

**City of Carson City
Agenda Report**

Date Submitted: July 29, 2014

Agenda Date Requested: August 7, 2014

Time Requested: 5 minutes

Labor Commissioner PWP # CC-2014-208

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that RADCO Communication, LLC is the lowest responsive and responsible bidder pursuant to Nevada Revised Statute (NRS) Chapter 338 and to award Contract No. 1314-184 titled "Sugarloaf Communication Site - Rebid" to RADCO Communication, LLC for a base bid amount of \$272,298 with a contingency amount not to exceed \$26,000 for a total contract amount of \$298,298 to be funded from the Capital Projects/Construction Accounts in the Fleet Fund as provided in the FY 2014/2015 Budget and a budget augmentation from working capital of the Sewer and Water Funds.

Staff Summary: Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Sugarloaf Communication Site Project. The project consists of a city furnished pre-fabricated communications shelter and propane standby generator. The Site will also consist of two contractor furnished propane tanks, a contractor furnished power and communications rack, a contractor furnished 80' lattice communications tower, and a bid alternate for the contractor to furnish a chain-link fence, gate, and gravel path as shown on the plans and in the project specifications.

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 RADCO Communication, LLC is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and to award Contract No. 1314-184 titled "Sugarloaf Communication Site - Rebid" to RADCO Communication, LLC for a base bid amount of \$272,298 with a contingency amount not to exceed \$26,000 for a total contract amount of \$298,298 to be funded from the Capital Projects/Construction Accounts in the Fleet Fund as provided in the FY 2014/2015 Budget, and a budget augmentation from working capital of the Sewer and Water Funds.

Explanation for Recommended Board Action: *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on June 18, 2014. The bids were opened at approximately 2:10 p.m. on July 9, 2014 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Kyle Boesen, Building Solutions; Mary Murphy, RADCO Communications; A. Joel Williams, NNE Construction; Sheri Russell, Finance; Rick Cooley, Darren Anderson, Hector Estrada, and Sam Bruketta from Public Works.

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

Name of Bidder	Total Base Bid Amount + Bid Alt BP.5
RADCO Communications, LLC	\$272,298.00
NNE Construction, Inc.	\$276,602.45
Building Solutions, Inc.	\$320,854.00
Sabre Communications Corp.	\$466,261.17

Staff recommends award to RADCO Communications, LLC as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

Engineers Estimate: \$280,000.00

Project Budget: \$317,500.00

Fiscal Impact: Not to exceed \$298,298

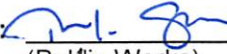
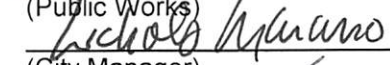

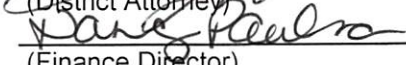
Explanation of Impact: If approved the below referenced accounts could be decreased by \$272,298 plus contingency of \$26,000 for a total contract amount of \$298,298.

Funding Source: Public Works Capital Projects/Construction Account Budget in the Fleet Fund: account 560-3055-419.70-40 for \$272,298 and contingency of \$26,000 if needed, for a total of \$298,298. Currently in FY 2014/15 there is a \$100,000.00 project budget. In the prior year FY 2013/14 there is unspent budget funding of \$99,242.73 in the above account, which will be moved to the FY 2014/2015 via a budget augmentation in January, 2015. Should this project be approved, working capital in Sewer and Water will be augmented to provide \$50,000 from each fund for this project, allowing for a total FY2014/15 Project Budget of \$299,242.73.

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

Supporting Material: Bid Tabulation Report, Contract No. 1314-184, and Bid Response.

Prepared By: Sheri Russell, Accounting Manager

Reviewed By: 
(Public Works)

(City Manager)

(District Attorney)

(Finance Director)

Date: 7/29/14
Date: 7/29/14
Date: 7/29/14
Date: 7/29/14

Board Action Taken:

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

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Sugarloaf Communication Site - Rebid
1314-184**

THIS CONTRACT made and entered into this 7th day of August, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and "RADCO Communication, LLC." hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **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. 1314-184, titled "Sugarloaf Communication Site - Rebid"** 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.

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 **CITY** before final payment is made, unless sooner termination by either party as specified in the General Conditions, section GC 3.5.

Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications; **CONTRACTOR** will complete the work within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** 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 **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due to **CITY** from any monies earned by **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.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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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.

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

Robert Davidson, Owner/Manager
RADCO Communications, LLC.
450 US Highway 395 N.
Carson City, NV 89704
775-826-6338/FAX No.775-826-6355
rdavidson@radcocom.com

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

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
KBelt@carson.org

COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of "Two Hundred Seventy Two Thousand Two Hundred Ninety Eight Dollars and No Cents" (\$272,298.00).

CITY 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 **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.

CITY 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

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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.

Termination for Nonappropriation:

All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event that **CITY** does not appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate.

