

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Brad Underwood, P.E.
Director of Public Works

SUBJECT: Review, discuss, and possibly award a construction contract for the Recreation Center Locker Room Remodel Project – CIP 4899FF1202 - Fund: Community Services; Division: Recreation; Vendor: Brycon Corporation, in the amount of \$871,246; plus 10% contingency, plus \$15,000 in Inspection, plus \$2,597 for lead remediation, and a Budget Augmentation of \$236,382 from the Community Services Fund Balance.

DISTRICT STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure.

DATE: April 13, 2022

I. RECOMMENDATION

That the Board of Trustees review, discuss and possibly make a motion to:

1. Award the construction contract (Attachment A) for the Recreation Center Locker Room Remodel Project – CIP 4899FF1202 - Fund: Community Services; Division: Recreation; Vendor: Brycon Corporation, in the amount of \$871,246.
2. Authorize Staff to execute change orders for additional work not anticipated at this time of approximately 10% of the construction contract value; up to the amount of \$87,000.
3. Authorize Staff to perform construction inspections as required throughout construction, not to exceed \$15,000.
4. Authorize a Budget Augmentation in the amount of \$236,382 from the Community Services Fund Balance.
5. Authorize Staff to contract with Belfor Environmental, Inc. (Attachment B) for lead remediation in the amount of \$2,597.

Review, discuss, and possibly approve a Construction contract for the Recreation Center Locker Room Remodel Project – CIP 4899FF1202 - Fund: Community Services; Division: Recreation; Vendor: Brycon Corporation, in the amount of \$871,246.00; plus 10% contingency, plus \$15,000 in Inspection, plus \$2,596.87 for lead remediation, and a Budget Augmentation of \$236,506.71 from the Community Services Fund Balance.

6. Authorize Chair and Secretary to execute contracts, based on a review by General Counsel and Staff.

II. DISTRICT STRATEGIC PLAN

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 activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Enhance and maintain IVGID’s current facilities, and upgrade equipment on a regular schedule.

Community Services Master Plan – Top Tier Recommendation

III. BACKGROUND

This project is a carry-forward project from FY2020/2021. The current FY 2021/2022 Capital Improvement Project consists of remodeling the Men’s and Women’s Locker Rooms at the IVGID Recreation Center. The existing locker rooms are original to the building and have reached the end of their useful life of 30+ years. Proposed improvements include new tile, fixtures, and lockers with integrated security systems, as well as modifications to comply with current ADA Building and Fire codes. Ward-Young Architecture was hired to complete the design, permitting and construction administration services.

This project was originally a FY 2020/2021 Capital Improvement Project. The project was designed, permitted and sent out for bidding in the Spring of 2021. Bids were scheduled to open on May 27, 2021; however, the project was pulled out of the bidding process due to supply chain issues that were being discovered with the Recreation Center’s Lobby Restrooms Remodel project, which was bid the previous month.

Both projects specified the same materials, and the long lead times would have pushed construction of the Locker Rooms into the Fall of 2021, which was not ideal for Recreation Center operations. Public Works and Recreation Center Staff determined it would be best to delay bidding the Locker Room project until Spring of 2022.

Review, discuss, and possibly approve a Construction contract for the Recreation Center Locker Room Remodel Project – CIP 4899FF1202 - Fund: Community Services; Division: Recreation; Vendor: Brycon Corporation, in the amount of \$871,246.00; plus 10% contingency, plus \$15,000 in Inspection, plus \$2,596.87 for lead remediation, and a Budget Augmentation of \$236,506.71 from the Community Services Fund Balance.

Prior to sending the project out to bid, the design review team (Board of Trustee Member, Public Works Staff, Recreation Center Staff) met to review the design with the architect, which resulted in additional value engineering revisions. For example, the team determined that eliminating replacement of a section of lockers in the Men’s Locker Room, that had historically not been used due to location, would be a benefit to the project.

A mandatory pre-bid meeting was held on March 10, 2022 with three (3) contractors in attendance. One Addendum, clarifying locker finishes, work sequence, access and staging, was issued on March 16, 2022.

IV. BID RESULTS

The District publicly advertised this project for bidding on March 4, 2022 with a bid submittal due date of March 22, 2022, a 3-week bid period. The District advertised the work as required by NRS 338 and posted all construction documents on PlanetBids. Vendors and contractors on PlanetBids can access all of the District’s documents at no cost. The online portal also tracks questions, addenda to the documents, plan holders and interested vendors.

This project was bid as a lump sum. The Engineer’s Estimate for the project was \$795,000, and did not include a contingency. The District received and opened one (1) responsive bid:

Contractor	Base Bid Amount
Brycon Corporation	\$ 871,246

The lowest responsive bidder is Brycon Corporation (Attachment A).

District Staff reviewed the bid, available project budget, and checked references for the Contractor. Staff recommends awarding the base bid amount to Brycon Corporation, for a total of \$871,246. The available project budget is not sufficient to award the project; therefore, Public Works Staff is also recommending that a budget augmentation be approved.

If awarded by the Board of Trustees, a Notice to Proceed is expected to be issued on or about April 14, 2022 with work expected to begin within 12 consecutive business days, on May 2, 2022.

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V. FINANCIAL IMPACT AND BUDGET

The Recreation Center Locker Rooms Remodel (CIP 4899FF1202) was included in the 2021-22 CIP Budget, and funds were carried over into the FY2021-22 CIP Budget. The project has a total project budget of \$800,000 (Attachment C). Current funds available in the project budget are \$774,211. The architectural contract for additional services and construction administration services was awarded to Ward Young Architects at the March 30, 2022 Board Meeting. After the architectural costs of \$34,750 have been deducted, the remaining project budget is \$739,461.

The table below presents the estimated cost for the Recreation Center Locker Rooms Remodel construction budget, based on the CIP Data Sheet:

Task	Cost
Construction	\$871,246
Construction Contingency (10%)	\$87,000
Construction Management and Inspection	\$15,000
Lead Remediation	\$2,597
Construction Subtotal	\$975,843
Current Available Project Funds	\$739,461
Total Additional Funds Requested for Construction	\$236,382

Construction reserves are requested in the approximate amount of 10% to account for unforeseen conditions during construction such as needed to replace rotten framing, as an example.

The original budget for this project, produced in 2020, was based on a private construction estimate performed by an outside contractor on December 19, 2019. The total estimated budget cost for the Men’s and Women’s Locker Rooms was \$547,063. Adjustments to the original CIP Budget were included in the FY2021/2022 CIP Budget; however, due to the current unprecedented increases in construction materials and high labor costs, the construction costs exceed the Engineer’s Estimate. PW Staff is, therefore, requesting a Budget Augmentation of \$236,382 from the Community Service Fund Balance so there are adequate project funds to complete the construction of this project.

It is the recommendation of Public Works Staff to award the project this year, as the cost of construction only continues to climb. If the Board of Trustees does not

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award the project, it is Public Works Staff's recommendation to cancel the project and not rebid.

VI. ALTERNATIVES

Cancel the Recreation Center Locker Rooms Remodel project.

VII. 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:

- A – Construction Contract Agreement, Brycon Corporation
- B – Proposal, Belfor Environmental
- C – CIP 4899FF1202 Data Sheet

SECTION 5

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between the **Incline Village General Improvement District** (“Owner” or “IVGID”) and **Brycon Corporation, a Foreign Corporation** (“Contractor”). This Agreement will be effective on **date** (which is the Effective Date of the Contract). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The modernization of the existing Men’s and Women’s locker rooms at the Incline Village Recreation Center. Project is located at 980 Incline Way in Incline Village, Nevada. The work to be performed for this project consists of all labor, material, tools, equipment and incidentals necessary to modernize existing locker rooms including: Removal and replacement of doors and frames, lockers, benches, counter tops, sinks, showers, toilets, partitions, tile, light fixtures, and associated items as shown on the construction drawings.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Recreation Center Locker Rooms Remodel Project.**

ARTICLE 3—ENGINEER

3.01 IVGID’s Engineering Division is to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Ward-Young Architects and the IVGID Engineering Division.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

B. The OWNER anticipates issuing the Notice to Proceed on or about **May 2, 2022.**

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 23, 2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 7, 2022.**

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,250 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
- B. Lump Sum. Owner shall pay Contractor for the Project as follows:
1. A Lump Sum amount of **Eight Hundred Seventy-One Thousand Two Hundred Forty-Six Dollars (\$871,246.00)** ("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.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment are to be emailed to rlr@ivgid.org and will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Engineer, on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
 - b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-seven and one-half percent (97.5%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, and as recommended by Engineer, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of six percent (6%) per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Contractor's Bid dated **March 22, 2022**

3. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 7. Drawings (not attached but incorporated by reference) consisting of **16** sheets with each sheet bearing the following general title: **Recreation Center Locker Room Modernization.**
 8. Addendum 1, inclusive
 9. Exhibits to this Agreement (enumerated as follows):
 - a. For all projects over \$100,000, State of Nevada Prevailing Wage Rates, Washoe County, current edition as of Award date of project.
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

INCLINE VILLAGE G. I. D.

Agreed to:

Tim Callicrate, Chairman

Date

Sara Schmitz, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

OWNER'S address for giving notice:

INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

CONTRACTOR:

BRYCON CORPORATION

Agreed to:

By: _____

Signature of Authorized Agent

Print or Type Name and Title

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

CONTRACTOR'S address for giving notice:

BRYCON CORPORATION
5350 Capital Court, Suite 108
Reno, Nevada 89502
775-247-6005



BELFOR Environmental, Inc.

50 Artisan Means Way, Suite B - Reno, Nv 89511
(775) 424-3200 Tel. - (775) 356-0633 Fax
NV # 0077483 - CO216 - CA # 892184 - DOSH # 1017
NV Contract Limit Amount - Unlimited

21-11-RECC-LEAD

Main Level

Main Level

DESCRIPTION	QTY
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The following estimate reflects the requisite Lead abatement required to removed 88 ln ft of baseboard containing Lead on the ceramic tile on Women and Men Showers, 44 ln ft on each Shower. Lead clearance testing will be conducted by a third party hygienist subsequent to a Lead abatement and will be billed to you.

