



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM	<u>KS</u>
Finance	<u>DN</u>
DA	<u>✓</u>
Risk Mgt.	<u>DE</u>
HR	<u>N/A</u>
Comptroller	<u>CH</u>

## STAFF REPORT

BOARD MEETING DATE: May 24, 2016

**DATE:** April 13, 2016

**TO:** Board of County Commissioners

**FROM:** Rick Warner, P.E., Project Manager, Engineering and Capital Projects  
Community Services Department, 954-4621, rwarner@washoecounty.us

**THROUGH:** Dwayne Smith, P.E., Division Director, Engineering and Capital Projects,  
Community Services Department, 328-2043, desmith@washoecounty.us

**SUBJECT:** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the South Truckee Meadows Water Reclamation Facility 2016 Headworks and Chemical Building Electrical Improvement Project [staff recommends Nelson Electric Inc., in the amount of \$426,600]. (Commission District 2.)

### SUMMARY

The South Truckee Meadows Water Reclamation Facility 2016 Headworks and Chemical Building Electrical Improvement Project consists of replacing critical electrical equipment at the facility's headworks pumping and chemical storage buildings.

Sealed bids for the South Truckee Meadows Water Reclamation Facility 2016 Headworks and Chemical Building Electrical Improvement Project were opened on March 30, 2016. The list of bids received for the project is as follows:

<b>South Truckee Meadows Water Reclamation 2016 Headworks and Chemical Building Electrical Improvement Project</b>	
<b>Bidder</b>	<b>Amount</b>
Nelson Electric Company, Inc.	\$ 426,600
KG Walters Construction, Inc.	\$ 547,000
<b>Engineer's Estimate</b>	<b>\$ 518,000</b>

Staff has verified in the System for Award Management Exclusions that no bidder is excluded from receiving federal government contracts as a result of being debarred; thus, none of the bidders is prohibited by NRS 338.017(2) from being awarded a public works contract.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

### **PREVIOUS ACTION**

On July 28, 2015, the Board of County Commissioners (Board) approved execution of an Agreement for Consulting Engineering Services between CH2M Hill and Washoe County, dated April 2015, to provide engineering services for the South Truckee Meadows Water Reclamation Facility 2016 Headworks and Chemical Building Electrical Improvement Project, in the amount of \$311,000.

### **BACKGROUND**

Washoe County owns and operates the South Truckee Meadows Water Reclamation Facility (STMWRF), which provides sewer treatment to approximately 13,000 homes and businesses within southern Washoe County, including portions of the City of Reno. The facility was commissioned in 1990 and expanded in 2003. STMWRF is presently configured to treat up to 4.1 million gallons of sewage per day (mgd).

Although STMWRF is very well maintained and operated, many of the electrical and mechanical systems are nearing their expected useful lifespans. In March 2014, Washoe County Community Services staff accepted a report from CH2M Engineers Inc. identifying electrical improvements needing repair and/or replacement to maintain the facility's reliability, redundancy, efficiency, and improve safety for the on-site operations and maintenance staff.

Replacing the electrical equipment within the Headworks Pumping Building and Chemical Building were listed as top priorities. CH2M Engineers Inc. subsequently completed the detailed engineering and construction documents, and the project was successfully bid on March 30, 2016.

### **FISCAL IMPACT**

This project was identified and recommended for approval by the Board in the 2015-2016 Capital Improvement Program. Sufficient funds and budget authority for it exist in project number WR495116, account 781080. Revenues in support of this project are provided from monthly sewer rate charges.

