



WATER RECLAMATION FACILITY (WRF)

PRIMARY DIGESTER DOME RECOAT PROJECT- 2010

**CITY OF ELKO
1751 COLLEGE AVENUE
ELKO, NV 89801**

CONSISTING OF:

**BIDDING REQUIREMENTS
PROPOSAL FORMS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS**

**PREPARED BY:
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July 2010

Bid Set No. _____

**CITY OF ELKO
INVITATION TO BID
PRIMARY DIGESTER DOME RECOAT PROJECT- 2010**

Sealed bid proposals will be received until **3:00 PM, local time, on Friday, August 13, 2010**, at the office of the Elko City Clerk; 1751 College Avenue; Elko, Nevada 89801, for the following:

PRIMARY DIGESTER DOME RECOAT PROJECT- 2010

Bid proposals received after the above noted time will not be accepted. Bidders mailing their bids assume the risk of late delivery.

Bidding documents, plans, specifications and contract documents can be obtained at the City Clerk's office, 1751 College Avenue, Elko, Nevada 89801.

Bid proposals must be submitted on the prescribed forms and subject to the conditions listed in the Instructions to Bidders.

Bid proposals will be opened at City Hall immediately after the above deadline with the bid amounts submitted being read aloud by City Staff and interested parties present, if any. All interested parties are invited to be in attendance at the bid opening.

All bids must be submitted in a sealed envelope and legibly marked "**PRIMARY DIGESTER DOME RECOAT PROJECT- 2010**". City staff shall thoroughly review all bids proposals for conformance with the contract documents prior to making a written recommendation for award to the Elko City Council.

The award may be made to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder shall be judged on the basis of price, conformance to specifications, bidder's qualifications, conformance to applicable sections of NRS Section 338, and the best interest of the City of Elko. Each of listed factors being considered.

The City Council may formally award the contract to the successful bidder at their regularly scheduled meeting in City Hall on **Tuesday, August 24, 2010, after 4:00 PM, local time.**

The City of Elko shall reserve the right to accept or reject any and/or all items specified in the bid proposal and further reserves the right to waive any minor technicalities in the preparation of these bidding documents.

Dated this 16th day of July, 2010.

City of Elko
City Council

BY: 
Fritz-Peter Sawyer, WRF Superintendent

7-16-10

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PRIMARY DIGESTER DOME RECOAT PROJECT- 2010

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**CITY OF ELKO
INSTRUCTIONS TO BIDDERS
PRIMARY DIGESTER DOME RECOAT PROJECT- 2010**

Bids are requested for a general construction contract, or work described in general, as follows:

- 1) The City of Elko (City) will receive sealed bids from Bidders until **3:00 p.m., on Friday, August 13, 2010**. Bidders mailing their bids assume the risk of late delivery. Bids received after this time will not be opened or accepted and will be returned unopened.
- 2) Apparent Low Bid will be based solely on total amount of all bid items, and any additive or deductive alternates selected for award by the City. All Bidders are required to submit Bids on all bid items and all additive and deductive alternates. Additive and deductive alternates will be awarded at sole discretion of the City. If Alternate Bids are requested on this Project, the following applies: The priority of Alternate Bids will be announced by the City prior to the opening of bids. The City reserves the right to reject all Base Bids and all Alternate Bids. If the City elects not to reject all Bids, it will, prior to the award, first determine which one or more Alternates to accept; then the City will evaluate the lowest responsive and responsible Bidder based upon the Base Bid combined with any Alternates accepted. If any Alternates are accepted, the fact that a Bidder may have a lower individual Base or Alternate Bid than the individual Bids of the apparent lowest responsive and responsible Bidder is irrelevant, since the successful Bidder will be chosen on the basis of the sum of the Base Bid and the Alternates accepted, and the other statutory factors.
- 3) Bidders must submit bids on Bid Form, fully completed with all blanks filled in, and signed by an authorized representative of the Bidder. Bids not submitted on the required form, and/or not fully completed and/or not signed by an authorized representative of the Bidder, shall be deemed nonresponsive and shall not be considered.
- 4) This is a contract awarded in compliance with NRS Chapter 332 which is directly related to the normal operations of the City or the normal maintenance of its property and pursuant to NRS 338.011, NRS Chapter 338 does not apply.
- 5) All Bids must include a status report issued by the Nevada State Contractor's Board within 90 calendar days prior to the date for receipt of Bids, that the Bidder has a Nevada Contractor's license in good standing, which license must be of the type and limit which will allow the Bidder to perform the Work as a general contractor.
- 6) A Bid by a Nevada or non-Nevada corporation, limited liability company, or limited partnership, must include either: (A) a Certificate issued by the Nevada Secretary of State within 90 calendar days prior to the date for receipt of Bids, certifying that the Bidder is qualified to do business in the State of Nevada (i.e., a Good Standing Certificate); or (B) a printout of a Business Entity Search on the Nevada Secretary of State Website within 30 calendar days prior to the date for receipt of Bids showing that the Bidder is an active entity registered in that office and the other public Business Entity Information.

