>	<i>13</i>
Title 3) <i>SUPERVISOR</i>	
Name 4) <i>KALE PEERY</i>	<i>1</i>
Title 4) <i>OPERATIONS MGR</i>	
Name 5) <i>OSCAR CROMER</i>	<i>6</i>
Title 5) <i>SHOP SUPER.</i>	
Name 6)	
Title 6)	

(If additional space is needed, attach a separate page)

BID PROPOSAL

BP.44 REFERENCES:

Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If NONE, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1):	GLENBROOK HOA
Contract Person:	LINDA BRADLEY
Mailing Address:	P.O. Box 447
City, State, Zip Code:	Glenbrook, NV 89413
Complete Telephone Number:	(775) 749-5266
E-Mail Address:	lb@glenbrookTahoe.org
Project Title:	Glenbrook Subdivision BMP Retrofit Project
Amount of Contract:	1,158,442.06
Scope of Work:	GRADING, PAVING, RE-VEGETATION
Company Name 2):	T-7 PROPERTY OWNERS
Contract Person:	Pete WOGLAM
Mailing Address:	P.O. Box 4951
City, State, Zip Code:	Incline Village NV 89450
Complete Telephone Number:	(775) 833-0354
E-Mail Address:	
Project Title:	BMP Retrofit Project
Amount of Contract:	207,838.25
Scope of Work:	GRADING, PAVING, RE-VEGETATION
Company Name 3):	Bear Ridge Developers
Contract Person:	Scott Dutcher
Mailing Address:	P.O. Box 4953
City, State, Zip Code:	Incline Village, NV 89450
Complete Telephone Number:	775 831-4700
E-Mail Address:	scott.dutcher1@gmail.com
Project Title:	GRADING, ASPHALT, CONCRETE, Re-vegetation

BID PROPOSAL


Amount of Contract	163,008.60
Scope of Work:	GRAADING, asphalt, concrete, re-vegetation
Company Name 4):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

BID PROPOSAL

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

BP. 45

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



 Signature of Authorized Certifying Official
 Steven Cruz

 Printed Name

PRESIDENT

 Title
 August 30, 2010

 Date

I am unable to certify to the above statement. My explanation is attached.

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2007	.74	13.29
2006	.79	10.01

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

BID PROPOSAL

SUBCONTRACTORS

BP. 46 INSTRUCTIONS: for Subcontractors exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor	Address	
Valley Concrete	501 S. 15th St., Sparks, NV 89431	
Phone	Nevada Contractor License #	Limit of License
(775)329-0656	8697A, 27598	unlimited
Description of work		
sidewalks, curb & gutter, ramp		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 47 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
<i>Moana Nursery</i>	<i>1100 W. Moana Ln., Reno, NV 89509</i>	
Phone	Nevada Contractor License #	Limit of License
<i>(775) 825.0602</i>	<i>3379 A, D, E, F</i>	<i>unlimited</i>
Description of work		
<i>Hydro seeding</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 48 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

BP. 49 ACKNOWLEDGMENT AND EXECUTION:

STATE OF NEVADA)
) SS
COUNTY OF LYOA)

I, Steven Cruz (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Fulstone Wetlands Enhancement - South Access, Northridge Drive", contract number 1011-092, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Steven Cruz

TITLE: PRESIDENT

FIRM: CRUZ CONSTRUCTION Co., INC.

Address: 19 Cygnet Drive

City, State, Zip: MOUND HOUSE NV 89706

Telephone: (775) 883-6161

Fax: (775) 246-5556

E-mail Address: Steve@CruzPavingNV.com

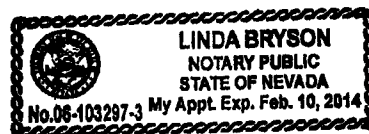
[Signature]
(Signature of Bidder)

DATED: August 30, 2010

Signed and sworn (or affirmed) before me on this 30th day of August, 2010, by
LINDA BRYSON

[Signature]
(Signature of Notary)

(Notary Stamp)



END OF BID PROPOSAL



Carson City

2621 Northgate Lane, Suite 6
Carson City, NV 89706

**THIS LICENSE IS NOT TRANSFERABLE AND MUST
BE DISPLAYED IN A CONSPICUOUS PLACE**

Licensee: CRUZ CONSTRUCTION COMPANY INC	Total License Fees: 78.75
Business Location: O OF T,	License Expires on: 12/31/10
Business Nature: GENERAL ENGINEERING	Validated on: 12/04/09

Restrictions:

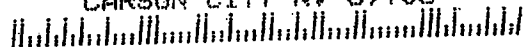
NEVADA STATE CONTRACTOR'S LIC #4164BA

THIS BUSINESS MUST CONFORM AND BE SUBJECT TO THE PROVISIONS OF THE ORDINANCES OF CARSON CITY AND THE LAWS OF THE STATE OF NEVADA. ANY CHANGES TO BUSINESS APPLICATION DATA MUST BE REGISTERED BEFORE THEY BECOME EFFECTIVE.

