

**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-2008-068

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to determine the lowest responsive and responsible bidder pursuant to N. R. S. Chapter 338 and award Contract #2007-073 "Carson City Freeway Phase 2A Utility Relocations, Highway 50 East Project" to the lowest responsive and responsible bidder.

Staff Summary: Carson City is in the process of relocating their facilities as part of the Carson City Freeway Utility Relocations Project and the above described contract is necessary for relocations in Highway 50 East on both sides of the Freeway corridor. Project includes construction of approximately 78 linear feet of sanitary sewer and approximately 805 linear feet of water main, approximately 310 linear feet of water and sewer abandonment and appurtenances in Carson City.

Bids will be opened November 13, 2007, at 11:10 am and the bid results will be provided to the Board of Supervisors by 5:00 pm and staff will provide a written recommendation prior to the meeting.

Type of Action Requested: (check one)
() Resolution () Ordinance
(X) Formal Action/Motion () Other (Specify)

Does This Action Require A Business Impact Statement: () Yes (X) No

Recommended Board Action: I move to determine that **Aspen Developers Corp** is the lowest responsive and responsible bidder pursuant to N. R. S. Chapter 338, to award Contract #2007-073 "Carson City Freeway Phase 2A Utility Relocations, Highway 50 East Project" to **Aspen Developers Corp** for a bid cost of **\$396,312.00** plus a Contingency amount of **\$50,000.00** from the Water and Sewer NDOT By-Pass Funds as provided for in FY 2007/2008, 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 \$531,870.00.

Explanation for Recommended Board Action: This project was formally bid following the guidelines of NRS Chapter 338. **INVITATIONS TO BID** were mailed, faxed, or e-mailed on or about October 17, 2007 and the **NOTICE TO BIDDERS** was published in the Nevada Appeal on October 19, 2007.

This contract will provide for construction related to the City sewer and water relocations for Phase 2A of the Carson City Freeway in Highway 50 East. This contract has a very tight schedule in order to relocate sewer and water lines and not delay NDOT's freeway contractor. This relocation is one of three relocation projects related to Phase 2A of the Freeway. Construction in this area is expected to begin December, 2007. The initial contract for work in the Colorado Street, Saliman Road and Fairview Drive/Linear Ditch is complete. The second contract in the E. Fifth Street area is progressing with completion expected in early January of 2008.

Applicable Statue, 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 13, 2007.

Funding Source: Water and Sewer NDOT By-Pass Funds as Provided for in FY 2007/2008

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 13th.

Prepared By: Sandy Scott, Management Assistant

Reviewed By: _____	Date: _____
(Public Works)	
_____	Date: _____
(City Manager)	
_____	Date: _____
(District Attorney)	
_____	Date: _____
(Finance Director)	

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 Freeway Phase 2A Utility Relocations, Highway 50 East Project**, in accordance with the Contract Provisions, Plans, and Specifications therefore, adopted by the Owner as prepared by Carson City and . 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.

- 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. 2007-073** and titled **"Carson City Freeway Phase 2A Utilities Relocations, Highway 50 East 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: _____

BID REPORT FOR BID NO. 2007-073

BID #: 2007-073

BID TITLE: Carson City Freeway Phase 2A Utility Relocations, Highway 50 East

DATE: November 13, 2007

SUBMITTED BY: Cheryl Adams, Purchasing & Contracts Manager

- 1) The captioned bid was opened at approximately 11:10 a.m. on, November 13, 2007. The opening was held in the Public Works Department Large Conference Room, 3505 Butti Way, Carson City, Nevada 89701.
- 2) Invitations to bid were mailed, faxed, or e-mailed on or about October 17, 2007 to prospective bidders.
- 3) The **NOTICE TO BIDDERS** was published in the Nevada Appeal on October 19, 2007. On the date and time set for the bid opening, proposals were received from the following bidders: **REFER TO BID TABULATION FOR SPECIFICS.**

Name of Bidder	Total Award Amount
Aspen Developers Corp.	\$396,312.00
H. M. Byars Construction Co.	\$454,369.40
A & K Earth Moves, Inc.	\$497,050.00
Herback General Engineering LLC	\$544,029.72
Rapid Construction, Inc.	\$549,945.00
Gradex Construction Company, Inc.	\$661,039.74
Sierra Nevada Construction, Inc.	\$757,007.00
Peavine Construction, Inc.	\$994,401.00

BID REPORT FOR BID NO. 2007-073

4) CONCLUSION:

- a) Proposals received from the above stated bidders were reviewed for conformance to specifications, exceptions to the criteria stated under **AWARD OF CONTRACT**, the **GENERAL TERMS AND CONDITIONS**, and price. The Engineer's estimate was \$531,870.00.

5) RECOMMENDATION:

- a) Award to Aspen Developers Corp, PO Box 34145, Reno, NV 89509 775-786-3310 FAX #775-786-0790 as the lowest responsive and responsible bidder pursuant to N.R.S. 338 contingent that there are no protests filed pursuant to NRS 338.142 in the amount of \$396,312.00 with a Contingency amount of \$50,000.00

6) ATTACHMENTS:

- a) Bid Opening Register, Bid Tabulation Reports, and Proposal from Aspen Developers Corp.