

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, discuss and possibly award construction contracts for interior reservoir coating repairs and reservoir ladder wire mesh installation utilizing excess funds from completed FY2021/2022 Capital Project: Water Reservoir Safety and Security Improvements; CIP # 2097DI1701.

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: March 1, 2021

I. RECOMMENDATION

That the Board of Trustees moves to:

1. Award a construction contract to Marine Taxonomic Services, Ltd. in the amount of \$18,750 for interior reservoir coating repairs.
2. Authorize Staff to approve change orders to the project for additional work not anticipated at this time of up to 10% of the project bid – \$1,875.
3. Award a construction contract to Resource Development Company in the amount of \$8,900 for reservoir ladder wire mesh installation.
4. Authorize Staff to approve change orders to the project for additional work not anticipated at this time of up to 10% of the project bid – \$890.

III. BACKGROUND

The District's FY2021/22 budget includes Capital Project: Water Reservoir Safety and Security Improvements; CIP # 2097DI1701. The Contractor has finished work on this project and a notice of completion was recorded on December 16, 2020, the recorded document is included in the Board packet for your reference. As of February 23, 2021; \$98,231.16 remains in the project budget. IVGID staff is requesting use of these excess funds to complete the identified projects.

Below is a brief history on each project.

Interior Reservoir Coating Repairs

During construction of the Water Reservoir Safety and Security Improvements – Phase 1 & 2 Projects; access ladders, landings, and safety railings were welded to exteriors of the District’s water reservoirs. The exterior welding damaged the interior reservoir coating at the weld sites and should be repaired to maintain the integrity of the tank. Since this work requires a specialized contractor and the District completes annual tank coatings as part our Capital Improvement Plan, it was staff’s intent to complete this work at a future date. Given the excess project funds and the competitive pricing, staff recommends proceeding with the work.

IVGID Engineering Staff prepared bid documents and solicited proposals from five (5) contractors for the project. Two (2) bids were received on Thursday, February 18, 2021.

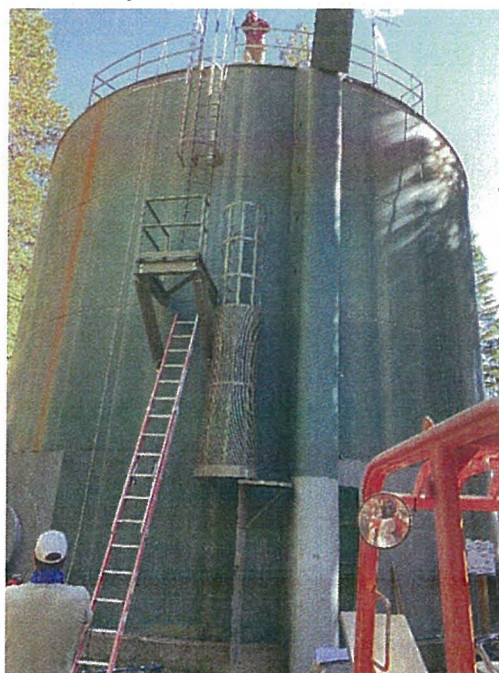
The bids received were:

- LiquiVision - \$40,495
- Marine Taxonomic Services, Ltd. - \$18,750

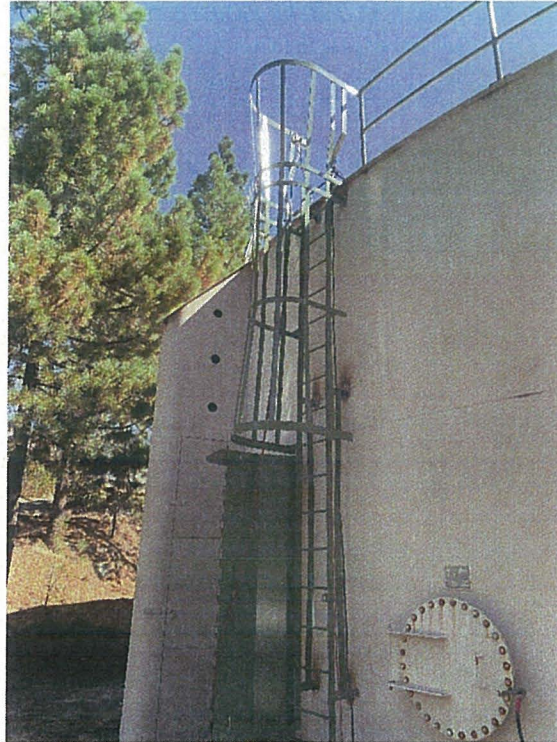
Declining to bid were Advanced Diving, Pittsburg Tank & Tower, and SeaTrepid / Remote Inspection Technologies.

Reservoir Ladder Wire Mesh Installation

The Reservoir Safety and Security Project was divided into two phases. The Phase 1 Contractor (RDC) included the wire mesh on the cages around the access ladder at no charge to the District, see photo below.