LICENSE #

10--00010102

CRUZ CONSTRUCTION COMPANY INC
19 CYGNET DR
CARSON CITY NV 89706





Nevada State Contractors Board

2510 Corporate Circle, Suite 200 Henderson NV 89074 (702)486-1100 Fax: (702)486-1190 Investigations: (702)486-1110
3670 Gateway Drive, Suite 100 Reno NV 89521 (775)688-1141 Fax: (775)688-1271 Investigations: (775)688-1168
www.nscb.state.nv.us

[Home](#)

License Search Details

Press "Previous Record" to view the previous record in the list

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

License Number: 0041648A

Current Date: 08/30/2010 03:56 PM (mm/dd/yyyy)

Business Primary Name: **CRUZ CONSTRUCTION CO INC** License Monetary **\$950,000.00**
Limit:

Business Address: **19 CYGNET DR**
MOUNDHOUSE, NV 89706
Phone Number: **(775)883-6161**

Status: **Active**
Status Date: **12/16/2008** (mm/dd/yyyy)
Origin Date: **12/02/1997** (mm/dd/yyyy)
Expiration Date: **12/31/2010** (mm/dd/yyyy)

Business Type: **Corporation**
Classification(s): **A - GENERAL ENGINEERING**

Principal Name	Relation Description
CRUZ, STEVEN BELMIRO	President Qualified Individual
CRUZ, VASSILIKI	Vice President

Bonds

Bond Type: **Surety Bond**
Bond Number: **105339529**
Bond Agent: **JONES, LORI J**
Surety Company: **TRAVELERS CASUALTY & SURETY CO OF AMERICA**
Bond Amount: **\$20,000.00**
Effective Date: **11/19/2009** (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

Bid Tabulation Report from Carson City Purchasing & Contracts 775-283-7137

<http://www.carson.org/Index.aspx?page=998>

Notice to Contractors Bid# 1011-092 Fulstone Wetlands Enhancement - South Access, Northridge Drive

Date and Time of Bid Opening: August 31, 2010 at 10:10 a.m.

Description		Bidder # 1		Bidder # 2		Bidder # 3		
		Cruz Construction Company, Inc.	Avilla Construction Company	V & C Construction, Inc.				
BONDING Provided, \$, %, or no		5%	5%	5%		5%		
PREFERENTIAL Bidder Status		Yes	No	Yes		Yes		
BIDDER acknowledges receipt addendums		1	1	1		1		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price
1 Mobilization	1	LS	\$15,400.00	\$15,400.00	\$1,740.00	\$1,740.00	\$16,000.00	\$16,000.00
2 Clear and Grub	1.4	AC	\$7,895.00	\$11,053.00	\$5,302.86	\$7,424.00	\$1,500.00	\$2,100.00
3 Earthwork/Establishment of Rough Grade	1	LS	\$11,700.00	\$11,700.00	\$10,973.60	\$10,973.60	\$21,000.00	\$21,000.00
4 Concrete Sidewalk - 5' and 8' wide	6000	SF	\$4.50	\$27,000.00	\$4.06	\$24,360.00	\$4.50	\$27,000.00
5 DG Stabilized Trail	18884	SF	\$1.50	\$28,326.00	\$2.61	\$49,287.24	\$0.75	\$14,163.00
6 Scupper	1	EA	\$4,200.00	\$4,200.00	\$3,364.00	\$3,364.00	\$3,000.00	\$3,000.00
7 Type 1 Curb and Gutter	100	LF	\$32.00	\$3,200.00	\$23.20	\$2,320.00	\$25.00	\$2,500.00
8 Ped Ramp	1	EA	\$2,615.00	\$2,615.00	\$986.00	\$986.00	\$2,400.00	\$2,400.00
9 Cross Walk Striping	1	LS	\$920.00	\$920.00	\$580.00	\$580.00	\$1,500.00	\$1,500.00
10 Ped Crossing Sign	2	EA	\$175.00	\$350.00	\$290.00	\$580.00	\$500.00	\$1,000.00
11 Remove Top 6" of Existing Parking Lot	1	LS	\$1,215.00	\$1,215.00	\$6,960.00	\$6,960.00	\$2,000.00	\$2,000.00
12 Keystone Wall	170	SF	\$29.00	\$4,930.00	\$25.52	\$4,338.40	\$21.00	\$3,570.00
13 Buck and Rail Fence	750	LF	\$32.00	\$24,000.00	\$23.20	\$17,400.00	\$40.00	\$30,000.00

