

Item # 6A

City of Carson City
Agenda Report

Date Submitted: November 6, 2007

Agenda Date Requested: November 15, 2007

Time Requested: 10 Minutes

Labor Commissioner PWP #CC-2008-063

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and award Contract # 2007-065 "Carson City Fairgrounds/Fuji Park – Rodeo Arena Improvements, Phase IV, Part 2 Project" to the lowest responsive and responsible bidder.

Staff Summary: The Carson City Fairgrounds/Fuji Park – Rodeo Arena Improvements, Phase IV, Part 2 Project consists of reassembling and reorienting the former rodeo arena grandstands and bleachers in the new locations shown on the drawings; finish grading of the new rodeo arena; construction of new chutes and pens; construction of a restroom facility, multipurpose barn, covered show arena, announcers booth, and wash racks; installation of new fencing, sidewalks, and concrete plaza; applicable utilities; storm water management and erosion control BMP's.

Bids will be opened November 8, 2007, at 11:10 am and the bid results will be provided to the Board of Supervisors for review by 5:00 pm and staff will provide a written recommendation prior to the meeting. The original bid date of November 1, 2007, was postponed due to numerous corrections and clarifications made to the contract bid documents.

Type of Action Requested: (Check One)

- () Resolution () Ordinance
(**) Formal Action/motion () Other (Specify)

Does this Action Require a Business Impact Statement: () Yes (X) No

Recommended Board Action: I move to determine that _____ is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338, to award Contract #2007-065 "Carson City Fairgrounds/Fuji Park – Rodeo Arena Improvements, Phase IV, Part 2 Project" to _____ for a bid cost of _____ plus a ten-percent (10%) Contingency amount of _____ from the Question 18 and Capital Improvement Funds as provided for in FY 2007/2008, as well as the \$100,000.00 donation from Mike Pegram, and to authorize the Mayor to sign the contract contingent that there are no protests filed pursuant to NRS 338.142. The Engineer's Estimate is \$1,900,000.00.

Explanation for Recommended Board Action: This project was formally bid following the guidelines of NRS Chapter 338. *INVITATION TO BID* were mailed, faxed, or e-mailed on or about October 10, 2007, and the *NOTICE TO BIDDERS* was published in the Nevada Appeal on October 12, 2007.

Applicable Statute, Code, Policy, Rule or Regulation: Pursuant to the Requirements of N.R.S., Chapters 338, 339, and 624

Fiscal Impact: Will be presented at the time of the Board Meeting.

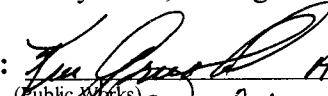
Explanation of Impact: If approved, the referenced account could be decreased by an amount to be determined after the bid opening on November 8, 2007.

Funding Source: Q18 254-5046-452-7150 \$2,000,000.00 as provided for in FY 2007/2008
CIP 220-0000-411-7801 \$80,000.00 as provided for in FY 2007/2008
Mike Pegram's Donation of \$100,000.00

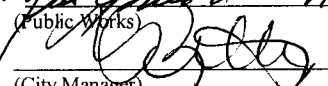
Alternatives: Provide Other Direction Pursuant to Board Action.

Supporting Material: Sample Contract. Bid Tabulation and Signed Contract will be provided after the bids have been opened on November 8th.

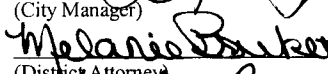
Prepared By: Sandy Scott, Management Assistant

Reviewed By:  ACTING

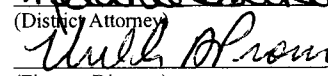
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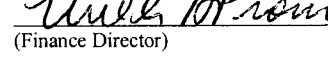
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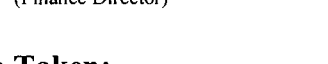