The Phase 2 Contractor (Paso Robles Tank) constructed tank ladders per the construction drawings without the wire mesh, see photo below.



After seeing both installations in the field, IVGID crews believe the wire mesh provides an extra level of security/safety and would like to add this improvement to the three (3) reservoirs completed in Phase 2.

IVGID Engineering Staff solicited proposals from Phase 1 Contractor (Resource Development Company) and Phase 2 Contractor (Paso Robles Tank).

The bids received were:

- Resource Development Company - \$8,900

Paso Robles Tank did not respond to the request for proposal.

IV. **ALTERNATIVES**

1. Not authorize construction contracts. Complete proposed improvements at a future date.

Review, discuss and possibly award Construction Contracts for interior reservoir coating repairs and reservoir ladder wire mesh installation utilizing excess funds from completed FY2021-22 Capital Project: Water Reservoir Safety and Security Improvements; CIP # 2097DI1701.

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March 1, 2021

V. BUSINESS IMPACT

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

Attachments:

- Water Reservoir Safety and Security Improvements – Project Summary Data Sheet
- Water Reservoir Safety and Security Improvements – Notice of Completion
- Short Form Agreement between IVGID and Marine Taxonomic Services, Ltd.



Project Summary

Project Number:	2097DI1701
Title:	Water Reservoir Safety and Security Improvements
Project Type:	D - Capital Improvement - Existing Facilities
Division:	97 - Public Works Shared
Budget Year:	2021
Finance Option:	
Asset Type:	DI - Distribution Infrastructure
Active:	Yes

Project Description				
<p>The District owns and maintains 13 potable water reservoirs in Incline Village and Crystal Bay to store clean potable water that supply the homes and businesses in the District. The District owns one effluent storage reservoir constructed in the same manner as the water reservoirs located at the WRRF. The majority of these reservoirs were constructed in the 1960's and 1970's, with the exception of reservoir 3A-1 construction in 1996. The reservoirs range in size from 173,000 gallons up to 1,000,000 gallons. The reservoirs are welded steel with various types of ladders and safety climbing apparatus. The ladders are provided to meet the Occupational Safety and Health Administration (OSHA) for exterior access to the roof area and the needs of District operations. The reservoirs need to be modified to meet the current safety standards. A total of twelve potable water and the one effluent reservoir need improvements. The fourteenth reservoir, R3A-1 is in acceptable condition</p>				
Project Internal Staff				
Staff will manage the project with a design, bid, and build process.				
Project Justification				
<p>When the reservoirs were constructed the ladders and climbing apparatus were built to current industry standards. The reservoir ladders and climbing apparatus have been modified over the years to meet the Homeland Security and OSHA standards. This project will upgrade the ladders, rails, fencing, and climbing apparatus to meet current Federal OSHA safety standards to protect IVGID employees required to climb the reservoirs. The reservoirs will also be assessed for proper security protections. This is a multi-year project. A contract has already been awarded for the completion of 10 potable water reservoirs in a previous budget cycle. These funds are for the construction contract for the three remaining reservoirs, 2 potable water and 1 effluent water reservoir. This project is in PW Shared since it will be funded by water and sewer funds.</p>				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2021				
Construction	200,000	0	200,000	
Year Total	200,000	0	200,000	
	200,000	0	200,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2016	Jul 1, 2020	Jun 30, 2021	Engineering Manager	

DOC # 5117584

12/16/2020 02:39:15 PM
Requested By
INCLINE VILLAGE GID
Washoe County Recorder
Kalie M. Work - Recorder
Fee: \$43.00 RPTT:
Page 1 of 1

APN: 125-472-08, 126-210-02, 130-010-08

When Recorded Return to:
IVGID Public Works
Attn: Ronnie Rector
1220 Sweetwater Road
Incline Village, Nevada 89451

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

That the construction work hereinafter described was completed on December 9, 2020. The name of the project was "Water Tank Access and Safety Improvements, Phase 2." Work consisted of water tank access and safety improvements to existing municipal drinking water storage tanks, comprising furnishing and installing access platforms, ladders, and railings. Work was located in Incline Village, Washoe County, Nevada. Owner of said work is the Incline Village General Improvement District, and the Contractor for said work was Paso Robles Tank, Inc., of Hemet, California.

INCLINE VILLAGE G. I. D.

By: *Nathan Chorey*
Nathan Chorey, P. E.
Engineering Manager

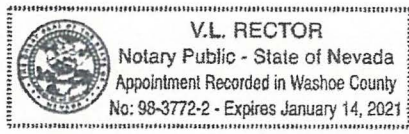
Dated: December 9, 2020

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

Nathan Chorey, P. E., being first duly sworn, says that he is the duly appointed Engineering Manager for the Incline Village General Improvement District, and that he is authorized to execute the aforesaid Notice of Completion, and that the Board of Trustees of said Incline Village General Improvement District owns the improvements described in the foregoing notice, and that he has read the same, knows the contents thereof, and that the facts stated herein are true.