14	Reveg Treatment A	28030	SF	\$0.17	\$4,765.10	\$0.34	\$9,530.20	\$0.40	\$11,212.00
15	Reveg Treatment B	2420	SF	\$3.86	\$9,341.20	\$0.47	\$1,137.40	\$2.00	\$4,840.00
16	Chainlink Fence Modification	2	EA	\$1,020.00	\$2,040.00	\$232.00	\$464.00	\$1,000.00	\$2,000.00
17	Relocation of Existing Site Boulders	28	EA	\$80.00	\$2,240.00	\$40.60	\$1,136.80	\$100.00	\$2,800.00
18	6' Bench with Back	1	LS	\$900.00	\$900.00	\$2,552.00	\$2,552.00	\$1,200.00	\$1,200.00
19	8' ADA Table	1	LS	\$1,850.00	\$1,850.00	\$3,375.00	\$3,375.00	\$1,900.00	\$1,900.00
20	Loop Bike Rack	1	LS	\$1,050.00	\$1,050.00	\$1,047.48	\$1,047.48	\$700.00	\$700.00
21	Trash Receptacle	1	LS	\$900.00	\$900.00	\$1,015.00	\$1,015.00	\$700.00	\$700.00
22	Conduits in EX 10' Casing	1	LS	\$2,900.00	\$2,900.00	\$1,276.00	\$1,276.00	\$1,500.00	\$1,500.00
23	Electric Service Hook Up to Rainmaster Irrig Controller	1	LS	\$1,540.00	\$1,540.00	\$1,670.40	\$1,670.40	\$3,500.00	\$3,500.00
24	Rain Master Irrig Controller	1	LS	\$12,220.00	\$12,220.00	\$15,335.14	\$15,335.14	\$16,000.00	\$16,000.00
25	Backflow Preventer Assembly	1	LS	\$2,550.00	\$2,550.00	\$4,117.87	\$4,117.87	\$3,600.00	\$3,600.00
26	2" Irrigation Mainline	155	LF	\$9.00	\$1,395.00	\$4.76	\$737.80	\$17.00	\$2,635.00
27	Drip Irrigation Valve Box	1	LS	\$1,500.00	\$1,500.00	\$1,870.00	\$1,870.00	\$1,700.00	\$1,700.00
28	Quick Coupler Valve Box	5	EA	\$1,600.00	\$8,000.00	\$179.99	\$899.95	\$200.00	\$1,000.00
29	Drip Irrigation System	1	LS	\$5,900.00	\$5,900.00	\$10,407.33	\$10,407.33	\$9,500.00	\$9,500.00
30	Evergreen Tree Planting (5'-6' in height)	6	EA	\$400.00	\$2,400.00	\$492.39	\$2,954.34	\$450.00	\$2,700.00
31	Deciduous Tree Planting (6' - 8' in height)	8	EA	\$187.50	\$1,500.00	\$183.70	\$1,469.60	\$250.00	\$2,000.00
32	Deciduous Tree Planting (2" Caliper)	22	EA	\$200.00	\$4,400.00	\$229.36	\$5,045.92	\$215.00	\$4,730.00
33	Shrubs Planting (5 Gallon)	72	EA	\$23.00	\$1,656.00	\$31.45	\$2,264.40	\$35.00	\$2,520.00
34	Shrubs/Ground Cover/Perennials/Grasses Planting (1 Gallon)	402	EA	\$10.00	\$4,020.00	\$15.58	\$6,263.16	\$17.00	\$6,834.00
35	Decomposed Granite/Fractured Rock Mulch	14020	SF	\$0.30	\$4,206.00	\$0.78	\$10,935.60	\$0.75	\$10,515.00
36	3'x8' Rounded River Cobble Rock Mulch/Weed Fabric	2205	SF	\$2.00	\$4,410.00	\$1.50	\$3,307.50	\$2.00	\$4,410.00
Sub-total of Schedule A:				\$216,592.30	\$219,126.13	\$224,729.00			
37	One Year Maintenance Period	1	LS	\$4,000.00	\$4,000.00	\$8,086.36	\$8,086.36	\$8,000.00	\$8,000.00
38	Revegetation Treatment C	22000	SF	\$0.38	\$8,360.00	\$0.43	\$9,460.00	\$0.50	\$11,000.00
Sub-total of Schedule B:				\$12,360.00	\$17,546.36	\$19,000.00			

