

MEMORANDUM

TO: Board of Trustees

THROUGH: Brad Underwood, Director of Public Works

FROM: Kate Nelson, Engineering Manager

SUBJECT: Review, Discuss, and Possibly Approve a Contract with Armac Construction for Patch Paving SR 28 Between Incline Village, Nevada and Highway 50 Intersection (Requesting Staff Member: Director of Public Works Brad Underwood)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): Board Policy 13.2.0 - Capital Expenditures Planning; Board Policy 20.1.0 - Purchasing Policy for Goods and Services

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

Strategies

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain, procure and construct District assets to ensure safe and accessible operations for the public and District's workforce.
- Comply with regulatory requirements, industry standards, and District policies.

DATE: June 14, 2023

I. RECOMMENDATION

1. Approve contract with Armac Construction for patch paving SR 28 between Incline Village, Nevada and Highway 50 Intersection in the amount of \$41,800.00 associated with the Effluent Pipeline Repairs CIP #EX23200400 Project.
2. Authorize the Director of Public Works to execute the agreement in substantially the form presented.

II. BACKGROUND

The effluent export pipeline had two (2) leaks occur this past winter. One leak occurred on January 17, 2023 located at milepost CC 2.00 and the other was February 12, 2023 between milepost CC 0.00 and milepost CC 1.00. Leak repairs were performed by IVGID's pipeline crew. The asphalt that was removed as part of the repair was temporarily patched with cold mix asphalt. Now that the weather is suitable for paving, IVGID is responsible for patching these areas in accordance with the NDOT encroachment permit.

In accordance with Board Policy 3.1.0, 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

III. BID RESULTS

The District solicited requests for proposals from three (3) contractors (Granite Construction Company, Q&D Construction, and Armac Construction). The District received a proposal from Granite Construction Company and Armac Construction. Q&D Construction did not provide a proposal. Results of the bids are as follows:

Granite Construction Company	\$53,319.00
Armac Construction	\$41,800.00

The lowest responsive bidder is Armac Construction. The contract for services is attached (Attachment A). PW Staff recommends the award of the contract to Armac Construction as they have performed similar work for the District in the past.

IV. FINANCIAL IMPACT AND BUDGET

This is a FY2022/2023 Capital Plan Expense project (CIP# EX23200400). The current budget available for this project is \$100,000 (Attachment B).

V. ALTERNATIVES

No alternative is proposed at this time.

VI. COMMENTS

The Services Agreement has been reviewed and approved substantially to form by District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

This project fulfills IVGID's responsibility to NDOT for road repairs when work is completed on the Effluent Pipeline within the highway facility.

VIII. ATTACHMENTS

1. Purchase Order for Services_Armac BBK redlines-c1
2. Attachment B_Budget

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

1. Approve a contract with Armac Construction for patch paving SR 28 between Incline Village, Nevada and Highway 50 intersection in the amount of \$41,800.00 associated with the Effluent Pipeline Repairs CIP #EX23200400 project.
2. Authorize the Director of Public Works to execute the agreement in substantially the form presented.

Account No. CIP Expense Project #23200400	Req. No.	Purchase Order No. 22300309 Order Date: Delivery By: Buyer: Jim Youngblood Phone Number: 775-832-1214 E-mail: JEY@IVGID.ORG	Remit to: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
CONTRACTOR Armac Construction 30 Brown Drive Moundhouse, NV 89706 (775) 884-3053		INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451	

This Purchase Order is subject to the attached terms and conditions.

Services:

Highway 28 Pavement Patching including

- Work at two (2) separate locations on Highway 28.
- Site #1 size is approximately 15' x 20', plus 20lf+ of new ac curb. Site is at Nevada Department of Transportation (“NDOT”) milepost CC 2.00.
- Site #2 size is approximately 9' x 21'. Site is between NDOT milepost CC 0.00 and milepost CC 1.00.
- Sawcut and/or grind asphalt to full depth at leak repair site. Asphalt may be 15”+ deep. Remove and properly dispose of all asphalt. Cleanup sawcut debris and water and/or material left over from grinding. The applicable NDOT pavement patching requirement is attached hereto as Exhibit A.
- Provide and compact Type II road base to within 6-inches of the finished grade of the existing asphalt as needed.
- Provide and compact two, 3 inch lifts of NDOT Type 2 PG64-28NV Asphalt Concrete and 3” of NDOT Type 2 PG64-28NV Asphalt Concrete in the “Keyed In” sections as noted on the attached NDOT pavement patch requirement.
- This paving is for dense grade material only. No open grade paving is required for these two patches.
- Contractor to provide all traffic control and traffic control plan.