Subscribed and sworn to before me this 9th day of December, 2020.

V.L. Rector
V. L. Rector, Notary Public



SHORT FORM AGREEMENT
Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
MARINE TAXONOMIC SERVICES, LTD.
for
CONSTRUCTION SERVICES

This Agreement is made as of (date) between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and **MARINE TAXONOMIC SERVICES, LTD.**, hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 – PRELIMINARY MATTERS

1.1 Contractor shall perform the following tasks:

Services as described in the Contract Documents included with this Agreement, basically consisting of spot repairs to the interior coating of the District's twelve (12) potable water storage reservoirs.

1.2 All documentation, drawings, reports, and invoices submitted for this project will include **IVGID PO Number TBD.**

1.3 The Project will begin on or about date and be completed by June 24, 2021, weather and access permitting.

ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

2.1 This Agreement consists of the following Contract Documents:

- A. This Short Form Agreement, pages 1 through 10, inclusive
- B. Contractor's Bid submitted on February 18, 2021.
- C. Original Request for Proposals for Project 2299DI1701.
- D. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)

2.2 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the project details and technical specifications, and any other related data identified in the Contract Documents.

- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Project.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Project.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Project or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Project at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work, as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner's representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner's representative is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 3 – INSURANCE REQUIREMENTS

- 3.1 Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

- 3.2 **General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.
- 3.3 **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

ARTICLE 4 – CONTRACTOR'S RESPONSIBILITIES

4.1 Equal Employment and Non-Discrimination

In connection with the Services under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

4.2 Licenses

Contractor shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.

4.3 Construction Dumpsters

Contractor is to be aware of District's Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

4.4 Working Hours

Working hours, including equipment "warm up," shall occur between 8 a.m. and 7 p.m. Monday through Friday. Only emergency work may occur on Saturdays, with prior approval of Owner.

4.5 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.6 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner's representative and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. Normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. Observations by Owner's representative;
 - 2. Recommendation by Owner's representative or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of substantial completion by Owner's representative or any payment related thereto by Owner;
 - 4. Use or occupancy of the Project or any part thereof by Owner;
 - 5. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner's representative;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective work by Owner.

4.7 Correction Period

- A. If within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by laws and regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective work; or
 - 3. If the defective work has been rejected by Owner, remove it from the Project and replace it with work that is not defective, and
 - 4. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out

of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

4.8 Indemnification

- A. Indemnification of Owner by Contractor: To the extent permitted by law, Contractor agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by Contractor's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of Contractors, subcontractors, agents, or anyone acting on behalf of or at the direction of Contractor.
- B. Contractor's obligation to hold harmless and indemnify Owner shall include reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to Contractor at the then-current rate charged for such services by the private sector.
- E. Nothing herein shall prevent Owner or Contractor from relying upon any Nevada statute or case law that protects Owner or Contractor with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

- 5.1 Owner shall do the following in a timely manner so as not to delay the services of Contractor:
 - A. Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Contractor's services for the Project.

- B. Assist Contractor by placing at Contractor's disposal existing data, plans, reports, and other information known to, in possession of, or under control of Owner which are relevant to the execution of Contractor's duties on the PROJECT. Also, provide all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 Basis and Amount of Compensation for Basic Services

- A. Lump Sum. Owner shall pay Contractor for the Project as follows:
 - 1. A Lump Sum amount of **Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00)** ("Contract Price").
 - 2. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - 3. The portion of the compensation amount billed monthly for Contractor's services will be based upon Contractor's estimate of the percentage of the total services actually completed during the billing period.

6.2 Payment Procedures

- A. Submittal and Processing of Payments –
 - 1. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.
 - 2. Upon final completion and acceptance of the Project, Owner shall pay the Contract Price, as recommended by Owner's representative.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may

make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Contractor may then initiate judicial proceedings by filing suit. Owner and Contractor will share the cost of mediation equally unless agreed otherwise.

ARTICLE 8 – MISCELLANEOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and Contractors as Contractor may deem appropriate to assist in the performance of Services.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

8.3 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.4 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Contractor's services.

8.5 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

OWNER:
INCLINE VILLAGE G. I. D.
The undersigned has read, reviewed
and approves this document

CONTRACTOR:
MARINE TAXONOMIC SERVICES, LTD.
Agreed to:

By: _____
Joshua Nelson
District General Counsel

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Agreed to:

Indra Winquest
IVGID General Manager

If Contractor is a corporation, attach evidence of authority to sign.

Date

Owner's address for giving notice:
INCLINE VILLAGE G I D
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div.

Contractor's address for giving notice:
Marine Taxonomic Services, Ltd.
1155 Golden Bear Trail
South Lake Tahoe, CA 96150
858-232-1958 or 760-738-1802