



CITY OF CALIENTE

One Hundred Depot Avenue
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Final Issue date 26 April 2017

INVITATION TO BID

FOR

PARKING AND STREET IMPROVEMENTS

For the Trailhead, Skill Park & Trails

SNMPLA ROUND 15 GRANT FOR A MOUNTAIN BIKE PROJECT

Bids will be received by the City of Caliente and will be publicly opened and read aloud in the city council chambers, 100 Depot Avenue, Caliente NV. 89008

ON

MAY 26TH 2017 AT 2:00 PM

SEPARATE SEALED BID FOR CONSTRUCTION OF THE PARKING/STREET IMPROVEMENTS PORTION OF THE SNPLMA ROUND 15 GRANT FOR THE TRAILHEAD, SKILL PARK & TRAILS, WILL BE RECEIVED BY CALIENTE CITY FROM BIDDERS. BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE CITY COUNCIL CHAMBERS, 100 DEPOT AVENUE, CALIENTE, NV. 89008.

The work to be performed under this project shall consist of furnishing all labor, materials and equipment required to construct the features called for in the bidding documents.

This project is funded by: **A SNPLMA Round 15 Grant for the Trailhead, Skill Park & Trails**, Lincoln County Regional Transportation Committee and the City of Caliente.

Specifications have been prepared by the City of Caliente. The City will be represented by Ken Dixon, Project Manager and/or Jerry Carter, Public Works Administrator, telephone (775) 726-3131/3132

A pre bid tour will be held **10th of May, 2017 at 10:30** am leaving from the City council chambers. Attendance at the pre bid tour is requested. Names of attendees will be recorded.

- The Contractor and all sub-Contractor(s) selected must have the necessary Contractor's license (Classification A-2 or A-12 for Contractor. Sub-Contractors as listed for their specialty) as required by the State of Nevada.
- The selected Contractor and all of the sub-Contractor(s) must have an active entity status with the U.S. Government Systems Award Management (SAM).
- Davis-Bacon Act will be in effect for this project.
- 10% retention will be withheld from monthly progress payments.
- A bid bond is required with the request for proposal submission. Performance and Payment Bonds will be required of the selected Contractor(s)
- Tentative schedule is:

Issue bid documents	26 th of April 2017
Bid submittal deadline	26 th of May 2017 by 2pm, opening of bids at same time
Review of bids	29 th of May 2017
To City Council for approval	1 st of June 2017
Begin award Process	2 nd of June 2017
Issue notice to proceed	12 th of June 2017
Project completion and close out	30 st of September 2017

INSTRUCTIONS TO BIDDER

Complete set of bidding documents may be obtained from the City Office as designated in the advertisement or Invitation to bid. Complete sets of Bidding Documents, which include the following three documents: 1) Invitation to bid Documents 2) General Contract Conditions 3) Drawing labeled Exhibit "A" Design Plan. These shall be used for preparing BIDS, including the SCHEDULE OF VALUES quantity amounts. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

Each bid must be submitted in a sealed envelope, addressed to: **City of Caliente, 100 Depot Avenue, P.O. Box 1006, Caliente NV. 89008**. Each sealed envelope containing a bid must be clearly marked on the outside as **"BID for City of Caliente Parking/Street improvements Portion of the SNPLMA Round 15 Grant"**. And the envelope should bear the **name of the bidder, bidders address, and the date and time of the bid opening**. If the bid is forwarded by mail, it will be sent by registered mail only.

All bids must be made on the required **BID** form. All blank spaces for Bid must be filled in. Any bid may be withdrawn prior to the scheduled time for the opening for bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days of the time opening. Should there be reasons why the contract cannot be awarded within the specific period the time may be extended by mutual agreement between the **owner** and the **bidder**.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications including addenda. All bids will be checked by the **owner** for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

This work will be constructed by award of a competitive sealed bid contract award to the lowest responsible responsive bidder. **The low bid shall be that which has the lowest total cost on the bid items selected by the owner for inclusion in the final agreement rather than the total cost of all bid items prior to the elimination of various of the deductible alternate bid items** (if any). Compensation to the CONTRACTOR will be made through progressive monthly payments in accordance with the general conditions of these CONTRACT DOCUMENTS at the units and the prices indicated in the bid schedule.

The contract documents contain the provisions for the construction of the project. Information obtained from an officer agent or employer of the owner or any other person shall not affect the risk or obligations assumed by the contractor or employee of the owner or any other person, shall not affect the risk or obligations assumed by the CONTRACTOR or relieve from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a bid bond payable to the owner for five percent of the total amount of the BID. As soon as the bid prices have been compared the owner will return the bonds of all except the three lowest responsible responsive bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. THE BID BOND OF THE SUCCESSFUL bidder will be retained until the payment bond and performance

bond have been executed and approved after which it will be returned. A certified check may be used in lieu of a bid bond.

