

CHURCHILL COUNTY

GOLF COURSE SEWER PLANT SALE



SALE DOCUMENTS

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

For CHURCHILL COUNTY:

Sealed bids will be received by CHURCHILL COUNTY for the purchase of the Golf Course Sewer Treatment Plant, at the office of the Churchill County Clerk/Treasurer, 155 North Taylor Street, Suite #110, Fallon, Nevada 89406 until **2:00 p.m.** local time on **September 6, 2013**, and then publicly opened and read aloud at 2:15 p.m. at 155 N. Taylor Street, Conference Room # 136, Fallon, Nevada, 89406. The purchase will be considered for award on **September 18, 2012**, at the regularly scheduled Board of County Commissioners Meeting at the Commissioners Chambers, 155 North Taylor Street, Fallon, Nevada 89406.

The purchase will be comprised of all components of the Churchill County Sewer Treatment Plant located at the Fallon Golf Course. The Sewer Treatment Plant will be sold “As Is and Where Is” and purchaser will be required to remove the facility from its current location. As an alternative, bidder may submit bids for component parts of the facility.

All information necessary to bid and the requirements of the successful bidders may be examined and/or obtained from following location:

CHURCHILL COUNTY
CLERK/TREASURER
155 N. Taylor Street, Ste. 110
Fallon, NV 89406

CHURCHILL COUNTY WEBSITE:
www.churchillcounty.org

Any person desiring to submit a proposal for the purchase of the Sewer Plant may conduct a walk through by contacting Kirk Peterson with SPB Utilities at (775)240-6776 to schedule the walk through of the facility. All persons will be given sufficient opportunity to investigate the condition of the facility and will assume of the risk of failing to investigate prior to submitting a bid.

The owner reserves the right to reject any and all bids and to waive minor irregularities in any bid or in the bidding process. No bidder may withdraw their bid within **thirty (30) days** after the actual opening thereof.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or Bid Bond in an amount of not less than five percent (5%) of the amount bid.

Carl Erquiaga, Chair, Churchill County Commissioners

Advertise: Lahontan Valley News
Churchill County Website

INFORMATION FOR BIDDERS

1.01 SECURING DOCUMENTS

Plans and Specifications may be obtained from the Churchill County Clerk/ Treasurer, 155 North Taylor Street, Suite 110, Fallon, Nevada 89406.

1.02 PROPOSAL

To receive consideration, bids shall be made in accordance with the following instructions:

1. Examination of Documents, Site and Conditions.

Before submitting a bid, bidders shall carefully examine the Bid Documents and investigate the facility to fully inform themselves as to all existing conditions and limitations, and shall include a price proposal that covers all of the required purchasing costs. Churchill County will not discount the purchase price submitted for any reason.

Submission of a Proposal shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in completing the purchase as required by these Documents.

2. Execution of Proposals.

Bids shall be properly executed upon the separate set of proposal documents provided with the construction documents. No bid will be considered unless it is made upon the proposal forms included and submitted in full.

All bids shall be made in accordance with the statutes of the State of Nevada, Advertisement for Bids, Information for Bidders, the Proposal, the Plans, Specifications and addenda as related to the purchase. Numbers shall be stated both in writing and in figures where so required, and the signatures of all persons signing shall be in longhand. The completed forms shall be without inter-lineation, alterations, or erasures. In case of a difference in written words and figures in a Proposal, the amount stated in written words shall govern unless obviously in error.

3. Bid Proposals and Alternatives

The Documents allow for the submission of a bid for the entire facility, or in the alternative a bid for the component parts of the facility. The component parts are listed herein in the section entitled "List of Assets." Churchill County is primarily seeking a purchase of the entire facility. In the event that the County does not receive adequate bids for the entire facility,

the County may reject all bids, and then consider alternative bids for the component parts of the facility.

3. Irregular Bids

Bids may be considered irregular and may be rejected by the Owner if they show any alterations of form, unauthorized additions, unauthorized conditional or alternate bids, incomplete bids, recapitulations, obviously unbalanced prices, erasures, or irregularities of any kind. No oral, telegraphic, telephone or modified proposals will be considered.

No bid will be considered unless accompanied by the Bid Security in the type and amount specified.

4. Signing of Proposal

Each bid shall include the legal name of the Bidder; shall identify the Bidder as a sole proprietor, a partnership, a corporation, or any other legal entity; and shall be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

5. Submitting Proposals

Sealed Proposals shall be delivered as instructed in the Advertisement for Bids on or before the day and hour set therein.

Bids for the contract shall be enclosed in sealed envelope bearing the title of the work and the name of the bidder. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. It is the sole responsibility of the bidder to see that the bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Owner will time and date stamp all packages received. Bids will be opened in the order they are received.

Each Proposal shall be accompanied by a certified check, cashier's check or bid bond acceptable to the Owner in an amount equal to at least five percent (5%) of the Proposal, payable without condition to the Owner as a guarantee that the bidder, if awarded the Contract, will promptly execute the contract in accordance with the Proposal and in a manner and form required by these documents.

The bid securities will be retained until the Contract is signed and satisfactory bonds furnished or other disposition made thereof.

Any bidder may withdraw their bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw his bid within thirty days after the actual date of the opening thereof.

6. Contracts and Bonds

Within ten days of award of the bid, the successful bidder shall execute the purchase contract. The successful bidder, within thirty days of execution of the purchase contract, shall make full payment as stated in the Bid Proposal.

The form of the Contract, which the successful bidder will be required to execute is included in the Bid Documents and shall be carefully examined by the Bidder. The Contract will be executed in three original counterparts.

7. Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Bid Documents, or finds discrepancies in or omissions from the Bid Documents, he may submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Interpretation or correction of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The delivery will only include persons or entities that have received the documents directly from the Clerk's Office. Unless persons have informed the Clerk's office that they received documents from the County Website, the County has no information of that person to deliver the addendum to. Therefore, prior to submitting the bid, all Bidders should contact the Clerk's office to determine if any addendums have been issued. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

8. Addenda

Any addenda issued during the time of bidding, forming a part of the documents purchased by the bidder for the preparation of the bid, shall be incorporated in the bid and shall be made a part of the Contract.

9. Award or Rejection of Bids

The Contract will be awarded to the highest responsive and responsible bidder complying with all terms and conditions of the documents herein contained and with the "Advertisement for Bids." The highest responsive and responsible bidder will be determined by the highest base bid total for the contract. The Owner, however, reserves the right to accept or reject any or all bids if it may deem it best for the public good, and to waive any informality in the bids received. The award for the contract, if made, will be within forty five days after the opening of the bids.

10. Execution of the Contract

The successful bidder shall execute and return the Contract to the Owner within ten calendar days after the Notice of Award. Time is of the essence in this regard. The successful bidder, upon his/her failure or refusal to execute deliver the contract and bonds for the contract required within the said ten days, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

11. Bidders Interested in more than One Bid

No persons, firm, or corporation shall be allowed to make, file, or to be interested in more than one bid for the same property unless alternate bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

Reasonable ground for believing that any bidder is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which the Bidder is interested.

Any or all Proposals will be rejected if there is reason for believing that collusion exists among any of the bidders.

12. Assignment of Contract

No assignment by the Bidder of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Purchaser, will be recognized by the Owner unless such Assignment has had prior approval of the Owner and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

13. Special Notice

Bidders are required to inform themselves fully of the conditions relating the purchase of the property; and the Contractor shall employ, as far as possible, such methods and means in carrying out his work as will not cause any interruption or interference to other contractors.

14. Measurement and Payment

Unless otherwise specified in the Bid Proposal, and approved by Owner, payment shall be due in full within thirty days of execution of the Contract Documents. The successful bidder will be responsible for the deconstruction and removal of the Facility. The Successful Bidder will be required to work with the Fallon Golf Course for the process of the removal with the least amount of disruption to the Golf Course as possible. The timing of the removal of the property must be described in the bid proposal.

15. Forms to be submitted with bid:

Bid schedule

Bid Bond

Disclosure of Principals

List of Subcontractors (if utilized for the deconstruction and removal of the property)

Affidavit of Non-collusion

BID SCHEDULE

TITLE: SALE OF CHURCHILL COUNTY GOLF COURSE SEWER TREATMENT PLANT

Item Description – State Bid Price in Words and Numerals **Amount**

Base Bid: Purchase of all component parts for the golf course sewer treatment plant

for the lump sum of _____ Dollars.

\$_____. The price listed is the full amount Bidder will pay to County, taking into consideration deconstruction and removal of the facility and work necessary to return the land to its natural state.

Alternative:

As an alternative, bidder is submitting a bid for the following component parts of the facility. The prices listed are the full amounts Bidder will pay to County, taking into consideration the removal of the component parts from the facility.

Component Part:	Price:
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____

(Attach additional Sheets if necessary)

Payment Terms:

Payment shall be due and payable in full within thirty days of execution of the purchase contract. OR (describe alternative payment structure – owner may take it into account in determining whether to award the bid):

Terms of Removal:

(Describe the timing/ etc. that bidder will be able to remove the property. Include any special terms that Bidder would require to be included. All terms will be considered by Owner in awarding the Bid).

(Attach additional sheets as necessary to fully detail any additional terms that bidder may require)

Firm Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone No. (____) _____ Fax No. (____) _____

In compliance with this "Invitation and Bid" and subject to all the Terms and Conditions thereof, the undersigned offers and agrees, if this bid is accepted to furnish any or all the items listed herein at the prices, terms, and delivery stated.

Signed _____ Date _____

Print name _____ Title _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We _____ as Principal, hereinafter called Contractor, and _____ a corporation duly organized or authorized to do business under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Churchill County, a political subdivision of the State of Nevada, for the sum of \$ _____ Dollars (state sum in words) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bond shall be governed by the laws of the State of Nevada.

WHEREAS, the Principal has submitted a bid, identified as _____ and titled " _____ ".

NOW, THEREFORE if Churchill County shall accept the bid of the Principal and the Principal shall fail to enter into a contract with Churchill County in accordance with the terms of such bid, and/or give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, and Surety shall pay to Churchill County the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which Churchill County may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids,.

	Executed on this _____ day of _____, 2012
(Signature of Principal)	Name: _____
	Title: _____
(Seal)	Firm: _____
	Address: _____
	City / State / Zip Code: _____
	Written Name of Principal: _____
(Signature of Notary)	ATTEST NAME: _____

State of Nevada)
) ss
County of Churchill)

Subscribed and sworn before me this ____ day of _____, 2012 by _____.

Printed Name of Notary

(Signature) Notary Public for the

State of Nevada

Claims Under This Bond May Be Addressed To:	Nevada Licensed Agent Information
Name of Surety	Name of Nevada Agent
Address	Address
City	City
State/Zip Code	State/Zip Code
Name	Agent's Name
Title	Agent's Title
Phone	Agent's Telephone
Surety's Acknowledgment	

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

ADDITIONAL FORMS REQUIRED FOR BID PROPOSAL

The following forms must also be completed. The forms must be filled out, signed and submitted with the bid proposal.

DISCLOSURE OF PRINCIPALS

PLEASE PRINT OR TYPE

Company Name

Street Address

City, State & Zip

NAME OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP, ETC.

Name

Official Capacity

Street Address

City, State & Zip

Name

Official Capacity

Street Address

City, State & Zip

Name

Official Capacity

Street Address

City, State & Zip

If further space is required, attach additional pages as needed.

AFFIDAVIT OF NON-COLLUSION

Must be submitted with Bid Proposal Form.

State of _____)

County of _____)

SS:

I, _____ (Name of Party signing this Affidavit and the Bid Proposal Form), _____ (Title), do hereby swear under Penalty of perjury that the assertions of this Affidavit are true:

That _____ (Name of Person, Firm, Association, or Corporation) has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Signature

Title

Subscribed and Sworn to before me

This _____ day of _____, 201____.

NOTARY PUBLIC

Notice of Award

TO: _____

PROJECT DESCRIPTION: GOLF COURSE SEWER PLANT SALE

The Owner has considered the bid submitted by you for the above described sale in the response to its Advertisement for Bids, and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of _____ Dollars (\$ _____).

The following alternatives have been selected by Owner for sale:

_____.

You are required by the Information for Bidders to execute the Agreement within ten calendar days from the date of receipt of this Notice.

If you fail to execute said Agreement within ten days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2013

Churchill County, Owner

By: _____
Carl Erquiaga, Chair

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is

Hereby acknowledged by _____

This _____ day of _____, 2012

By: _____

Title: _____

PURCHASE AGREEMENT

This Contract, made and entered into this _____ day of _____, 2013, by and between Churchill County (hereinafter "owner") and _____, (hereinafter "Purchaser"), for the consideration herein specified:

WITNESSETH:

That, whereas, Contractor has been awarded the Contract for the sale generally described as **GOLF COURSE SEWER PLANT SALE**, said purchase being described in the Bid Documentation.

NOW, THEREFORE, these presents witnesses that for and in the consideration of the full and complete performance of the covenants herein mutually agreed to be performed, the parties hereto do covenant and agree as follows:

The Purchaser agrees to purchase the property described in Exhibit "A" attached hereto (to be completed upon acceptance by Owner of bid and/or alternatives). Purchaser agrees to bear all expense to obtain the property from the current location.

For the purchase of the property described in Exhibit "A" Purchaser agrees to pay to Owner \$_____. Payment terms are described in the Bid Proposal completed by Purchaser.

The Purchaser agrees to remove the property under the terms and conditions stated in Exhibit "B" attached hereto (to be completed upon acceptance by Owner of bid and/or alternatives).

The Contract, entered into by the acceptance of the Bid Proposal of the Contractor and the signing of the Contract consists of the following documents, all which are in component part of this Contract and fully a part hereof as if herein set out in full, and if not attached, as if hereto attached:

1. Addenda
2. Purchase Agreement
3. Bid Documentation

All of the documents herein above referred to as being a part of this Contract are on file in the office of the Owner.

Said Purchaser shall furnish all necessary tools, equipment, labor and materials required for the removal of the property from the current location.

INDEPENDENT CONTRACTOR STATUS. The parties agree that Purchaser shall have the status of and shall perform all work under this Contract as an independent contractor. The Agreement does not create an employer/employee relationship, and Owner does not control the means by

which Purchaser satisfies Purchaser's duties under the agreement. Purchaser is not a County employee and there shall be no:

- A. Withholding of income taxes or other taxes by the County;
- B. Industrial insurance coverage provided by the County;
- C. Participation in group insurance plans which may be available to employees of the County;
- D. Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- E. Accumulation of vacation leave or sick leave provided by the County;
- F. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

DISPUTE RESOLUTION. If any dispute arises over the interpretation of this Contract or the performance of this Contract, Purchaser shall contact the County Manager and attempt to resolve the matter. Any action to enforce the terms of this Agreement must be brought in the Tenth Judicial District Court of the State of Nevada, in and for the County of Churchill. In the event that any action is filed in relation to this Contract, each party shall be responsible for their own attorney fees.

NO WAIVER. The failure of any party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

INDEMNIFICATION. Purchaser agrees to indemnify and save and hold the County, its officers, agents, and employees harmless from any and all claims, causes of action, or liability arising from the performance of this Agreement by Purchaser or Purchaser's agents or employees.

MODIFICATION OF AGREEMENT. This Agreement constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement.

SEVERABILITY. Each provision of this Agreement is severable from the whole. If any portion of this Agreement is deemed to be invalid, that invalidity shall not impair the remaining provisions of this Agreement.

INSURANCE. As long as this Agreement is in force, Purchaser shall maintain at its own expense, the following insurance coverage:

1. Comprehensive General Liability insurance policy. The policy shall include products/ completed operations and contractual coverage. The

policy shall be on an “occurrence” basis. Owner must approve the policy limits; such approval shall not be unreasonably withheld.

Within thirty days of the effective date of this Agreement, Purchaser shall provide Owner with an insurance certificate as evidence that the required insurance is in force.

All policies shall name Owner as an additional insured to the extent of the liabilities assumed by Purchaser under the terms and conditions of this Agreement. Any County insurance of the actions and property that are the subject matter of this Agreement shall be secondary and subordinate to Purchaser’s coverage and liability.

