# CARSON CITY PURCHASING AND CONTRACTS 201 North Carson Street, Suite 3 Carson City, NV 89701 775-283-7137/FAX 887-2107

### http://www.carson-city.nv.us/index.aspx?page=998

## NOTICE TO CONTRACTORS BID #1011-223 2011 CARSON CITY ADA IMPROVEMENT PROJECT PWP # CC-2011-247

May 9, 2011

Addendum No. 1

Please make the following additions/changes to the above referenced project.

Make the following changes to the Quote Documents;

#### 1. Summary

The bid summary should be replaced with the revised bid summary attached.

- 1) Added Bid Quote Line Numbers.
- 2) Corrected apron in Bid Quote Line QP. 7.
- 3) Revised Bid Quote Line QP. 9 to read:
  - "Remove and Replace Plantmix Bituminous Pavement Type 3 Aggregate, PG 64-22 w/lime, 4-inches thick on 6-Inch Type 2 Aggregate Base"
- 4) Corrected Scheduled value in Bid Quote Line QP. 12 to "4".
- 5) Added Quote Line QP. 13 Traffic Control
- 6) Add page QR-1 Bid Bond

#### 2. Contract Award

#### Add the following to page CA-1:

#### CA. 2.5 BONDS

#### A. Bonds Required

The Contractor agrees that any bonding or guarantee required by this bid shall not be considered as the exclusive remedy of the City for any default in any respect by the Contractor, but such bonding or guarantee shall be considered to be in addition to any right or remedy hereunder or allowed by law, equity, or statute.

A Performance Bond and a Payment Bond, pursuant to the requirements of NRS 339.025, if not otherwise excluded under the threshold stated in NRS 339.025, in the amount of one hundred percent (100%) of the Contract Amount shall be required of the Contractor prior to execution of the Contract and not later than ten (10) calendar days after receipt of the Notice of Award. Said bonds shall remain in full force and effect for a period of not less than one (1) year from the date of Final Acceptance of this Project by the City (Carson City Board of Supervisors or Carson City Regional Transportation Commission). Each of the bonds required must be executed by one or more surety companies authorized to do business in the State of Nevada. Note that individual surety bonds are not acceptable to the City.

#### B. Bond Forms

The referenced bonds shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by the City, as shown in the following Construction Contract forms.

The Bidder shall require any resident agent who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney.

Any Labor and Material Payment Bond or Performance Bond prepared by a licensed non-resident agent must be countersigned by a resident agent in accordance with the provisions of NRS 680A.300.

The referenced Bonds must be issued by a certified surety listed in the Department of the Treasury, Fiscal Service (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

#### 3. Contract

Add Bond Forms (attached)

#### 4. Special Conditions

#### Replace SC. 4.6.10 (B) with the following:

B. Payment for Plantmix Bituminous Pavement Type 3 Aggregate PG 64-22 w/lime 4 inches thick on 6 inches Type 2 Aggregate Base shall be made at the unit price named in the bid response, which price shall constitute full compensation for removal of existing improvements, the asphalt concrete/base section furnishing and placing bituminous surface course pavement, base, compaction, tack coat where required, disposal of excess material, and all necessary appurtenances and all other work, labor, equipment, materials, and incidentals necessary to complete installation.

#### Delete SC. 4.6.20 – Duplication of SC 4.6.23.

#### 3. Clarifications;

A. Carson City will be paying for dump fees.

#### End of Addendum No. 1

## QUOTE RESPONSE BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We			
as Principal, hereinafter called Contractor, and			
	levada, as Surety, hereinafter called the Surety, are held and cipality of the State of Nevada, hereinafter called City, for the <a href="Dollars">Dollars</a>		
(state sum in words) for the payment whereof Contractor and Surety bind themse assigns, jointly and severally, firmly by these presents.	elves, their heirs, executors, administrators, successors and		
WHEREAS, the Principal has submitted a bid, identified a PROGRAM".	as BID # 1011-223, and titled "2011 CARSON CITY ADA		
City in Accordance with the terms of such bid, and give sur Documents with good and sufficient surety for the faithful perf and material furnished in the prosecution thereof, or in the e give such bond or bonds, if the Principal shall pay to the City amount specified in said bid and such larger amount for wh	Principal and the Principal shall enter into a contract with the ch bond or bonds as may be specified in the bidding or Bid formance of such Contract and for the prompt payment of labor vent of the failure of the Principal to enter such Contract and of the difference not to exceed the penalty hereof between the bich the City may in good faith contract with another party to ated amount as specified in the Invitation for Bids then this orce and effect.		
	Executed on this day of2011		
	Signature of Principal:		
	Title:		
(Seal)	Firm:		
	Address:		
	City/State/Zip Code:		
	Written Name of Principal:		
	ATTEST NAME		
	Signature of Notary:		
Subscribed and sworn before me thisday o			
	Notary Public for the State of		
Claims Under this Bond May be Addressed to:	Nevada Resident Agent Information Complete for out of state bonding companies		
Name of Surety	Name of Local Agent		
Address	Address		
City	City		
State/Zip Code	State/Zip Code		
Name	Agent's Name		
Title	Agent's Title		
Phone	Agents Phone		
Surety's Acknowledgement			
<b>NOTICE:</b> No substitution or revision to this bond form will business in and have an agent for services of process in must be attached.			