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.

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SCOPE OF WORK

The parties agree that the scope of work will be specifically described and hereinafter referred to as "WORK". This Contract incorporates the following attachments, a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** 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. 1314-184 including, 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.

DAVIS BACON & RELATED ACTS 29CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5)

Each covered contractor or subcontractor must provide a weekly statement of the wages paid to each of its employees engaged in covered work. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on the "Statement of Compliance" form on the back of WH-347 "Payroll (For Contractors Optional Use)" or on any form with identical wording. Within seven days after the regular pay date for the pay period the statement shall be delivered to a representative of the federal or state agency in charge.

NRS 338.070(5) requires: " The record maintained pursuant to subsection 4-5 must be open at all reasonable hours to the inspection of the public body awarding the contract. The contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month."

CERTIFIED PAYROLLS FOR DAVIS BACON AND PREVAILING WAGE PROJECTS

The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act shall be paid for all classifications of labor on this Project. Also, in accordance with NRS 338, the hourly and daily wage rates must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and Subcontractor's certified payrolls for each calendar week is received by **CITY**.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Project.

The payroll records shall be certified and shall be submitted weekly to the Construction Manager. Submission of the certified payrolls shall be a condition precedent for processing the monthly progress payment. The General Contractor shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to the **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

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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, **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 **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before a judicial may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** 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 **CITY**. The person selected as mediator shall determine the rules governing the mediation.

LIMITED LIABILITY

CITY 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 **CITY** 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.

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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.

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**.

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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 licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

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 **CITY**, 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 **CITY**.

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 **CITY'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 **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

CITY 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, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

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PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **CITY** 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 **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** 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 certifies, 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).

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 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**.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Sugarloaf Communication Site - Rebid
1314-184**

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. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Sugarloaf Communication Site - Rebid
1314-184**

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: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

By: 
Kim Belt

Dated 7/29/14

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 7/29/14

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 Ext. 7367
Fax: 775-887-2164
Darren.Schulz@carson.org

By: 

Dated 7/29/14

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Sugarloaf Communication Site - Rebid
1314-184

Robert Davidson, deposes and says: That he is **CONTRACTOR** or authorized agent of **CONTRACTOR**; he has read the foregoing Contract; and that he understands the terms, conditions and requirements thereof.

CONTRACTOR
BY: Robert Davidson
TITLE: Owner/Manager
FIRM: RADCO Communications, LLC
CARSON CITY BUSINESS LICENSE #: 14-00022473
NEVADA CONTRACTOR'S LICENSE #: 0054771A
Address: 450 US Highway 395 N.
City: Carson City **State:** NV **Zip Code:** 89704
Telephone: 775-826-6338/**FAX No.** 775-826-6355
E-mail Address: rdavidson@radcocom.com

(Signature of Contractor)

DATED _____

STATE OF _____)
) **ss**
County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 2014, Robert Davidson.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Sugarloaf Communication Site - Rebid
1314-184**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 7, 2014 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1314-184** and titled "**Sugarloaf Communication Site - Rebid**". 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 7th day of August, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 7th day of August, 2014.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Sugarloaf Communication Site - Rebid
1314-184

PERFORMANCE BOND

Doc. No. 2151
(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 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 \$ _____ Dollars(state sum in Words) _____

_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated August 7, 2014, entered into a contract with the City for **BID # 1314-184** and titled "**Sugarloaf Communication Site - Rebid**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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
- 2) 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 # 1314-184 and titled "Sugarloaf Communication Site - Rebid"

BY:	(Signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip	
Phone:	
Printed Name of Principal	
Attest By	(Signature of Notary)
Subscribed and Sworn before me this	day of
	,2014

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety	
Address	
City	
State/Zip Code	
Name	
Title	
Telephone	
Surety's Acknowledgment:	
By:	

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 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 \$ _____ Dollars (state sum in words) _____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated August 7, 2014 entered into a contract with the City for **BID # 1314-184** and titled **"Sugarloaf Communication Site - Rebid"** in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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 #1314-184 and titled "Sugarloaf Communication Site - Rebid"

- 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.

BY:	(signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this day of , 2014	

**CLAIMS UNDER THIS BOND
MAY BE ADDRESSED TO:**

Name of Surety	
Address	
City	
State/Zip Code	
Name	
Title	
Telephone	
Surety's Acknowledgment:	
By:	

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.

