CARSON CITY, NEVADA

Hem# 440

REQUEST FOR BOARD ACTION

Date Submitted: December 8, 2006 Agenda Date Requested: December 21, 2006

Time Requested: Consent

Labor Commissioner Pwp # CC-2007-108

To: Mayor and Supervisors

From: Public Works Contracts Division

Subject Title: Action to accept Public Works recommendation and accept the Contract issued for the **Emergency Re-Drilling of Well #24 Project**, **Contract # 2006-093** and authorize Public Works to issue payments to WDC Exploration & Wells, 500 Main Street, Woodland, California 95695, from the Production Wells Construction Account as provided for in FY 2006/2007, in the amount of \$273,100.00 and a contingency amount not to exceed \$27,300.00.

Staff Summary: Based on a video survey in November 2006, Well # 24 has failed due to corrosion. This well is over 30 years old and was given to the City with the development of the Riverview Estates Subdivision. As a result of the failure, Well 24 must be re-drilled as it is critical during peak summer flow conditions. In order to have a producing well for the next irrigation season a new well must be installed and re-equipped. This process usually takes 18 to 24 months if we were to follow the normal bidding process. We are requesting that this contract be declared an emergency due to timing for implementing replacement by the next irrigation season.

Type of Action Requested: (Check One)

() Resolution () Ordinance (**) Formal Action/motion () Other (Specify)

Does this Action Require a Business Impact Statement: () Yes (X) No

Recommended Board Action: I Move to accept Public Works recommendation and accept the Contract issued for the **Emergency Re-Drilling of Well #24 Project, Contract # 2006-093,** and authorize Public Works to issue payments to WDC Exploration & Wells, 500 Main Street, Woodland, California 95695, from the Production Wells Construction Account as provided for in FY 2006/2007, in the amount of \$273,100.00 and a contingency amount not to exceed \$27,300.00.

Explanation for Recommended Board Action: On December 8, 2006, this project was declared an emergency by the City Manager, because this is one of the major production wells; getting it operational again is considered an emergency as continued down time of this well puts our ability to adequately supply water to our residents for consumption and fire protection at risk. A contract was solicited to provide an emergency quote. The quote was received and a contract will be issued December 21, 2006, that will require the contractor to pay Nevada State Prevailing Wage, provide bonds and insurance for the project. Since this project was deemed and emergency, it must be reported to the public body at its next regularly scheduled meeting.

Project Estimate: \$300,400.00

CARSON CITY, NEVADA REQUEST FOR BOARD ACTION

Applicable Statute, Code, Policy, Rule or Regulation: Pursuant to NRS 338.011, Section 2: The requirements of NRS 338 do not apply to a contract: "Awarded to meet an emergency which results from a natural or man-made disaster and which threatens the health, safety or welfare of the public. If the public body or its authorized representative determines that an emergency exists, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative, the authorized representative shall report the contracts to the public body at the next regularly scheduled meeting of the public body."

Fiscal Impact: Not to exceed \$300,400.00.00

Funding Source: Production Wells Construction Account as provided for in FY 2006/2007 Initial Project Allocation:

Explanation of Impact: If approved the above referenced account could be decreased by \$300,400.00.

Alternatives: Provide Other Direction Pursuant to Board Action.

Supporting Material: Original Agreement, Quotation from Contractor and the e-mail from the City Manager authorizing this Emergency Contract.

Prepared by: Sandy Scott, Contract Coordinator	
Reviewed By:	Date: 121 12,016
Ken Arnold, Public Works Operations Manager Reviewed By: (C/M)	Date: /2//2/06
Reviewed By (Finance Dir)	Date: /2/1/2/01
Reviewed By: (DA) Melanie Buksto	Date: 121 121 06
Reviewed By: (Public Works)	2 Date: 12, 12, 06
BOARD ACTION: Motion	1:(Aye):(Nay)
	2:
(Vote Recorded By)	

Emergency Contract No. 2006-093 Emergency Re-Drilling of Well #24 Project

THIS **CONTRACT**, made and entered into this 21st day day of December, 2006, by and between **WDC Exploration & Wells, 500 Main Street, Woodland, California, 95695**, hereinafter referred to as "Contractor", and CARSON CITY, NEVADA, hereinafter referred to as "Owner".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Owner and the Contractor agree as follows:

- That the Contractor will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the construction of the Emergency Re-Drilling of Well #24 Project in accordance with the Contract Provisions, Plans, and Specifications therefor, adopted by the Owner as prepared by Carson City and Aqua Hydrogeologic Consulting LLC, consultant. The contract amount for this work is \$273,100.00
- That the Owner will pay the Contractor progress payments and the final payment in accordance with the provisions set forth in the Specifications computed from the actual quantities of work performed and accepted, and the materials furnished, at the unit and lump sum prices shown in the Proposal, as bid in conformance with the Contract Documents defined hereinafter.
- Contractor agrees to complete said work on or before February 15, 2007, after issuance of the **NOTICE TO PROCEED** to the entire satisfaction of the Owner before final payment is made.
- That pursuant to the provisions under TIME FOR COMPLETION and LIQUIDATED DAMAGES in the CONTRACT PROVISIONS of said Specifications, the CONTRACTOR will complete the work within the Contract time. Since OWNER and CONTRACTOR agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that OWNER will be paid the liquidated damages as specified in the Contract Special Conditions for every calendar day of delay in the completion of the work, IN ADDITION to any direct charges incurred by the OWNER as a result of delay of the Project, including engineering fees and additional damages due to late construction. The OWNER also reserves the right to deduct any amounts due the OWNER from any moneys earned by the CONTRACTOR under this Contract.
- That the Contractor will pay, and will require all subcontractors to pay, unless otherwise exempt therefrom, all employees on said work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, as contained in or referenced by the Contract Provisions for this work.
- That the Contractor shall forfeit to the Owner, as a penalty, not less than \$20 nor more than \$50 for each calendar day and portion thereof that each workman employed on the public work: (a) is paid less than the designated rate for work done under the contract by the contractor or any subcontractor under him (b) is not reported to the public body awarding as required pursuant to NRS 338.070.
- 7 That in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than (8) hours of labor in a day from any person employed by him hereunder.

Emergency Contract No. 2006-093 Emergency Re-Drilling of Well #24 Project

- That the Contractor shall carry insurance and require all subcontractors to carry industrial insurance as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Contractor or his subcontractor's failure to pay premiums will automatically authorize the City to withhold amounts from funds due the contractor and make insurance premium payments on behalf of the Contractor and/or his subcontractors.
- The Contractor shall, prior to the execution of the Contract, furnish two bonds on the forms bound herein approved by the Owner, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contractor shall not begin work until such bonds are supplied to and approved by the Owner.
- Contract Documents include, but are not limited to the Specification Book, Plans, Addendums, Change Orders and any other document that is incorporated into the contract is hereinafter referred to as EXHIBIT "A" and located at the Carson City Contracts Division for public inspection.

Invitation to Bid, Instructions to Bidders, Bid Bond, Bid Proposal Summary, Contract Award Instructions, Contract Performance Bond, Payment Bond, General Conditions, Permits, Special Conditions, Standard Specifications, Technical Specifications, Plans, Addenda, if any, Executed Change Orders, if any, Notice of Award, Notice to Proceed.

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

11 ACKNOWLEDGMENT AND EXECUTION:

A		This	CONT	RACI	entered	into a	s of the	day and	vear first	written	above.
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STATE OF NEVADA)	
CARSON CITY)	
being	first duly sworn, deposes and says: That he is the
Contractor, or authorized agent of the Contractor, for	whom the aforesaid described work is to be performed stands the terms, conditions, and requirements thereof. ATTEST:
By: Title: Firm: Address:	On this day of, in the year 2006, before me, /Notary Public, personally appeared
City/State & Zip: Telephone: Fax: E-mail:	personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.
(Signature Of Contractor)	Notary's Signature
DATED this day of 2006.	11. L.S. 14 (1915)

Emergency Contract No. 2006-093 Emergency Re-Drilling of Well #24 Project

12 CONTRACT ACCEPTANCE AND EXECUTION:

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 21, 2006, approved the acceptance of the attached contract hereinbefore identified as CONTRACT No. 2006-093 and titled "Emergency Re-Drilling of Well #24 Project". Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

MARV TEIXEIRA, MAYOR DATED this 21st day of December, 2006.

ATTEST:

ALAN GLOVER, CLERK-RECORDER DATED this 21st day of December, 2006.



WDC Exploration & Wells

Drilling Services **QUOTATION # DM00855**

Quality Drilling Services Since 1949

500 Main Street, Woodland, CA 95695 530-662-8052/ 530-662-1592 FAX www.wdcexploration.com

SONIC Drilling Air Rotary Casing Hammer Mud Rotary

STRATEX

Flooded Reverse Circulation

Hollowstem Auger

November 15, 2006

Attn: Mr. Dave Carlson

advantage

RE: Request For Quote - 16" Production Water Well In Carson City

Scope of Work:

