



WASHOE COUNTY

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CM/ACM	<u>KS</u>
Finance	<u>DW</u>
DA	<u>✓</u>
Risk Mgt.	<u>DC</u>
HR	<u>N/A</u>
Other	<u>N/A</u>

STAFF REPORT BOARD MEETING DATE: April 28, 2015

DATE: April 8, 2015

TO: Board of County Commissioners

FROM: Brett Steinhardt, Project Manager, Engineering and Capital Projects
Community Services Dept., 328-2049, bsteinhardt@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 Wilbur May D. Museum Garden Room Retrofit project contingent upon funding from the Wilbur May Foundation, recommended [Gill Construction, Inc., \$297,894].
(Commission District 3.)

SUMMARY

The Wilbur D. May Museum Garden Room Retrofit project consists of a remodel of the Garden Court. The remodel was requested by and is being funding by the Wilbur May Foundation. The remodel consists of selective demolition of existing rock, faux rock and concrete. Electrical upgrades will be performed including the installation of wall sconces, and interior "street" lights. A retaining/seat wall will be installed along with a new paver flooring, are creating a park like setting within the facility.

Sealed bids for the Wilbur D. May Museum Garden Room Retrofit project were opened on April 14, 2015. The list of bids received for the project is as follows:

WILBUR D. MAY MUSEUM GARDEN ROOM RETROFIT PROJECT	
Bidder	Amount
Gill Construction, Inc.	\$297,894.00
Gui Denby, Inc.	\$331,144.00
Engineer's Estimate	\$250,000

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

PREVIOUS ACTION

On February 10, 2015, The Board of County Commissioners (Board) accepted cash donations [\$142,197.08] from the Wilbur May Foundation restricted for Wilbur D. May Center facility improvement projects, and underwriting specific operating costs for staff, travel, training and marketing.

BACKGROUND

The Wilbur D. May Museum is located in Rancho San Rafael Regional Park in North West Reno. The museum was originally constructed in 1984, and the addition of the north wing, including the existing garden court, was constructed in 1991. The Garden Court currently features cascading waterfalls, exotic plants and trees and koi filled ponds. The space is an integral part of the north wing and serves as a magnificent setting for special events and weddings, but has become outdated and worn. The Wilbur May Foundation requested the renovation and is donating the funding.

The renovation will include removal of some of the dark faux rock throughout the space with installation of a simple, elegant sitting wall. The project will open up the area, making more usable space, while adding light. Park like fixtures and a paver floor will finish off the space to create a beautiful interior park-like setting.

FISCAL IMPACT

On February 10, 2015, the Board accepted a donation from the Wilbur May Foundation for improvements to the May Facilities which included \$56,251.54 for renovations to the Wilbur D. May Museum Garden Court. In accordance with the current contract with the Wilbur May Foundation and a corresponding resolution, the donated funds were deposited to the "Wilbur D. May Museum Building Fund," an independent account maintained by the Treasurer's Office. The balance of project costs is funded by the May Foundation; a check is being processed and is expected to be received shortly. If approved, this project will be spent directly from this trust account and the asset recognized by the Comptroller's Office at completion.

Design costs of \$11,250 were previously donated by the Wilbur May Foundation and accepted by the Board.

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 Wilbur D. May Museum Garden Room Retrofit project recommended [Gill Construction, Inc., \$297,894].

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 Wilbur D. May Museum Garden Room Retrofit project recommended [Gill Construction, Inc., \$297,894]."

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the **Twenty-eighth** day of **April** in the year **Two Thousand Fifteen**

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Washoe County Community Services - Engineering & Capital Projects Division

1001 E. Ninth Street, A255

Reno, Nevada 89512

Telephone Number: 775-328-2040

Fax Number: 775-328-3699

and the Contractor:

(Name, legal status, address and other information)

Gill Construction, Inc.