### **QUOTE RESPONSE**

## QUOTE RESPONSE FOR RFQ # 1011-223 RFQ TITLE: 2011 CARSON CITY ADA IMPROVEMENT PROJECT

**NOTICE:** No substitution or revision to this **QUOTE RESPONSE** form will be accepted. Carson City will reject any Quote that is received that has changes or alterations to this **QUOTE RESPONSE** form.

<u>PRICES</u> shall be valid for sixty (60) calendar days after the date set for **QUOTE OPENING** which is indicated in the **Notice to Contractors**.

<u>COMPLETION</u> of this project is expected **PURSUANT TO THESE QUOTE AND CONTRACT DOCUMENTS**.

<b>BIDDER</b> acknowledges receipt of	Addendums.	
		(Signature of Bidder)

#### **SUMMARY**

	Description	Scheduled Value	Unit	Unit Price	Total Price
QP. 1	Mobilization, Demobilization and Clean up	1	LS		
QP. 2	Stormwater Protection	1	LS		
QP. 3	Remove and Replace Type 1 PCC Curb/Gutter on 6-Inch Aggregate Base	675	LF		
QP. 4	Remove and Replace PCC Type A Sidewalk on 4-Inch Aggregate Base	1575	SF		
QP. 5	Remove and Replace PCC Valley Gutter and Spandrel on 6-Inch Aggregate Base	1830	SF		
QP. 6	Remove Existing Improvements and Install Curb Ramp with Detectable Warning Plates on 4-Inch Aggregate Base	2000	SF		
QP. 7	Remove and Replace PCC Driveway Apron on 6-Inch Aggregate Base	200	SF		
QP. 8	Remove and Replace PCC Driveway on 6-Inch Aggregate Base	300	SF		
QP. 9	Remove and Replace Plantmix Bituminous Pavement Type 3 Aggregate, PG 64-22 w/lime, 4-inches thick on 6-Inch Type 2 Aggregate Base	4970	SF		
QP. 10	Pavement Marking, 24-inch wide Solid White Traffic Paint Striping Crosswalk	960	LF		
QP. 11	Pavement Marking, 24-inch wide Solid White Traffic Paint Yield Bar	120	LF		
QP. 12	Remove and Salvage Ground Mounted Sign and Post, and Re-install existing Sign on New Post and Anchor	4	EA		
QP. 13	Traffic Control	1	LS		
	Total Quote Price				

Total Quote Price Written in Words	•	

#### PERFORMANCE BOND

Doc. No. 2151 (Rev. 11-17-99)

KNOW ALL MEN BY THES	E PRESENTS, that I/we	
		as Principal, hereinafter called Contractor, and
	, Nevada a consolidated munici	la, as Surety, hereinafter called the Surety, are held pality of the State of Nevada, hereinafter called City Words)
		fol
the payment whereof Contractor a assigns, jointly and severally, firm		ir heirs, executors, administrators, successors and
WHEREAS, Contractor has b	y written agreement dated	, 2011, entered into a contract with the City
for <b>BID # 1011-223</b> and titled " <b>2011</b>	<b>CARSON CITY ADA IMPROVEI</b>	MENT PROGRAM" in accordance with drawings and erence made a part hereof, and is hereinafter referred

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the City and its obligation is not affected by any such alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be, and is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

## **PERFORMANCE BOND**

Continued for BID # 1011-223 and titled "2011 CARSON CITY ADA IMPROVEMENT PROGRAM"

BY:	(Signature of Principal)
TITLE:	
FIRM:	
Address:	L.S.
City, State, Zip	
Phone:	
Printed Name of Principal	
Attest By	(Signature of Notary)
Subscribed and Sworn before me this da	ay of ,2011
Name of Surety	Name of Local Agent
CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:	Nevada Resident Agent Information (complete for out of state bonding companies)
Address	Address
City	City
State/Zip Code	State/Zip Code
Name	Agent's Name
Title	Agent's Title
Telephone	Agent's Telephone
Surety's Acknowledgment:	Nevada Resident Agent's Acknowledgment:

#### **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 service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

## LABOR AND MATERIAL PAYMENT BOND

Doc. No. 2152 (Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that	I/we
	as Principal, hereinafter called Contractor, and
	a
corporation duly organized under the laws of the State of held and firmly bound unto Carson City, Nevada a consol called City, for the \$	
	f
or the payment whereof Contractor and Surety bind them and assigns, jointly and severally, firmly by these present	
WHEREAS, Contractor has by written agreement dated	, 2011 entered into a contract with the City
for BID #1011-223 and titled "2011 CARSON CITY ADA I and specifications prepared by Carson City and which conreferred to as the Contract	MPROVEMENT PROGRAM" in accordance with drawings

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit
- 3) No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
  - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
  - c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

## LABOR AND MATERIAL PAYMENT BOND

Continued for BID #1011-223 and titled "2011 CARSON CITY ADA IMPROVEMENT PROGRAM"

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

(signature of Principal)

**Nevada Resident Agent's Acknowledgment:** 

TITLE:		
FIRM:		
Address:		L.S.
City, State, Zip		
Phone:		
Printed Name of Principal:		
Attest by:		(signature of notary)
Subscribed and Sworn before me this	day of	, 2011
CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:  Name of Surety		Nevada Resident Agent Information (complete for out of state bonding companies)  Name of Local Agent
Address		Address
City		City
State/Zip Code		State/Zip Code
Name		Agent's Name
Title		
		Agent's Title

#### NOTICE:

By:

**Surety's Acknowledgment:** 

BY:

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

By: