

CARSON CITY, NEVADA  
REQUEST FOR BOARD ACTION

Item # 7

**Date Submitted:** August 25, 2006

**Agenda Date Requested:** September 7, 2006

**Time Requested:** Consent Agenda

**Labor Commissioner Pwp #CC-2006-346**

**To:** Mayor and Supervisors

**From:** Public Works - Contracts Division

**Subject Title:** Action to accept Public Works Recommendation and award the "Governor's Field Drainage & Paving Improvements Project", Contract #2006-037 to (Bidder #1) Sierra Nevada Construction, Inc., for a Contract Amount of \$ 696,007.00 and a Contingency Amount of \$69,600.00 from the Capital Acquisition/Governor's Field Asphalt Repair Fund 220-0000-452-6512 as provided for in FY 2006/2007.

**Staff Summary:** Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Governor's Field Drainage & Paving Improvement Project. This project in general consists of removal of existing curbs, gutter, and sidewalks, placement of new curbs, gutter and sidewalks, and pedestrian ramps, pulverize, regrading and paving of the parking lot and roadway surfaces; and signing, pavement legend, parking stall striping and includes all common phases of construction customarily associated with this type of project.

**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 accept Public Works Recommendation and award the "Governor's Field Drainage & Paving Improvements Project", Contract #2006-037 to (Bidder #1) Sierra Nevada Contractors, Inc., for a Contract Amount of \$696,007.00 and a Contingency Amount of \$69,600.00 from the Capital Acquisition/Governor's Field Asphalt Repair Fund 220-0000-452-6512 as provided for in FY 2006/2007.

**Explanation for Recommended Board Action:** This project was formally bid following the guidelines of NRS as indicated below. The recommendation above is to the lowest responsive and responsible bidder pursuant to those guidelines.

**Project Estimate:** \$800,000.00

**Applicable Statute, Code, Policy, Rule or Regulation:** Pursuant to the Requirements of N.R.S., Chapters 332, 338, 339, and 624.

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**Fiscal Impact:** Not to exceed \$756,607.00

**Explanation of Impact:** If approved, the referenced account could be decreased by \$756,607.00

**Funding Source:** Capital Acquisition/Governor's Field Asphalt Repair 220-0000-452-6512 as Provided for in FY 2006/2007.

**Alternatives:** Provide Other Direction Pursuant to Board Action.

**Supporting Material:**

- Bid Report
- Bid Tabulation Report
- Contract

**Prepared by:** Sandy Scott, Contract Coordinator

Reviewed By: John Benzing Date:   /  /  

John Benzing, Project Manager  
Reviewed By: (C/M) [Signature] Date: 8/29/06

Reviewed By (Finance Dir) [Signature] Date: 8/29/06

Reviewed By: (DA) [Signature] Date: 8/29/06

Reviewed By: (Development Svcs) [Signature] Date: 8/29/06

**BOARD ACTION:**

Motion \_\_\_\_\_ 1: \_\_\_\_\_ (Aye) :

\_\_\_\_\_ (Nay)

2: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Vote Recorded By)

## BID TABULATION REPORT

**BID #:** 2006-037

**BID TITLE:** Governor's Field Drainage & Paving Improvement Project

**DATE:** August 28, 2006

**SUBMITTED BY:** Sandy Scott, Contract Coordinator

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1. The captioned bid was opened at approximately 11:10 a.m. on August 25, 2006. The opening was held at 3505 Butti Way, Carson City, Nevada 89701.
2. Invitations to bid were mailed, faxed, or e-mailed on or about August 10, 2006, to prospective bidders.
3. The **NOTICE TO BIDDERS** was published in the Nevada Appeal on August 10, 2006. On the date and time set for the bid opening, proposals were received from the following bidders:

### REFER TO BID TABULATION FOR SPECIFICS.

BIDDER No.	NAME OF BIDDER	BID AMOUNT
1.	Sierra Nevada Construction, Inc.	\$696,007.00
2.	A & K Earth Movers, Inc.	888,700.00
3.	Horizon Construction, Inc.	999,034.25

### 4 CONCLUSION:

- 4.1 Proposals received from the above stated bidders were reviewed for conformance to specifications, exceptions to the criteria stated under **AWARD OF CONTRACT**, in the **GENERAL TERMS AND CONDITIONS**, and price.

### 5 RECOMMENDATION:

- 5.1 Award to Bidder No. (1) Sierra Nevada Construction, Inc., as the lowest responsive and responsible bidder pursuant to N.R.S. 332.

### 6 ATTACHMENTS:

- 6.1 Bid Tabulation

## BID TABULATION REPORT

**Bid No.** 2006-037      **Bid Title:** Governor's Field Drainage & Pavement Improvement Project  
**Date of Opening:** August 25, 2006      **Time of Opening:** 11:10 p.m.

DESCRIPTION	Bidder No. 1		Bidder No. 2		Bidder No. 3	
	unit price	total price	unit price	total price	unit price	total price
<b>BONDING</b> Provided, \$, %, or no	5%		5%		5%	
<b>PREFERENTIAL Bidder Status</b>	yes		yes		yes	
<b>BIDDER</b> acknowledges receipt addendums	yes		yes		yes	
Description	Unit	Sched Value	unit price	total price	unit price	total price
1 Mobilization/Demobilization and Cleanup	LS	1	10,354.00	10,354.00	16,601.10	73,000.00
2 Removal of Existing Improvements	LS	1	1.00	1.00	14,872.70	3,000.00
3 Remove Existing Asphalt Pavement	SF	185,830	0.30	55,749.00	0.27	50,174.10
4 Grading & Compaction	SF	185,830	0.50	92,915.00	1.24	230,429.20
5 3" Type 3, AC20 Asphalt Concrete (50 Blow)	SF	180,340	2.20	396,748.00	2.30	414,782.00
6 4" Type 3, AC20 Asphalt Concrete (50 Blow)	SF	3780	2.90	10,962.00	3.85	14,553.00
7 Type 2 PCC Curb & Gutter	LF	1174	25.00	29,350.00	23.50	275,890.00
8 Type 1 PCC Median Curb	LF	640	16.50	10,560.00	20.00	12,800.00
					0.55	102,206.50
					0.67	124,506.10
					2.70	486,918.00
					4.50	17,010.00
					36.60	42,968.40
					34.40	22,016.00

## BID TABULATION REPORT

9	PCC Sidewalk	5000	SF	5.50	27,500.00	5.50	26,500.00	7.10	35,500.00
10	PCC Pedestrian Ramp	4	EA	1,500.00	6,000.00	2,025.00	8,100.00	2,900.00	11,600.00
11	PCC Valley Gutter	2700	SF	9.00	24,300.00	11.25	30,375.25	12.50	33,750.00
12	AC Speed Bump	10	EA	750.00	7,500.00	575.00	5,750.00	500.00	5,000.00
13	4" Wide White Parking Stall Striping	6450	LF	0.50	3,225.00	0.50	3,225.00	0.80	5,160.00
14	4" Wide Blue Parking Stall Striping	224	LF	0.75	168.00	0.85	190.40	2.25	504.00
15	4" Wide Blue Painted Hatch Fill Area	4	EA	50.00	200.00	55.00	220.00	60.00	240.00
16	4" Wide Yellow Painted Hatch Fill Area	6	EA	45.00	270.00	50.00	300.00	60.00	360.00
17	Blue Painted Curb	140	LF	1.00	140.00	1.10	154.00	2.00	280.00
18	Red Painted Curb	835	LF	1.00	835.00	1.10	918.50	1.15	960.25
19	Painted Pavement Legends	61	EA	50.00	3,050.00	55.00	3,355.00	80.00	4,880.00
20	Signing	17	EA	350.00	5,950.00	365.00	6,205.00	510.00	8,670.00
21	Relocate Sign	1	LS	300.00	300.00	330.00	330.00	510.00	510.00
22	Sidewalk Cross Drains	44	LF	140.00	6,160.00	220.00	9,680.00	242.00	10,648.00
23	4" Schedule 80 PVC Irrigation Sleeve	325	LF	10.00	3,250.00	29.60	9,620.00	25.00	8,125.00

## BID TABULATION REPORT

24	4" Schedule 80 PVC Electrical Conduit	52	LF	10.00	520.00	38.00	1,976.00	23.50	1,222.00
25	Total Bid Price				696,007.00		888,700.00		999,034.25
26	Total Bid Price Written in Words? y/n			yes			yes		yes
27	Bidder Information provided? y/n			yes			yes		yes
28	Sub Contractors Listed? y/n or none			yes			yes		yes
29	Bid Document Executed? y/n			yes			yes		yes
*** End of Document ***									

**CONTRACT NUMBER 2006-037**  
**GOVERNOR'S FIELD DRAINAGE & PAVEMENT IMPROVEMENT**  
**PROJECT**

THIS **CONTRACT**, made and entered into this 7th day of September, 2006, by and between Sierra Nevada Construction, Inc., P.O. Box 50760, Sparks, Nevada 89435, 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 **Governor's Field Drainage & Pavement Improvement Project** in accordance with the Contract Provisions, Plans, and Specifications therefor, adopted by the Owner as prepared by Carson City. The contract amount for this work is Six Hundred Ninety Six Thousand, Seven Dollars and No Cents (\$696,007.00).
- 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 within seventy (70) calendar after issuance of 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.

9.1 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.**

**10 ACKNOWLEDGMENT AND EXECUTION:**

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

STATE OF NEVADA )  
 ) ss  
CARSON CITY )

Kevin L. Robertson 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:**

**ATTEST:**

**By:** Kevin L. Robertson  
**Title:** President  
**Firm:** Sierra Nevada Construction, Inc.  
**Address:** P.O. Box 50760  
**City/State & Zip:** Sparks, Nevada 89435  
**Telephone:** 775-355-0420  
**Fax:** 775-355-0535  
**E-mail:**

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2006, 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 \_\_\_\_\_, 2006.

L.S.

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 7, 2006, approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 2006-037** and titled "**Governor's Field Drainage and Pavement Improvement 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 this 7th day of September, 2006.

**ATTEST:**

\_\_\_\_\_  
**ALAN GLOVER, CLERK-RECORDER**

DATED this 7th day of September, 2006.