5275 Ross Drive

Reno, NV 89519

Telephone Number: 775-843-8339

NV Contractors License #39444A "B"

for the following Project:

(Name, location and detailed description)

Wilbur May Museum Garden Room Retrofit

1595 North Sierra Street

Reno, Nevada 89503

WORK UNDER THIS CONTRACT: includes but is not limited to, all material, labor, tools, expendable equipment, utility and transportation service, and all incidental items necessary to perform and complete the required Scope of Work in a workmanlike manner, complete and on schedule.

The site address of the Work to be performed is 1595 N. Sierra Street, Reno, NV 89503.

The Scope of Work includes the following: General management of all facets of remodel including, but not limited to, selective interior demolition of rock, faux rock, concrete, reuse portions of electrical conduit and duplex outlets and install new conduit, duplex outlets, wall sconce, street lights, and pond lights per plans and specifications. Demo plants, planter soil and associated materials per plans and specifications. Provide and Install the following materials: retaining wall/seats, light pole footings, lighting, pavers, prepare existing concrete pad for paver overlay installation, provide and install all materials as identified in plans and specifications.

The Architect:

(Name, legal status, address and other information)

Green Design Landscape Architects, Inc.

1464 Poplin Jay Drive

Reno, Nevada 98509

Telephone Number: 775-829-1364

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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User Notes:

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.) Date will be stated in a notice to proceed.

The date of commencement of Work shall be fixed in a Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **Forty (40) calendar** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work
Substantial Completion

Substantial Completion Date
July 15, 2015

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Prime Contractor and his surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: One Thousand Dollars (\$1,000)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Three Hundred Twenty Two Thousand Eight Hundred Ninety-Four Dollars and 00 cents (\$322,894.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **Fifth** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Fifteenth** day of the **Following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Thirty (30)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the

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various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten percent (10 %)**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten percent (10%)**;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon written request by the Contractor the Owner may reduce retention to 2.5% after completion of 50% of the work.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment will be issued 30 days after the filing of a Notice of Completion with the County Recorder's Office

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

In accordance with NRS 338.150, if a dispute arising between the public body and the contractor engaged on this public work which cannot otherwise be settled informally, the parties agree to utilize a mutually agreeable form of alternate dispute resolution before initiation of a judicial action. The parties to this contract further agree that if a judicial action is commenced by a party, the fir for any such action shall be the court of competent jurisdiction within Washoe County and the terms of this contract shall be interpreted and controlled in accordance with Nevada law. Additionally, neither party, whether or not considered to be a prevailing party by a court of competent jurisdiction shall make a motion for or be entitled to an award by the court of attorney’s fees as a result of any court proceeding.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

STATE OF NEVADA COURT ANNEXED ARBITRATION PROGRAM

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

Interest rates as determined by Article 13.6.1 of the Project Supplementary Conditions

§ 8.3 The Owner’s representative:
(Name, address and other information)

**Brett Steinhardt, Project Coordinator
1001 E. Ninth Street
Reno, NV 89512
Telephone Number: 775-328-2049
Cell Number: 775-762-1320**

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Fax Number: 775-328-3699

§ 8.4 The Contractor's representative:
(Name, address and other information)

**Stephen Gill
Gill Construction, Inc.
5275 Ross Drive
Reno, NV 89519
Telephone Number: 775-843-8339**

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
SC-1 through SC-6	Supplementary Conditions	April 2, 2015	6

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Attached

Section	Title	Date	Pages
Specifications	Index	April 2, 2015	2, 3

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attached

Number	Title	Date
Construction Documents	L1.1	April 2, 2015

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	April 8, 2015	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

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- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

The Contractor's complete bid package submitted to the Owner on April 14, 2015

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond Listed in Exhibit A	Limit of liability or bond amount (\$0.00)
	\$322,894.00

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

OWNER *(Signature)*

**Marsha Berkgigler, Chair
Washoe County Commission**

(Printed name and title)

CONTRACTOR *(Signature)*

**Stephen Gill, President
Gill Construction, Inc.**

(Printed name and title)