Sub-total of Schedule A:	\$216,592.30	\$219,126.13	\$224,729.00
Sub-total of Schedule B:	\$12,360.00	\$17,546.36	\$19,000.00
Total Bid Price	\$228,952.30	\$236,672.49	\$243,729.00
Total Bid Price written in words? y/n			
	Yes	Yes	Yes
Bidder Information provided? y/n			
	Yes	Yes	Yes
Sub Contractors listed? y/n or none			
	Yes	Yes	Yes
Bid Document executed? y/n			
	Yes	Yes	Yes
END OF DOCUMENT			

*** Mathematical Error

Bid Tabulation Report from Carson City Purchasing & Contracts 775-283-7137

<http://www.carson.org/Index.aspx?page=998>

Notice to Contractors Bid# 1011-092 Fulstone Wetlands Enhancement - South Access, Northridge Drive

Date and Time of Bid Opening: August 31, 2010 at 10:10 a.m.

Description		Bidder # 4		Bidder # 5		Bidder # 6			
		Horizon Construction, Inc.		A & K Earth Movers, Inc		F & P Construction			
BONDING Provided, \$, %, or no		5%		5%		5%			
PREFERENTIAL Bidder Status		Yes		Yes		Yes			
BIDDER acknowledges receipt addendums		1		1		1			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price	
SCHEDULE A - BASE BID									
1	Mobilization	1	LS	\$14,670.00	\$14,670.00	\$28,903.50	\$28,903.50	\$20,120.00	\$20,120.00
2	Clear and Grub	1.4	AC	\$9,000.00	\$12,600.00	\$4,225.00	\$5,915.00	\$4,500.00	\$6,300.00
3	Earthwork/Establishment of Rough Grade	1	LS	\$10,220.00	\$10,220.00	\$41,800.00	\$41,800.00	\$26,300.00	\$26,300.00
4	Concrete Sidewalk - 5' and 8' wide	6000	SF	\$4.33	\$25,980.00	\$4.15	\$24,900.00	\$4.75	\$28,500.00
5	DG Stabilized Trail	18884	SF	\$2.48	\$46,832.32	\$2.10	\$39,656.40	\$2.75	\$51,931.00
6	Scupper	1	EA	\$3,660.00	\$3,660.00	\$4,320.00	\$4,320.00	\$3,000.00	\$3,000.00
7	Type 1 Curb and Gutter	100	LF	\$49.80	\$4,980.00	\$60.00	\$6,000.00	\$24.00	\$2,400.00
8	Ped Ramp	1	EA	\$2,300.00	\$2,300.00	\$1,620.00	\$1,620.00	\$1,875.00	\$1,875.00
9	Cross Walk Striping	1	LS	\$1,620.00	\$1,620.00	\$515.00	\$515.00	\$825.00	\$825.00
10	Ped Crossing Sign	2	EA	\$270.00	\$540.00	\$515.00	\$1,030.00	\$650.00	\$1,300.00
11	Remove Top 6" of Existing Parking Lot	1	LS	\$7,850.00	\$7,850.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
12	Keystone Wall	170	SF	\$27.75	\$4,717.50	\$32.00	\$5,440.00	\$48.00	\$8,160.00
13	Buck and Rail Fence	750	LF	\$26.00	\$19,500.00	\$16.00	\$12,000.00	\$45.00	\$33,750.00