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

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

Notice to Contractors Bid# 1314-184 Sugarloaf Communications Site Project

Date and Time of Opening: July 9, 2014 at 2:10 pm

Description			Bidder # 1		Bidder # 2		Bidder # 3		
			RADCO Communications, Inc.		NNE Construction, Inc.		Building Solutions, Inc.		
BONDING Provided, \$, %, or no			5%		5%		5%		
PREFERENTIAL Bidder Status and Affidavit attached			Y		Y		Y		
BIDDER acknowledges receipt addendums			0		0		0		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Cleanup (SC 4.2.2)	1	LS	\$22,000.00	\$22,000.00	\$15,000.00	\$15,000.00	\$18,500.00	\$18,500.00
2	BMP's Erosion Control (SC 4.2.3)	1	LS	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00
3	80 Foot 4-Pole Radio Tower (SC 4.2.4)	1	LS	\$144,505.00	\$144,505.00	\$89,856.25	\$89,856.25	\$174,000.00	\$174,000.00
4	Grading and Subgrade Preparation (SC 4.2.5)	1	LS	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00
5	Concrete Work (SC 4.2.6)	556	SF	\$40.00	\$22,240.00	\$77.70	\$43,201.20	\$45.00	\$25,020.00
6	Transportation and Securing of Facilities and Equipment (SC 4.2.7)	1	LS	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$4,000.00	\$4,000.00
7	Electrical, Gas, and Grounding (SC. 4.2.8)	1	LS	\$29,000.00	\$29,000.00	\$40,640.00	\$40,640.00	\$59,614.00	\$59,614.00
8	Concrete Bollards	7	EA	\$565.00	\$3,955.00	\$775.00	\$5,425.00	\$600.00	\$4,200.00
9	Subtotal: Schedule A				\$255,200.00		\$250,122.45		\$305,334.00
Additive Alternates: Schedule B									
10	6' Tall Chainlink Fence with Barb Wire (SC 4.2.9)	340	LF	\$39.70	\$13,498.00	\$47.00	\$15,980.00	\$33.70	\$11,458.00
11	Alternate 2: 4" Gravel Driveway (SC 4.2.11)	1	LS	\$3,600.00	\$3,600.00	\$10,500.00	\$10,500.00	\$4,060.00	\$4,060.00
	Subtotal: Schedule B				\$17,098.00		\$26,480.00		\$15,518.00
62	Total Base Bid Price (Schedule A+B)				\$272,298.00		\$276,602.45		\$320,852.00
Total Bid Price written in words? y/n									
			Y		Y		Y		
Bidder Information provided? y/n									
			Y		Y		Y		
Sub Contractors listed? y/n or none									
			1 (5%) ,2 (1%)		2 (5%)		3 (5%)		
Bid Document executed? y/n									
			Y		Y		Y		
END OF DOCUMENT									

Non-Responsive/Non-Responsible Bid

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

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

Notice to Contractors Bid# 1314-184 Sugarloaf Communications Site Project

Date and Time of Opening: July 9, 2014 at 2:10 pm

Description			Bidder # 4		Bidder # 5		Bidder # 6	
			Sabre Communications, Corp.					
BONDING Provided, \$, %, or no			5%					
PREFERENTIAL Bidder Status and Affidavit attached			N					
BIDDER acknowledges receipt addendums			0					
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Mobilization, Demobilization and Cleanup (SC 4.2.2)	1	LS	\$15,652.00	\$15,652.00		\$0.00	\$0.00
2	BMP's Erosion Control (SC 4.2.3)	1	LS	\$2,826.00	\$2,826.00		\$0.00	\$0.00
3	80 Foot 4-Pole Radio Tower (SC 4.2.4)	1	LS	\$139,218.00	\$139,218.00		\$0.00	\$0.00
4	Grading and Subgrade Preparation (SC 4.2.5)	1	LS	\$31,973.00	\$31,973.00		\$0.00	\$0.00
5	Concrete Work (SC 4.2.6)	556	SF	\$194.33	\$108,047.48		\$0.00	\$0.00
6	Transportation and Securing of Facilities and Equipment (SC 4.2.7)	1	LS	\$16,903.00	\$16,903.00		\$0.00	\$0.00
7	Electrical, Gas, and Grounding (SC. 4.2.8)	1	LS	\$123,600.00	\$123,600.00		\$0.00	\$0.00
8	Concrete Bollards	7	EA	\$1,038.07	\$7,266.49		\$0.00	\$0.00
9	Subtotal: Schedule A				\$445,485.97		\$0.00	\$0.00
Additive Alternates: Schedule B								
10	6' Tall Chainlink Fence with Barb Wire (SC 4.2.9)	340	LF	\$42.88	\$14,579.20		\$0.00	\$0.00
11	Alternate 2: 4" Gravel Driveway (SC 4.2.11)	1	LS	\$6,196.00	\$6,196.00		\$0.00	\$0.00
	Subtotal: Schedule B				\$20,775.20		\$0.00	\$0.00
62	Total Base Bid Price (Schedule A+B)				\$466,261.17		\$0.00	\$0.00
Total Bid Price written in words? y/n			Y					
Bidder Information provided? y/n			Y					
Sub Contractors listed? y/n or none			1 (5%)					
Bid Document executed? y/n			Y					
END OF DOCUMENT								

Non-Responsive/Non-Responsible Bid