A performance bond and a payment bond, each in the amount of 100 percent of the contract price with a corporate surety approved by the owner will be required for the faithful performance of the contract.

Attorneys in fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and payment bond when required within ten (10) calendar days from the date the notice of award is delivered to the bidder. The notice of award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement the owner may at their option consider the bidder in default in which case the bid bond accompanying the proposal shall become the property of the owner.

Within ten (10) days of receipt of the agreement signed properly by the party to whom the contract was awarded and accompanied by acceptable performance and payment bonds when required the owner shall sign the agreement and return to the bidder an executed duplicate of the agreement. Should the owner not execute the agreement within such period the bidder may, by written notice, withdraw their signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the owner.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by owner. Should there be reasons why the notice to proceed cannot be issued within such period the time may be extended by mutual written agreement between the owner and contractor. If the notice to proceed has not been issued within ten (10) day period or within the period mutually agreed upon the contractor may terminate the agreement without further liability on the either party.

The owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the agreement and to the work contemplated therein.

A conditional or qualified bid will not be accepted. Award will be made to the lowest responsible, responsive bidder. The owner reserves the right to reject any and all of the bids. The lowest bidder shall supply the names and addresses of major material suppliers and subcontractors when requested by the owner.

The bidder and owner recognize that time is of the essence in this agreement and that the owner will suffer financial loss if the work is not completed within the time specified in the bid requirements. The bidder and owner agree **that as** liquidated damages for delay but not as a penalty, the bidder shall pay the owner the specified amount for each day that expires after the specified time for substantial completion until the work is substantially complete. All applicable laws, City ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

BID AGREEMENT

Bid of _____ (Bidder), organized and existing under the laws of the State of Nevada and doing business as _____

To/for the **City of Caliente** (Owner)

In compliance with the invitation to bid, the bidder will perform all work for construction of the **Parking/Street improvements Portion of the SNPLMA Round 15 Grant** In accordance with the Design drawing (Exhibit "A"), the included schedule of values attached as a part of this bid agreement, all contract documents, and within the time set forth in the agreement and at the prices stated in the bid schedule of values.

By submission of this bid, bidder certifies that this bid has been prepared independently, without consultation, communication or agreements as to any matter relating to the bid with any other bidder, city representative or competitor.

The bidder hereby agrees to commence work under this contract on date specified in the notice to proceed, or upon the date mutually agreed upon, the. Also to fully complete the contract within 110 consecutive calendar days. The bidder further agrees to pay liquidated damages, the sum of \$500.00 for each consecutive day thereafter. This bid will remain open for 60 days after the date of bid opening. If awarded the contract, the bidder will sign all agreements and submit the security and all other documents required by the contract within 10 days after the date of the owners "notice of award".

Bidder acknowledges the receipt of the following addendums:

1:

2:

3:

SCHEDULE OF VALUES

NOTE: All items are considered to be deductible at owner's option.
 All materials shown below are to meet or exceed NDOT specifications.

Item #	Description	Quantity	Unit of measure	Unit price	Unit amount
Alice Street Parking improvements					
1	Mobilization	Lump sum	n/a	n/a	
2	Concrete /curb gutter (type 5)	241	lf		
3	Concrete drainage containment curb 6"x12" with 2 # 4 bars	230	lf		
4	Remove existing asphalt	24360	sf		
5	Sub-grade preparation	24360	sf		
6	Type 2 gravel 6"	24360	sf		
7	3" asphalt paving incl. tack and seal coat	24360	sf		
8	Striping street center line & parking lines	1050	lf		
9	Furnish and place 6" of native rock ground cover for drainage purposes	1205	sf		
10					
11					

Total cost

Submitted by: _____

Signature: _____ Title _____ Date: ___/___/20___

All ready-mix concrete will consist of an approved, air-entrained, 3,000 PSI mix design.