- 7) Bidders must supply all information required by Bid documents and specifications. Bids must be full and complete. The City Council reserves the right in its sole discretion to reject any Bid as nonresponsive as a result of any error or omission in the Bid.
- 8) Bids must be clearly written without erasure or deletions. The City Council reserves the right to reject any Bid containing erasures or deletions.
- 9) Bidders may not modify Bid Form or qualify their Bids.
- 10) Submission of a Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. The Bidder must complete the tasks listed below in subsections "a" through "e" below, as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to the City that the Bidder has fully completed the following:
 - a) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b) Bidder has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in any Report of Geotechnical Data and Existing Conditions, or which may appear in the Drawings, and accepts the determination set forth in these documents and in the General Conditions of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings;
 - c) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph (b) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;
 - d) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;
 - e) Bidder has given City or its authorized representative prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the

Contract Documents and as built and actual conditions and the written resolution thereof by City or its authorized representative is acceptable to Bidder.

- 11) Bidders may examine any available "as-built" drawings of previous work by giving City or its authorized representative, reasonable advance notice. The City will not be responsible for accuracy of "as-built" drawings.
- 12) All questions about the meaning or intent of the Contract Documents are to be directed to the City or its authorized representative. Interpretations or clarifications considered necessary by the City or its authorized representative in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the City or its authorized representative as having received the Bidding Documents. Questions received less than seven (7) business days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 13) Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or its authorized representative.
- 14) Addenda must be acknowledged in Bid Form by number and must be part of Contract Documents. A complete listing of Addenda may be secured from the City or its authorized representative.
- 15) All Bidders who actually discover any defect, error, ambiguity, omission, inconsistency, conflict, incompleteness, inaccuracy, or unsuitability (Problem), or who reasonably should have discovered any material and patent, obvious or glaring defect, error, ambiguity, omission, inconsistency, conflict, incompleteness, inaccuracy, or unsuitability, in or in connection with the Contract Documents, have an affirmative duty to immediately (i.e. prior to the opening of bids) bring the Problem to the attention of the City or its authorized representative by faxed, written notice and/or inquiry to allow the City or its authorized representative to investigate, clarify or correct the Problem and if appropriate, to give written clarification or correction to all prospective Bidders as soon as is reasonably possible prior to the receipt of Bids. The breach of this duty will thereafter bar the Bidder from all claims for time and/or money to the extent related to, or arising out of, such Problem. The purposes of this provision are to correct errors at the earliest possible time, to put all bidders on equal footing as to such Problem, and to eliminate later claims that could have been avoided.
- 16) "Equal" Items and Substitutions: Bids must be based on products and systems specified, or listed by name, in Contract Documents or listed by name in Addenda. As to all items specified by name, the bid may include an "equal" which must be approved by the City or its authorized representative.
 - a) Any Bidder may request the City or its authorized representative to approve an "equal" prior to Bid opening -- and all Bidders are encouraged to do so as soon as possible if their Bid will include an unapproved "equal". However, no Bidder is required to make such a request and a decision on the request is not required to be made prior to the expiration of the period described in subparagraph (d) below.
 - b) If an "equal" item is approved prior to Bid opening, it must be listed on an

Addenda to all prospective Bidders.

c) Requests for approval of an "equal" must contain sufficient information to assess acceptability of product or system and impact on the Project. Insufficient information shall be ground for non-approval.

d) Nevada law requires that the Contractor may submit data substantiating a request for approval of an "equal" up to seven (7) business days after the award.

e) If the request for approval of an "equal" is not given, the Bidder's Bid must be deemed nonresponsive (and the award rescinded if it has been made).

f) Substitutions may be requested after the Contract has been signed only in accordance with requirements specified in the General Conditions and Specifications.