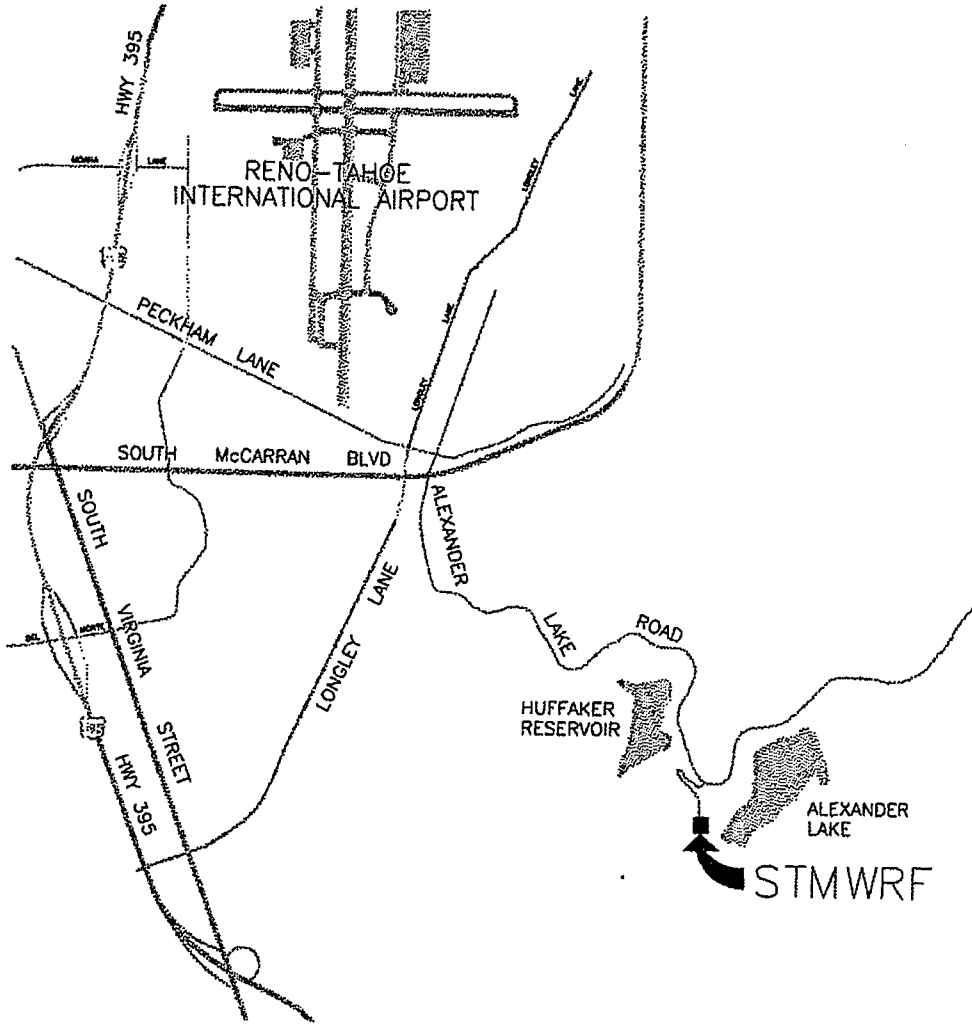
### **RECOMMENDATION**

It is recommended that the Board of County Commissioners award a bid and approve the Agreement to the lowest responsive, responsible bidder for the South Truckee Meadows Water Reclamation Facility 2016 Headworks and Chemical Building Electrical Improvement Project [staff recommends Nelson Electric Inc., in the amount of \$426,600].

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be. "Move to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the South Truckee Meadows Water Reclamation Facility 2016 Headworks and Chemical Building Electrical Improvement Project [staff recommends Nelson Electric Inc., in the amount of \$426,600]."

# South Truckee Meadows Water Reclamation Facility



**LOCATION MAP**  
NTS



**AGREEMENT**  
**South Truckee Meadows Water Reclamation Facility**  
**2016 Headworks and Chemical Building Electrical Improvement Project**  
**(PWP-WA-2016-077)**

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Washoe County, a political subdivision of the State of Nevada, acting through the Washoe County Commissioners hereinafter called "OWNER" and \_\_\_\_\_, a General Contractor, Nevada State License No. \_\_\_\_\_ hereinafter called the "CONTRACTOR".