Asphalt paving will consist of approved asphalt concrete pavement as follows:

- Mix Design (ASTM 1559 and AASHTO T-283) 1 Mix Design for the project
- Asphalt temperature As needed to assure compliance
- Gradation and Asphalt Content 2 tests per production day
- Field Density 1 test per 1600 square yards
- Mix and Laydown Temperature As needed to assure compliance
- 3 inch Thickness 1 test per 1600 Square Yards

LABOR AND EQUIPMENT SCHEDULE OF VALUES

The **BIDDER** will complete and submit this form with the **BID**. Include all rates for equipment and labor that will be provided by your company for this project. The information will be used by the owner for the evaluation of bids. The values shall include overhead and profits. The unit costs will be used for calculating change orders or additional work during this project. Unit cost for equipment will include operator. **NOTE: Insure that all wages shown are in compliance with wages rates show in General Decision Number: NV170043 01/06/2017 NV43**

Item #	Description	Unit cost
1	Supervisor: Superintendent/General Foreman	
2	Foreman	
3	Skilled Labor (trade)	
A	Skilled Labor (trade)	
B	Skilled Labor (trade)	
C	Skilled Labor (trade)	
D	Skilled Labor (trade)	
E	Skilled Labor (trade)	
f	Skilled Labor (trade)	
4	Laborer	
5	Operator	
6	Excavators	
7	Loader/dozer/blade	
8	Trucks	
A		
B		
C		
D		
9	Misc. Equipment (compactor, Generator, Pumps, etc.)	
A		
B		
C		
D		

Submitted by: _____

Signature: _____ Title _____ Date ___/___/20___

LIST OF SUB-CONTRACTORS

The **BIDDER** will complete and submit this form with the BID. The business and the name of the subcontractor who performs the work under the **BID** in excess of one percent of the **CONTRACTOR's** total price of the **BID**, and each portion of the work that is to be done by each subcontractor must be listed. After the **BID** has been opened, no modifications or trades can be allowed without approval from the Owner. The **BIDDER** recognizes the constraints needed of subcontracting stated in form 420-General Conditions, Section 26

Work to be Fulfilled	License No.	Total Contract Percent	Name and Address of Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Submitted By:

Bidder: _____

Signature: _____

BONDING STATUS HISTORY

BIDDERS please complete and submit form with **BID**

Name of Bonding Firm: _____

Length of time Contactor has been with bonding company? _____

Capacity for Bonding: _____

Has this contractor ever had a bond filed on? (Yes or No) _____

Work History

How long has the company been in business? _____

With this form please attach ALL similar projects completed within the last 5 years that have had a contracted amount of \$100,000.00 or more. For each project include, summarization and title for project, the names of the supervisor and engineer, phone numbers and point of contact, project finalization date, and amount of contract. Not including any contract from the list of projects that have been completed within the last 5 years may result in the exclusion of the contractor from this bid.

Submitted By:

Bidder: _____

Signature: _____

Certification of Plan Approval

The **BIDDER** will complete and submit this form with the **BID**.

The **BIDDER** certifies that the **BIDDER** has been administered full convenience to look over the construction documents and field conditions to establish that the **BIDDER** fully grasps the layout intent shown and that all components for development shown have been included in the **BID**. The **BIDDER** authorizes that the **BID** covers all fundamental work, labor, and material specifically or essentially recommended for the project and that any mistakes or default in the construction documents have been brought to the attention of the City in a prompt manner so as to not grant alteration to the construction documents by way of any addition. The **BIDDER** concurs to relinquish any claim for additional cost or lag related to any mistake or omission in the construction documents that logically should have been checked before initiating work on the project.

Submitted By:

Bidder: _____

Signature: _____

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, the undersigned, _____

(CONTRACTOR's Name)

As principal, and _____ as sponsor, with these means are held and securely tied unto the **City Of Caliente** as holder in the Penalizing amount of 5% for the amends of which, well and truly will be made, with these means jointly and severally bind ourselves, successors and assigns.

Endorsed this _____ day of _____, 20____

The condition of the overhead liability is that whereas the principal has acknowledged to **City of Caliente** a certain **BID**. Attached here and thus made a part of hereof to access into a covenant in writing, for the **City of Caliente**

NOW, ON ACCOUNT OF, _____ If said **BID** is dropped or If said **BID** is accepted and the principal decides to execute and deliver a contract in the form of covenant attached here (properly completed in conformity with said **BID**) and will provide a bond or bonds as may be stated in the **CONTRACT DOCUMENTS** with assurance acceptable to the **OWNER** and be obliged to all other respects perform the compliance created by the approval of said **BID**. Then this duty will be void, otherwise the same will remain in force and effect; it being specifically understood and complied that the liability of the surety for all the claims hereunder shall, in no phase, exceed the penal amount of this requirement as stated in this document.

The guarantor, for appraisal received, thus stipulates and agrees that the duties of said surety and its **BOND** will be in no way harmed or affected by any delay of the time in reach which the **OWNER** may accept such **BID**; and said guarantor does with these means waive notice of any such continuing.

IN TESTIMONY WHERE, the principal and the guarantor have hereunto set their hands and seals, and such of them as are associations have caused their corporate seals to be here affixed and these present to be endorsed by their proper officers, the day and year first above.