14	Reveg Treatment A	28030	SF	\$0.32	\$8,969.60	\$0.26	\$7,287.80	\$0.30	\$8,409.00
15	Reveg Treatment B	2420	SF	\$5.44	\$13,164.80	\$6.05	\$14,641.00	\$6.50	\$15,730.00
16	Chainlink Fence Modification	2	EA	\$475.00	\$950.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00
17	Relocation of Existing Site Boulders	28	EA	\$92.00	\$2,576.00	\$145.00	\$4,060.00	\$300.00	\$8,400.00
18	6" Bench with Back	1	LS	\$980.00	\$980.00	\$890.00	\$890.00	\$1,400.00	\$1,400.00
19	8' ADA Table	1	LS	\$2,170.00	\$2,170.00	\$1,425.00	\$1,425.00	\$2,515.00	\$2,515.00
20	Loop Bike Rack	1	LS	\$865.00	\$865.00	\$880.00	\$880.00	\$1,000.00	\$1,000.00
21	Trash Receptacle	1	LS	\$885.00	\$885.00	\$885.00	\$885.00	\$1,150.00	\$1,150.00
22	Conduits in EX 10' Casing	1	LS	\$6,225.00	\$6,225.00	\$310.00	\$310.00	\$5,570.00	\$5,570.00
23	Electric Service Hook Up to Rainmaster Irrig Controller	1	LS	\$1,950.00	\$1,950.00	\$1,030.00	\$1,030.00	\$3,875.00	\$3,875.00
24	Rain Master Irrig Controller	1	LS	\$14,280.00	\$14,280.00	\$16,825.00	\$16,825.00	\$17,955.00	\$17,955.00
25	Backflow Preventer Assembly	1	LS	\$3,835.00	\$3,835.00	\$3,540.00	\$3,540.00	\$3,775.00	\$3,775.00
26	2" Irrigation Mainline	155	LF	\$4.50	\$697.50	\$15.50	\$2,402.50	\$17.00	\$2,635.00
27	Drip Irrigation Valve Box	1	LS	\$1,775.00	\$1,775.00	\$740.00	\$740.00	\$800.00	\$800.00
28	Quick Coupler Valve Box	5	EA	\$170.00	\$850.00	\$265.00	\$1,325.00	\$300.00	\$1,500.00
29	Drip Irrigation System	1	LS	\$9,690.00	\$9,690.00	\$8,810.00	\$8,810.00	\$9,400.00	\$9,400.00
30	Evergreen Tree Planting (5'-6' in height)	6	EA	\$460.00	\$2,760.00	\$185.00	\$1,110.00	\$200.00	\$1,200.00
31	Deciduous Tree Planting (6' - 8' in height)	8	EA	\$171.00	\$1,368.00	\$230.00	\$1,840.00	\$300.00	\$2,400.00
32	Deciduous Tree Planting (2" Caliper)	22	EA	\$214.00	\$4,708.00	\$385.00	\$8,470.00	\$400.00	\$8,800.00
33	Shrubs Planting (5 Gallon)	72	EA	\$29.30	\$2,109.60	\$29.00	\$2,088.00	\$31.00	\$2,232.00
34	Scrubs/Ground Cover/Perennials/Grasses Planting (1 Gallon)	402	EA	\$14.50	\$5,829.00	\$12.40	\$4,984.80	\$13.50	\$5,427.00
35	Decomposed Granite/Fractured Rock Mulch	14020	SF	\$0.72	\$10,094.40	\$0.70	\$9,814.00	\$0.75	\$10,515.00
36	3'x8' Rounded River Cobble Rock Mulch/Weed Fabric	2205	SF	\$1.39	\$3,064.95	\$2.40	\$5,292.00	\$2.50	\$5,512.50
Sub-total of Schedule A:				\$255,266.67	\$274,250.00	\$308,161.50			
37	One Year Maintenance Period	1	LS	\$7,530.00	\$7,530.00	\$10,250.00	\$10,250.00	\$10,939.50	\$10,939.50
38	Revegetation Treatment C	22000	SF	\$0.71	\$15,620.00	\$0.45	\$9,900.00		\$0.00
Sub-total of Schedule B:				\$23,150.00	\$20,150.00	\$10,939.50			

Sub-total of Schedule A:		\$255,266.67	\$274,250.00	\$308,161.50
Sub-total of Schedule B:		\$23,150.00	\$20,150.00	\$10,939.50
Total Bid Price		\$278,416.67	\$294,400.00	\$319,101.00
Total Bid Price written in words? y/n		Yes	Yes	Yes
Bidder Information provided? y/n		Yes	Yes	Yes
Sub Contractors listed? y/n or none		Yes	Yes	Yes
Bid Document executed? y/n		Yes	Yes	Yes
END OF DOCUMENT				

*** Mathematical Error