WITNESSETH:

That the OWNER and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

**Article 1. Scope of Work**

The Contractor shall furnish all of the materials and perform all of the Work described in the Specifications entitled "**South Truckee Meadows Water Reclamation Facility 2016 Headworks and Chemical Building Electrical Improvement Project (PWP-WA-2016 - 077)**", prepared by the Department of Community Services, which is attached hereto and incorporated herein as one of the Contract Documents identified in Article 7.

**Article 2. Time of Completion**

The Work to be performed under this Agreement shall be completed within two-hundred and fifty (250) calendar days of the "Notice to Proceed". Should the Contractor fail or refuse to complete the work within that time, along with any authorized extensions of time, there shall be deducted from monies due him, not as a penalty, but as liquidated damages, the sum of Two-Thousand Five-Hundred Dollars (\$2,500.00) for each additional calendar day required to complete the work.

**Article 3. Progress Payments**

On or about the first of each month, the Contractor shall make and certify an estimate of the amount and fair value of the work done, and may apply for partial payment therefore. The Contractor shall revise the estimate as the Owner may direct. Whenever the monthly estimate, after approval, shows that the value of the work completed during the previous month exceeds one percent (1%) of the total contract price, the Owner will process a pay request. The Owner will thereupon cause the amount therein to be paid to the Contractor. Such certification of work performed will authorize payment in an amount equal to the value of the Work completed less any sums that may be retained by the Owner.

Pursuant to NRS 338.515, Owner shall retain 5 percent (5%) of such estimated value of the Work done as part security for the fulfillment of the Contract until fifty percent (50%) of the Work required by the contract has been performed. When fifty percent (50%) of the Work has been completed to the satisfaction of the Owner, one-half (1/2) of the amount retained by Owner will be paid to Contractor. Thereafter, if in the opinion of the Owner, satisfactory progress is being made, Owner shall retain up to two and a half percent (2.5%) from monthly progress payments as part

security for the fulfillment of the Contract until the Work required by the contract has been completed. No partial payment shall be made when, in the judgment of the Owner, the Work is not being diligently prosecuted by the Contractor.

The amount of payments withheld as provided herein shall be retained for a period of thirty (30) days from the date of filing of the Notice of Completion.

Owner shall pay to Contractor at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the Owner may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) the final payment is due under the Agreement, whichever occurs first.

Contractor shall pay the Subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

In accordance with NRS 244.320 and NRS 354.626, if, in any subsequent fiscal year, the County determines not to appropriate or budget funds for the purposes specified in this Contract, or the County determines that it is required to amend previous appropriations or budgeted amounts to eliminate or reduce funding the purposes in this Contract, this Contract will be terminated without penalty, charge, or sanction.

#### **Article 4. Acceptance and Final Payment**

As soon as practical following the completion of the Work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Specifications and Agreement have been satisfied, Owner will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work, and the contract is not subject to arbitration or litigation between parties. Notwithstanding the expiration of thirty (30) calendar days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

#### **Article 5. The Contract Sum**

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the Work in strict accordance with the Specifications and to the satisfaction of the Owner, the amount of **Four-Hundred Twenty-six thousand, Six-Hundred dollars (\$426,600)**. This sum is to be paid in the manner and under the conditions hereinbefore specified.

**Article 6. Performance and Payment Bonds**

The Contractor agrees that it will before this Contract becomes effective, furnish the Owner a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total Contract sum.

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of one (1) year.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.

**Article 7. The Contract Documents**

The following is an enumeration of the Contract Documents, which are attached hereto and fully incorporated by reference as part of the Contract:

1. NOTICE TO CONTRACTORS
2. INSTRUCTION TO BIDDERS
3. BID FORM
4. BID BOND
5. LIST OF SUBCONTRACTORS SUBMITTED WITH THE BID
6. LIST OF SUBCONTRACTORS SUBMITTED WITHIN 2 HOURS AFTER BID
7. PREFERENTIAL BID STATUS
8. LOCAL PREFERENCE BIDDING AFFIDAVIT
9. AFFIDAVIT OF NON-COLLUSION
10. DEBARMENT CERTIFICATE
11. PROJECT REFERENCES
12. AGREEMENT FORM
13. PERFORMANCE AND COMPLETION BOND
14. LABOR AND MATERIAL PAYMENT BOND
15. GENERAL PROVISIONS (EJCDC – ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE, latest edition) by reference.
16. SPECIAL PROVISIONS
17. ATTACHMENT 1 – INSURANCE SPECIFICATIONS FOR USE WITH PUBLIC WORKS CONSTRUCTION AGREEMENTS, Washoe County
18. ATTACHMENT 2 – 2016 PREVAILING WAGE RATES FOR WASHOE COUNTY, ISSUED BY THE STATE OF NEVADA OFFICE OF THE LABOR COMMISSIONER, Washoe County
19. TECHNICAL SPECIFICATIONS
20. DRAWINGS, prepared by CH2M, Inc., titled “South Truckee Meadows Water Reclamation Facility 2016 Headworks and Chemical Building Electrical Improvements”, dated January 2016.
21. ADDENDA (Issued as Addenda 1,2,3, and 4)

22. ANY VALIDLY EXECUTED CHANGE ORDER, DIRECTIVES OR AMENDMENTS  
HERETO

**Article 8. Nondiscrimination:** In accordance with NRS 338.125, in connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. This agreement not to discriminate includes, but is not limited to, decisions with respect to the following: 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 apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

**Article 9. Veteran's Preference**

Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

**Article 10. Prevailing Wage Rates**

In the event that the Contract sum is Two Hundred Fifty Thousand Dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
- 2) Is not reported to the labor commission and the Owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

**Article 11. Indemnification/Hold Harmless**

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with Contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Attachment 1 is included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

**Article 12. Termination**

In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) days notice in writing. In the event the

Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all Work satisfactorily completed and for materials installed prior to the date of termination.

In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Contract, Owner will immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever, except the portions of payments herein agreed on for which funds shall have been appropriated and budgeted or are otherwise available.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

**WASHOE COUNTY**

\_\_\_\_\_  
Kitty K. Jung, Chair  
Washoe County Commission

ATTEST:

\_\_\_\_\_  
Nancy Parent, Washoe County Clerk

**CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEVADA            )  
  ) SS:  
COUNTY OF WASHOE        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a Notary Public, \_\_\_\_\_, who acknowledged to me that he/she executed the foregoing Agreement.

\_\_\_\_\_  
NOTARY PUBLIC



**Attachment 1****INSURANCE SPECIFICATIONS FOR USE WITH  
PUBLIC WORKS CONSTRUCTION AGREEMENTS****INTRODUCTION**

WASHOE COUNTY has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE CONTRACTOR'S AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**INDEMNIFICATION AGREEMENT**

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY (hereinafter to include the Department of Water Resources), its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement, by CONTRACTOR or by others under the direction or supervision of CONTRACTOR, or the omission, failure to act, or negligence during CONTRACTOR'S completed operations.

CONTRACTOR must either defend COUNTY or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay COUNTY'S costs related to the investigation and defense of any claim, demand, action, or cause of action. CONTRACTOR shall reimburse COUNTY for the time spent by such personnel at the cost incurred by COUNTY for such services.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

**GENERAL REQUIREMENTS**

CONTRACTOR shall purchase Industrial Insurance, General Liability, Automobile Liability, and Property Insurance as specified in the bidding requirements. The cost of such insurance shall be included in the CONTRACTOR'S bid.

## INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 (industrial injury) and NRS 617.210 (occupational disease).

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

## OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

### 1. General Liability and Automobile Liability Coverages

- a. COUNTY, its officers, agents, employees, and volunteers are to be included as ADDITIONAL INSURED as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees, or volunteers.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees, or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.

## **SUBCONTRACTORS**

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

## **SAFETY PROGRAM**

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. CONTRACTOR shall comply with OSHA'S Hazard Communication Standards.

CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the Owner and the Engineer.

## **MISCELLANEOUS CONDITIONS**

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed, or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof; or,
  - b. Terminate the Agreement.