Date: 11-6-07



Date: 11-6-07





Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Sample Contract

THIS **CONTRACT** made and entered into this _____ day of _____, 2007, by and between _____ hereinafter referred to as "Contractor", and CARSON CITY, NEVADA, hereinafter referred to as "Owner".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Owner and the Contractor agree as follows:

- 1 That the Contractor will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the construction of the **"Carson City Fairgrounds/Fuji Park – Rodeo Arena Improvements, Phase IV – Part 2 Project"** Contract Number 2007-065 in accordance with the Contract Provisions, Plans, and Specifications therefore, adopted by the Owner as prepared by Carson City and Lumos and Associates, Inc. The contract amount for this work is \$ _____.
- 2 That the Owner will pay the Contractor progress payments and the final payment in accordance with the provisions set forth in the Specifications computed from the actual quantities of work performed and accepted, and the materials furnished, at the unit and lump sum prices shown in the Proposal, as bid in conformance with the Contract Documents defined hereinafter.
- 3 Contractor agrees to complete said Work on or before the date specified in the **NOTICE TO PROCEED** to the entire satisfaction of the Owner before final payment is made.
- 4 That pursuant to the provisions under **TIME FOR COMPLETION** and **LIQUIDATED DAMAGES** in the **CONTRACT PROVISIONS** 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 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.
- 5 That the Contractor will pay, and will require all subcontractors to pay, unless otherwise exempt therefrom, all employees on said work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, as contained in or referenced by the Contract Provisions for this work.
- 6 That the Contractor shall forfeit to the Owner, as a penalty, not less than \$20 nor more than \$50 for each calendar day and portion thereof that each workman employed on the public work: (a) is paid less than the designated rate for work done under the contract by the contractor or any subcontractor under him (b) is not reported to the public body awarding as required pursuant to NRS 338.070.
- 7 That in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than (8) hours of labor in a day from any person employed by him hereunder.
- 8 That the Contractor shall carry insurance and require all subcontractors to carry industrial insurance as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Contractor or his subcontractor's failure to pay premiums will automatically authorize the City to withhold amounts from funds due the contractor and make insurance premium payments on behalf of the Contractor and/or his subcontractors.
- 9 The Contractor shall, prior to the execution of the Contract, furnish two bonds on the forms bound herein approved by the Owner, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contractor shall not begin work until such bonds are supplied to and approved by the Owner.

Sample Contract

- 10 Contract Documents include, but are not limited to the Specification Book, Plans, Addendums, Change Orders and any other document that is incorporated into the contract is hereinafter referred to as EXHIBIT "A" and located at the Carson City Contracts Division for public inspection.

Invitation to Bid, Instructions to Bidders, Bid Bond, Bid Proposal Summary, Contract Award Instructions, Contract Performance Bond, Payment Bond, General Conditions, Permits, Special Conditions, Standard Specifications, Technical Specifications, Plans, Addenda, if any, Executed Change Orders, if any, Notice of Award, Notice to Proceed.

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

11 ACKNOWLEDGMENT AND EXECUTION:

- A. This **CONTRACT** entered into as of the day and year first written above.

STATE OF NEVADA)
) ss
CARSON CITY)

_____ being first duly sworn, deposes and says: That he/she is the Contractor, or authorized agent of the Contractor, for whom the aforesaid described work is to be performed by; that he/she has read the foregoing Contract and understands the terms, conditions, and requirements thereof.

CONTRACTOR:

By:
Title:
Firm:
Address:
City/State & Zip:
Telephone:
Fax:
E-mail:

ATTEST:

On this _____ day of _____, in the year 2007, before me,
/Notary Public, personally appeared

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it.
WITNESS my hand and official seal.

(Signature of Contractor)

Notary's Signature

DATED this _____ day of _____, 2007

L.S.

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 15, 2007, approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 2007-065** and titled "**Carson City Fairgrounds/Fuji Park – Rodeo Arena Improvements, Phase IV – Part 2 Project**".

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

MARV TEIXEIRA, MAYOR

DATED:

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED: _____