Mens Showers

Height: 8'

DESCRIPTION	QTY
1. Containment Barrier/Airlock/Decon. Chamber	60.00 SF
2. Protect - Cover with plastic	427.05 SF
3. Tear out baseboard and bag for disposal	44.00 LF
4. HEPA Vacuuming - Light - (PER SF)	44.00 SF
5. Clean the walls	1,001.65 SF

Womens Shower1

Height: 8'

DESCRIPTION	QTY
6. Containment Barrier/Airlock/Decon. Chamber	60.00 SF
7. Protect - Cover with plastic	427.05 SF
8. Tear out baseboard and bag for disposal	44.00 LF
9. HEPA Vacuuming - Light - (PER SF)	44.00 SF
10. Clean the walls	1,001.65 SF

General

DESCRIPTION	QTY
11. Peel & seal zipper	2.00 EA
12. Add for personal protective equipment (hazardous cleanup)	4.00 EA
13. Respirator - Half face - multi-purpose resp. (per day)	2.00 DA
14. Respirator cartridge - HEPA only (per pair)	2.00 EA
15. Eye protection - plastic goggles - Disposable	2.00 EA
16. Hazardous waste hauling & disposal - (Bid Item)	1.00 EA
17. Commercial Supervision / Project Management - per hour	4.00 HR
18. Equipment setup, take down, and monitoring (hourly charge)	2.00 HR
19. travel time	4.00 HR



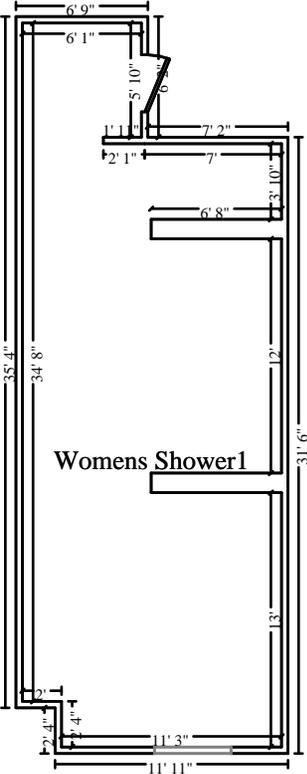
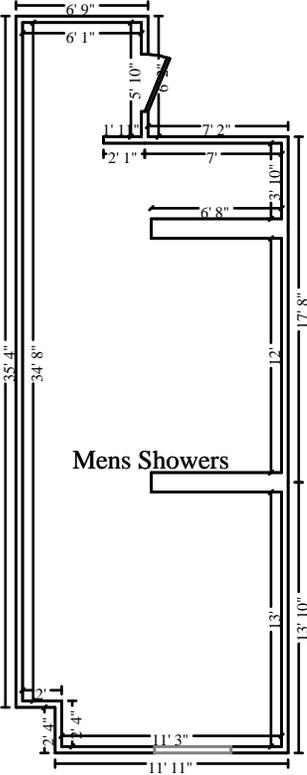
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NV # 0077483 - CO216 - CA # 892184 - DOSH # 1017
NV Contract Limit Amount - Unlimited

Grand Total \$2,596.87

Grand Total Areas:

2,003.31 SF Walls	854.09 SF Ceiling	2,857.40 SF Walls and Ceiling
854.09 SF Floor	94.90 SY Flooring	248.44 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	262.11 LF Ceil. Perimeter
854.09 Floor Area	950.67 Total Area	2,532.15 Interior Wall Area
1,778.63 Exterior Wall Area	207.35 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	





Project Summary

Project Number:	4899FF1202
Title:	Rec Center Locker Room Improvements
Project Type:	D - Capital Improvement - Existing Facilities
Division:	99 - Rec. Admin.
Budget Year:	2022
Finance Option:	
Asset Type:	FF - Furniture and Fixtures
Active:	Yes

Project Description			
Renovate men's and women's locker rooms at the Rec Center. Improvements include new tile, plumbing fixtures, partitions, light fixtures, lockers, ceiling tile, drains, as wells as ADA improvements.			
Project Internal Staff			
Engineering staff will select an Architect to prepare construction documents for proposed improvements. During design, Rec Center staff will provide feedback on proposed designs. Construction to be completed by a licensed contractor. Construction management to be provided by Architect and IVGID staff.			
Project Justification			
The locker rooms are showing their age and have fallen below IVGID's standard of service. Lockers to be replaced by modern units with an integrated security system for safety and ease of use. The new material should be designed to last many years, be easier to clean, and prevent rusting and mold/smell in the facility. The built-in locking/security system advantage is that it prevents vandalism and theft of members/guests' personal items as they do not have to remember their own lock. New tile and fixtures will help modernize the facility. Potential funding source: included in annual budget depreciation that sets user fees and Rec Fee allotment.			
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2022			
Construction	670,000	0	670,000
Construction Management	65,000	0	65,000
Construction Reserves	65,000	0	65,000
Year Total	800,000	0	800,000
	800,000	0	800,000
Year Identified	Start Date	Est. Completion Date	Manager
2021			Engineering Manager
			Project Partner