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (“DISTRICT”) to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a lump sum, not-to-exceed basis. Total compensation for this Agreement is forty one thousand and eight hundred dollars (\$41,800.00).

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work. Contractor shall comply with all applicable NDOT pavement patching requirements; a copy of these requirements is attached hereto as Exhibit A, and incorporated herein by this reference.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify, and/or hold harmless arises

out of Contractor's performance of “design professional” services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time. DISTRICT shall provide the NDOT “Permit for Temporary Occupancy of NDOT Right-Of-Way for the two sites contemplated by this Agreement. DISTRICT shall also provide project coordination assistance as needed with NDOT and any other contractors who may be working simultaneously at the project site.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT – PURCHASE ORDER (SERVICES)

or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

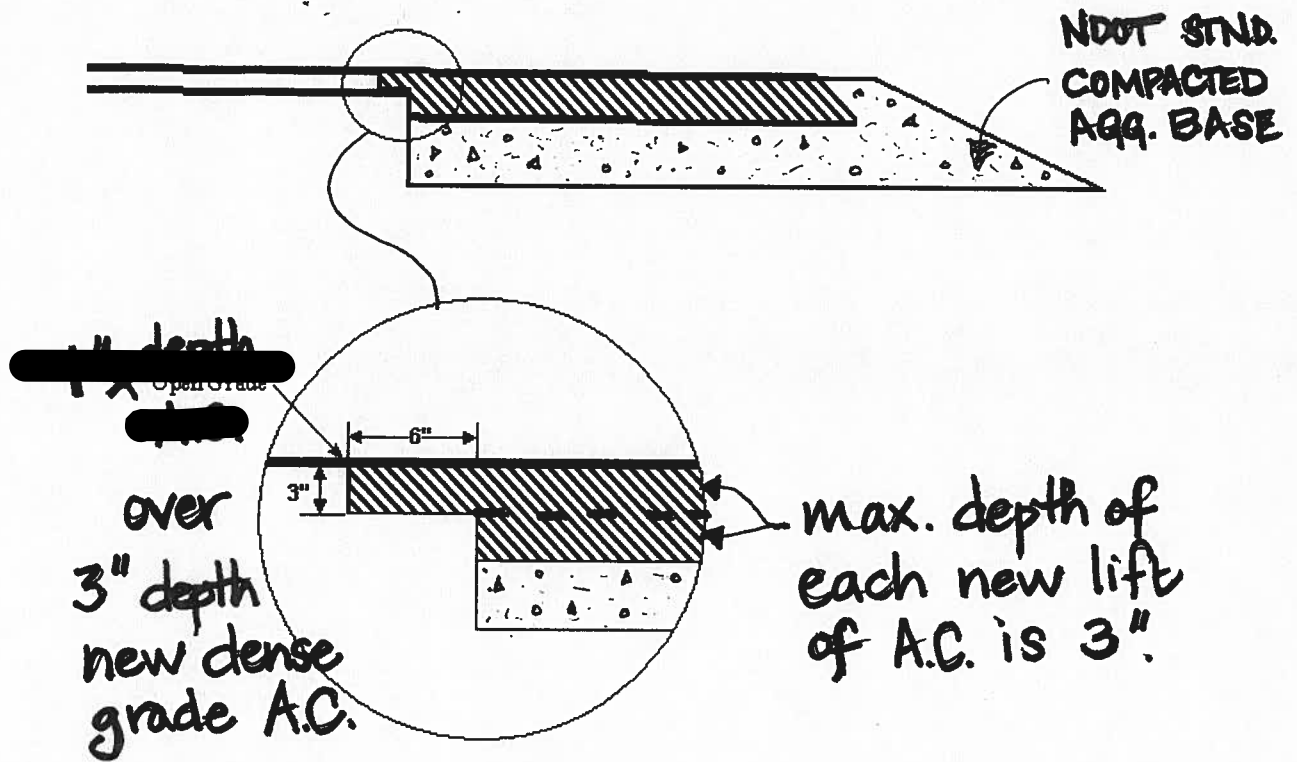
12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

14. Completion of Work. Contractor shall complete all work to the DISTRICT's satisfaction by July 27, 2023.

EXHIBIT A
NDOT Pavement Patching Requirement(s)

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION



THE UPPER ASPHALTIC CONCRETE LIFTS
MUST BE "KEYED-IN" TO EXISTING
PAVEMENT AT TRENCH LINE OR
PERMANENT PATCH BOUNDARY.