1. Mobilization/demobilization

2. Drill & Instali 1 - 16" - 400' Deep Production Water Well

3. Well Development & Pump Testing

	ummary				
	U/M	Est. Qty.	Unit Cost	Total	
	EA	1		\$28,900.0	
	EA	1		\$8,800.0	
40' Surface Conductor (30" Includes Grout)	EA	1		\$19,200.0	
	FT	500		\$49,000.	
	EA	1		\$6,900.0	
F&I 6" Test Well (Includes Gravel & Temp. Casing)		500			
Development & Pumping				\$22,500.0	
Standby For Final Well Design				\$22,320.0	
Ream Borehole To 26"				\$0.0	
				\$28,800.0	
F&I 16" LCS Wire Wrap				\$10,400.0	
Tacna Sand (350")				\$16,000.0	
10 Sack Sand Grout (50°)			The state of the s	\$12,800.0	
Airlift Development				\$4,320.0	
-urnish & Install & Domoun Toot Duma		16		\$7,440.0	
Mell Development With Test Purp		1	\$13,450.00	\$13,450.0	
Pump Toeting	HR	24	\$265.00	\$6,360.0	
Man C	HR	54	\$265.00	\$14,310.0	
	EA	1	\$1,600.00	\$1,600.0	
stimated lotal				\$273,100.0	
	Description Mobilization/demobilization Mud Pit Setup & Removal 40' Surface Conductor (30" Includes Grout) Drilling 14" Borehole - Reverse Geophysics F&I 6" Test Well (Includes Gravel & Temp. Casing) Development & Pumping Standby For Final Well Design Ream Borehole To 26" F&I 16" .312 Wall LCS Blank Casing F&I 16" .312 Wall LCS Blank Casing F&I 16" LCS Wire Wrap Tacna Sand (350') 10 Sack Sand Grout (50') Airlift Development Turnish & Install & Remove Test Pump Well Development With Test Pump Pump Testing //deo Survey Estimated Total	Mobilization/demobilization EA Mud Pit Setup & Removal EA 40' Surface Conductor (30" Includes Grout) EA Drilling 14" Borehole - Reverse FT Geophysics EA F&I 6" Test Well (Includes Gravel & Temp. Casing) FT Development & Pumping HR Standby For Final Well Design DY Ream Borehole To 26" FT F&I 16" .312 Wall LCS Blank Casing FT F&I 16" .CS Wire Wrap FT Tacna Sand (350') TN 10 Sack Sand Grout (50') YD Airlift Development HR Furnish & Install & Remove Test Pump LS Vell Development With Test Pump HR Pump Testing HR Video Survey FA	Description Mobilization/demobilization Mud Pit Setup & Removal 40' Surface Conductor (30" Includes Grout) Drilling 14" Borehole - Reverse Geophysics FA 1 FT 500 EA 1 FT 500 EA 1 FT 500 Development & Pumping Standby For Final Well Design Ream Borehole To 26" FAI 16" .312 Wall LCS Blank Casing FAI 16" .312 Wall LCS Blank Casing FT 200 FAI 16" LCS Wire Wrap FT 200 Tacna Sand (350") TN 50 10 Sack Sand Grout (50") Airlift Development HR 16 Fumish & Install & Remove Test Pump Vell Development With Test Pump HR 24 Pump Testing //deo Survey FA 1	Description	

Proposal Assumptions & Conditions:

remanent pumping equipment is not included.

'Client' to provide all Local, State, Federal project specific permits.

-).) All drilling locations are to be clear of any and all overhead & subsurface utilities
- 4.) All drilling locations are accessible by way of 2-wheel drive truck mounted drilling & related equipment
- 5.) All drill cuttings & fluids generated will be spread/discharge at the drilling locations
- 6.) An equipped 'Client' arranged water supply source will be made available during all phases of the project. Wate source will be located within one half (1/2) mile of the drilling locations
- 7.) During the drilling operation, if there is no return of the circulated drilling medium for a period of at least two (2 continuous hours, the 'Client' representative will be notified. 'WDC' will be compensated for the period of drilling under "Lost Circulation" condition at the rate of \$600.00/hour. Also 'WDC' will be compensated for all drilling fluic materials and additives required during the period of lost circulation. The condition of this section shall apply from the beginning of the time of notification until such time as circulation is regained with full or partial returns of the drilling medium to the land surface. After an initial lost circulation be lost again, the conditions of the paragraph will go into effect immediately and continue until such time as circulation is regained with full returns of the drilling medium at the land surface.
- 8.) During the drilling operation, if a "Hard or Unstable Formation" is encountered that results in a penetration rate of 3 feet per hour or less for a continuous period of a 12 hours average, 'WDC' will be compensated for the drilling conditions at the rate of \$600.00/hour. Also there will reasonable compensation to 'WDC' for all drilling bits and other materials used during the period of hard/unstable drilling conditions. The conditions shall apply from the beginning of the time of low penetration (less than 3 feet per hour) and shall continue only until such time as drilling is resumed at a rate of 3 feet per hour or greater.
- 9.) 'Client' will be responsible for all laboratory fees associated with the water sample testing
- 10.) Schedule/Pricing is based on a single rig operation; utilizing two (2) crews, working +/-12/hour shifts, working a continuous schedule (Including Mob/Demob/Travel Time).
- 12.) Drill rig standby due to unreadiness of the drilling locations or 'Client' delays will be billed at \$600.00/hour 13.) This proposal is valid for (30) days from the above date.

All services rendered will be billed promptly upon completion of work. Terms are netthirty (30) days unless otherwise agreed in writing in advance. A delinquency charge of 1.5% per month will apply to all past due invoices, unless a lowe rate is required by law. Client agrees to pay all court costs and attorneys fees, should court proceedings be initiated o attorneys be retained to collect past due amounts.

We at WDC Exploration & Wells thank you for the opportunity to provide this proposal. If you have any questions, or if we can be of any further assistance please do not hesitate to contact us at (775) 397-1618. We look forward to hearing from you soon.

WDC Exploration & Wells	
Darrell Tweidt	
Darrell Tweidt Business Development	
Acceptance of all outlined pricing, terms and conditions:	
Company Name:	
Authorized Representative (Name & Title):	
Signature:	