IN WITNESS WHEREOF, Purchaser has hereunto subscribed its name by its officers thereunto duly authorized and the Owner has hereunto signed its name by the Churchill County Board of Commissioners Chairman, the day and year in this agreement first above written.

OWNER:

By: _____
Carl Erquiaga, Chairman

CONTRACTOR

By: _____
(signature)

List of Assets

Golf Course Waste Water Treatment Plant Site

1. Influent Screening, Secondary Treatment System, CCT & Dewatering Equipment

Primary Fabricated Components

1. HLS300P Screening Unit-Parkinson Corporation
2. H-160M24-SUANSHPAMCC Structural Steel Tank Vessel and Secondary Treatment System
3. Clarifier
4. RAS Pump Station
5. Ashbrook Control Panel

Secondary Components-See Original Project Bidding and Contract Documents.

2. Pre-Engineered Biosolids Building

Structural Steel Building

Pre-engineered and shop fabricated structural steel building including frames, walls and sloped roof system, man-doors, 8 x 12 Cookson Model FCWI Insulated Aluminum Roll-up door with chain hoist.

Ashbrook-KP-05 Klampress Sludge Dewatering System complete with control panel, sludge feed pump, polymer feed systems, wash water, booster pump, orifice mixer, skid base and spare parts.

Centrate Pump Station- Simplex Sump Pump Station Zoeller XG6163.

Carbon Adsorber Odor Control System and Duct Work Siemens RJ-0700, 2400 Oder Control System including U.S. filter electrical panel.

Other associated components such as electrical panels and transformer.

3. Chlorine Building

Chlorine Contact Basin

Effluent Pump Station-Packaged Wastewater Pumping Station

Stations includes submersible pumps with motors guide bars, mounting brackets, power cables, structure, piping, valves, instrumentation and controls, and appurtenances.

Chlorine Building Electrical

Portable Eye Wash Unit

Sierra Pure CHLOR Chlorine Storage Tank 500 gallons with Explosion proof heater and lights.

Electrical Panel for Effluent Pump High Voltage 120 Amps 480 volts 3 phase.

Low Voltage Electrical Panel

Transformer 30 KVA GE Cat. 9T2309872 60 Hz. 3 phase

Lithonia Emergency Lighting.

4. Electrical

Electrical Switch Gear and Panels

Standby Generation Equipment and Transfer Switch

Skid mounted standby generation unit consisting of engine, generator, battery and charger, exhaust silencer, cooling system equipment, fuel system, exhaust system, weatherproof enclosure controls, and appurtenances.

Equipment-Pump Station Generator Set (EG1000). Detroit diesel generator MTU 250

- | | |
|-------------------------|---------------|
| 1. Rated KW at .P.F. | 175KW min. |
| 2. Voltage | 480/277 volts |
| 3. Phases | 3 |
| 4. Insulation | Class F |
| 5. Max temperature rise | 120 degrees C |
| 6. Winding Type | Wye |

Powerhouse Gen Set Enclosure Tramont Corporation.

Area Light Fixtures and Poles- 10

Flood Lights

Electrical Distribution

5.Chain Link Fence

Approximately 1,012 linear feet of chain link fence 2 inch mesh 9-gage wire, hot dip galvanized 6 foot width. Fabric conforms with requirements of ASTM A392 and has class 2 zinc coating.

Pipe is ASTM A53, Schedule 40 steel pipe. Posts, rails, braces and frames are hot-dip galvanized per ASTM A53, A123, or A153. Corner, end and line posts included.

Includes 2- 15' double leaf swing gate and 2-4' Single Leaf gate.

Rapid Infiltration Basin

Chain Link Fence

Approximately 1,092 linear feet of chain link fence 2 inch mesh 9-gage wire, hot dip galvanized 6 foot width. Fabric conforms with requirements of ASTM A392 and has class 2 zinc coating.

Pipe is ASTM A53, Schedule 40 steel pipe. Posts, rails, braces and frames are hot-dip galvanized per ASTM A53, A123, or A153. Corner, end and line posts included.

1-15' Swing double leaf swing gate and 1-4' single leaf gate.

RIB Liner