Incline Village General Improvement District Capital Improvement Projects Report to the Board of Trustees
 FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Attachment B

Fund / Dept. Div.	Project #	New TYLER Project #	Project Title	FY2022/23 Final Budget	BOT Approved Carry Forward 8/31/2022	Cancelled	Adjustments	Reallocation	FY2022/23 Amended Budget	FY2022/23 Expenditures (3/31/23)	Available Budget	Project Status
General Fund	1212OE1701	EX23100100	Accounting Printer Replacement	8,400					8,400	-	8,400	In Process
	1213CO1703		District Wide PC, Laptops, Peripheral Equipment and	75,000					75,000	70,472	4,528	Ongoing
			Total	83,400					83,400	70,472	12,928	
	4990E1399 1099LI1705	EX23100200	Web Site Redesign and Upgrade Pavement Maintenance - Administration Building	10,000 14,300					10,000 14,300	- -	10,000 14,300	In Process
		Total General Fund	24,300 107,700					24,300 107,700	- 70,472	24,300 37,228		
Utilities Shared	2097DI1401		Adjust Utility Facilities in NDOT/Washoe County Right	60,000	183,000				243,000	10,481	232,519	Ongoing
	2097LI1401		Pavement Maintenance, Utility Facilities	180,000	141,495				321,495	623	320,872	In Process
	4990E1399	EX23100200	Web Site Redesign and Upgrade	10,000					10,000	-	10,000	In Process
	NEW	EX23200200	Rain Gutters, Garage Door Openers, Drainage, Heat	100,000					100,000	-	100,000	In Process
	NEW	EX23200300	Utility Infrastructure Masterplan	500,000					500,000	56,536	443,464	In Process
			Total	850,000	324,495				1,174,495	67,640	1,106,855	
Water	2299DI1103		Replace Commercial Water Meters, Vaults and Lids	40,000					40,000	-	40,000	Ongoing
	2299DI1204		Water Reservoir Coatings and Site Improvements	60,000	25,000				85,000	2,487	82,513	In Process
			Total	100,000	25,000				125,000	2,487	122,513	
Sewer	2599BD1105X		Building Upgrades Water Resource Recovery Facility	30,000	5,600				35,600	165	35,435	Ongoing
	2599S51203K		Replace & Re-line Sewer Mains, Manholes and	55,000					55,000	3,009	51,991	Ongoing
	NEW	EX23200400	Effluent Pipeline Repairs	100,000					100,000	-	100,000	Ongoing
			Total	185,000	5,600				190,600	3,174	187,426	
		Total Utilities	1,135,000	355,095				1,490,095	73,301	1,416,794		
Community Services	3141GC1103		Irrigation Improvements	15,000					15,000	5,984	9,006	In Process
	3141LI1201		Pavement Maintenance of Parking Lots - Champ	25,000	17,500				42,500	25,355	17,145	In Process
			Total	40,000	17,500				57,500	31,349	26,151	
Mountain	3241GC1101		Mountain Course Greens, Tees and Bunkers	8,000					8,000	1,537	6,463	In Process
	3242LI1204		Pavement Maintenance of Parking Lot - Mountain	12,500	17,400				29,900	3,000	26,900	In Process
			Total	20,500	17,400				37,900	4,537	33,363	
Facilities	3350BD1103		Chateau - Replace Carpet	49,500					49,500	-	49,500	In Process
	3350BD1506		Paint Exterior of Chateau		22,300				22,300	-	22,300	
	3350BD1803		Replace Carpet in Chateau Grill		2,090				2,090	-	2,090	
	3350BD1505		Paint Interior of Chateau	40,500					40,500	-	40,500	Delayed
	3351BD1501		Aspen Grove Replace Carpet		3,880				3,880	-	3,880	
			Total	90,000	28,270				118,270	-	118,270	
Ski	3469LI1105		Pavement Maintenance, Diamond Peak and Ski Way	75,000	25,000				100,000	76,651	23,349	In Process
	3499BD1710		Diamond Peak Facilities Flooring Material	20,000	35,603				55,603	35,604	19,999	In Process
			Total	95,000	60,603				155,603	112,255	43,348	
Parks	4378BD1604		Resurface and Coat Preston Park Bathroom, Mech.		2,100				2,100	-	2,100	
	4378BD2001		Grout Repair Upstaris Parks Office & Tile Replace		10,000				10,000	-	10,000	
	4378LI1303		Pavement Maintenance, Village Green Parking	5,000	-				5,000	2,717	2,283	In Process
	4378LI1403		Pavement Maintenance, Preston Field	5,000	7,500				12,500	600	11,900	In Process
	4378LI1602		Pavement Maintenance, Overflow Parking Lot	5,000	5,000				10,000	5,000	5,000	In Process
	4378LI1802		Pavement Maintenance - Incline Park	6,000	7,500				13,500	-	13,500	In Process
			Total	21,000	32,100				46,600	8,317	38,283	