17) Bids will be received at the City Clerks Office at 1751 College Avenue, Elko, Nevada. Bids will be opened in a conference room at the City offices.

a. Envelopes or boxes must be sealed, and marked with name and address of the Bidder, and addressed to:

Ms. Shanell Owen, City Clerk
City of Elko
1751 College Avenue
Elko, Nevada 89801

b. Mark envelopes: **BID FOR: PRIMARY DIGESTER DOME RECOAT PROJECT- 2010**

18) By 5:00 p.m. of the twentieth business day following acceptance of Bids by the City Council, the original of following documents are to be executed and submitted by the successful Bidder to City of Elko, 1751 College Avenue, Elko, Nevada 89801:

a Insurance Submittals: Satisfactory proof that Bidder has taken out for the entire period covered by the proposed contract, insurance policies of the following type, and with the following limits, with an insurance carrier satisfactory to the City:

1) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insurance shall provide coverage not less than the Standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

If the Work involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its Subcontractors shall provide coverage with a combined single limit of \$5,000,000 per accident covering transportation of such materials by amending the pollution exclusion of ISO Form CA 00 01 06 92 (or its equivalent) in the following manner:

(a) DELETE SECTION a. (1) a.: (POLLUTION) "BEING TRANSPORTED OR TOWED AWAY BY, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM THE COVERED AUTO."

(b) DELETE SECTION a.(1) b.: "OTHERWISE IN THE COURSE OF TRANSIT BY THE INSURED."

Such policy shall include the MCS-90 Endorsement. If the City is scheduled as an additional insured, the policy shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the Named Insured.

2) Commercial General Liability Insurance on a form at least as broad as the standard ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00010196), covering liability for bodily injury and property damage. Such insurance shall provide coverage for all operations and include independent contractors, products and completed operations, extending such coverage for five (5) years after final completion and acceptance of the final payment for the Work, blanket contractual liability coverage including, to the maximum extent possible, coverage for the liability assumed by the indemnity provisions of this agreement, broad form property damage coverage, coverage for explosion, collapse, and underground hazards, and personal and advertising injury liability coverage. The limits of such insurance shall not be less than \$2,000,000 per occurrence, \$2,000,000 annual General Aggregate, and \$2,000,000 products and completed operations aggregate.

3) Worker's Compensation Insurance no less than the amount required by Nevada law.

All insurance policies (except the workers compensation policy) must contain an endorsement containing the following terms:

a) Naming the City and all of its Council members, representatives, employees and agents as additional insured, but only with respect to liability arising out of the activities of the named insured (the endorsement for the Commercial General Liability form shall be equivalent to ISO form CG 20 10, 11/85);

b) The policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

c) Written notice of any cancellation or of any limits reduction change in the policy shall be mailed to the City at least 30 days in advance of the effective date thereof; and

d) The insurance shall be primary insurance and no other insurance or self-insured retention carried or held by the City shall be called upon to contribute to a loss covered by the insurance for the named insured.

b. Contract Documents:

1) **Contract:** To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

Failure to properly and timely submit this document entitles the City Council to reject the bid as non-responsive, not issue a Notice of Award, and award the Contract to another Bidder.

- 19) Any bid protest must be submitted in writing to City legal counsel, Robert B. Goicoechea, Goicoechea, Di Grazia, Coyle & Stanton, Ltd., 530 Idaho Street, Elko, Nevada 89801 before 5 p.m. of the FIFTH business day following bid opening.
- a. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated. The protest must refer to the specific portions of all documents which form the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders with a direct financial interest which may be adversely affected by the outcome of the protest and/or who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - b. The City and/or legal counsel for the City Council may conduct an investigation into the protest. The City Council will issue its discretionary decision on the protest at a regularly noticed meeting. If The City Council determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract award.
 - c. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing any legal proceedings.
 - d. One acceptable, but not required method of submission of the protest to Robert B. Goicoechea is by fax to 775-738-4220.
 - e. A person filing a notice of protest may be required by the City at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in the State of Nevada or submit other security, in a form approved by the City, to the City who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of: (a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or (b) Two hundred fifty thousand dollars.
 - f. A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the City on the protest.
 - g. A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City has made a determination on the protest and awarded the contract.
 - h. Neither the City, nor any authorized representative of the City, is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to