_____ (Principal)

(Name of Guarantor)

By: _____

(Signature)

Important: Guarantor companies supplying BONDS must appear on the treasury departments current list (Circular 570 as amended) and be certified to effectuate business in the state where the project is located.

DAVIS – BACON QUALIFICATION DOCUMENTS

General Decision Number: NV170043 01/06/2017 NV43

Superseded General Decision Number: NV20160043

State: Nevada

Construction Type: Highway

County: Lincoln County in Nevada.

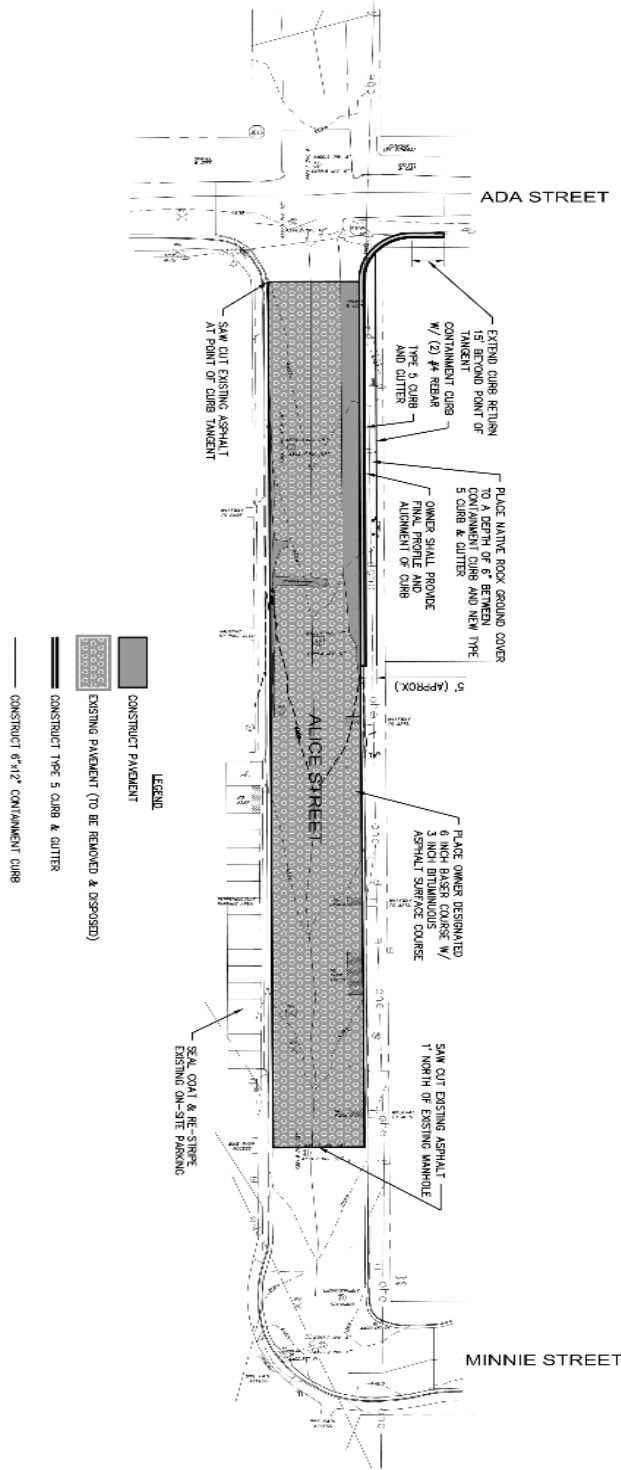
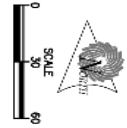
EXCLUDES NEVADA TEST SITE (NTS), NATIONAL TEST AND TRAINING RANGE (NTTR) & TONOPAH TEST RANGE (TTR)

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

EXHIBIT A ALICE STREET PAVEMENT EXTENTS



- LEGEND**
- CONSTRUCT PAVEMENT
 - EXISTING PAVEMENT (TO BE REMOVED & DISPOSED)
 - CONSTRUCT TYPE 5 CURB & GUTTER
 - CONSTRUCT 6"x12" CONTAINMENT CURB

 SUNRISE ENGINEERING	11 NORTH 200 WEST PO BOX 425000 LAS VEGAS, NV 89142 TEL: 702.438.8443 WWW.SUNRISE-ENG.COM	CITY OF CALIENTE TRAILHEAD SKILL PARK & TRAILS PROJECT PARKING/SITE IMPROVEMENTS ALICE STREET PAVEMENT EXHIBIT	SHEET NO. EX1 OF 3
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