

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Kate Nelson, Interim Public Works Director, Jim Youngblood, Utilities Superintendent

SUBJECT: Review, discuss and possibly approve the Agreement for Services for crane services at Burnt Cedar Water Disinfection Plant - 2023/24 Operating Fund: Public Works; Utilities; Water; General Ledger #20002222-7510; Vendor: Connolly Crane, in the amount of \$5,610.00. (Requesting Staff Member: Interim Public Works Director Kate Nelson)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): **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 venues, facilities, and services. Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Ordinance No. 4: Water; Purchasing Policy for Public Works 21.2.0.

DATE: February 28, 2024

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve the award of the Agreement for Services with Connolly Crane Services, for the total amount of \$5,610.00.
2. Direct the Interim Director Of Public Works to sign and execute the Agreement.

II. BACKGROUND

The Public Works staff is responsible for maintaining all the District's water infrastructure. There are two pieces of equipment at the Burnt Cedar Water Disinfection Plant (BCWDP) that need to be lifted through the roof access hatch by crane. One piece of equipment is one of the two inlet water pumps that is due for reconditioning based on the number of run time hours. Therefore, staff will swap one pump with the spare pump that is in storage. The pump weighs approximately 1,500 lbs., and will be lifted approximately 25 feet to facilitate the removal of the pump to be reconditioned, and install the spare pump. The second piece of equipment is a pump control valve, which is on a separate water pump inside the finished water pump room, which needs to be replaced. In order to replace this valve, the water pump needs to be lifted through the roof access hatch as well. The District does not own a crane that can accomplish these lifts.

Staff plans to perform both activities on the same day. However, the agreement amount of \$5,610.00 will cover two days of crane work if the crane is needed for a second day. It is critical that the inlet pump station remain in good working condition as it is the only source of water for the entire District. This water source provides the citizens of Incline Village and Crystal Bay with potable water and fire protection, and meets the water demands of snow-making and irrigation at the golf courses during the summer. This work will be done in between the snow-making and golf course irrigating seasons.

In accordance with Board Policy 3.1.0., Subsection 0.4, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District's FY 2023/24 Operating Budget within the Utility Division 200 Fund.

III. BID RESULTS

The proposed Agreement is in compliance with the District's Purchasing Policy for Public Works 21.2.0 Subsection 1.6.2 - C: Construction Projects \$100,000 or less, and NRS 332.115.1.(c), and is exempt from competitive solicitation requirements. Staff did not seek competitive bids for the proposed purchase because the purchase is less than \$25,000 and is in accordance with NRS 332.115-1, contracts which, by their nature, are not adapted to award by a competitive solicitation, including contracts for: (c) additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person.

IV. FINANCIAL IMPACT AND BUDGET

This purchase will be paid out of the Approved FY 2023/24 Operating Budget.

V. ALTERNATIVES

The District Board of Trustees may defer or delay the swapping out of the inlet pump and the replacement of the pump control valve. However, this would put the District at a high risk of not being able to provide potable water or fire protection to the citizens of Incline Village and Crystal Bay, nor would the District

be able to meet the demands of snow making and irrigation at the golf courses.

VI. COMMENTS

In conclusion:

1. The use of the crane will allow staff to perform the required repairs and maintenance on the water pump station.
2. The proposed work is planned, budgeted and funded through the Public Works Water Operating Budget.
3. The agreement between the District and Connolly Crane has been reviewed and approved by District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. 2024 BCWDP Inlet Pump Agreement for Services

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

| | |
|--|---|
| Account No. 20002222-7510 | Purchase Order No. |
| CONTRACTOR Connolly Crane Service, Inc. 2276 Pinenut Road Gardnerville, NV 89410 Attn: Victor Slater 775-235-4321 (o) 775-240-1551 (c) victor@connollycrane.com | INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood JEY@IVGID.ORG or 775-832-1214 |

This Purchase Order is subject to the attached terms and conditions.

Services:

Per Estimate dated January 31, 2024, contractor will provide all services, equipment, and personnel needed to remove and replace an inlet pump at the District's Burnt Cedar Water Disinfection Plant, located at 665 Lakeshore Boulevard in Incline Village, Nevada.

Services to be completed prior to June 30, 2024.

Anticipated Price: \$5,610.00, based on one and one-half eight-hour (1.5 8-hour) day's work (changes in price will require a separate signed written notice, pursuant to Section 9 of this Purchase Order).

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any additional or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein. Notwithstanding the foregoing, DISTRICT acknowledges receipt of the Connolly Crane Service Crane Rental Agreement, and agrees to be bound by its terms and conditions by reference to said Agreement herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials. Invoices are to be sent to AP@IVGID.ORG.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill

ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to

the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor.

7. **Contract Terms.** Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto.

8. **Notice of Labor Dispute.** Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. **Changes.** By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and

an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. **Obligations.** Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time. DISTRICT shall provide unobstructed access to the facility to allow Contractor to transport the crane to and from the job site, and to stage the crane to complete the work. DISTRICT shall be responsible for any required lane closure, traffic control, and/or encroachment permits associated with the work. Should any electrical, mechanical, or anchor connections or disconnections or final alignments be required, DISTRICT shall be responsible for such work.

11. **Damage to District Facilities.** Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT. Notwithstanding the foregoing, Contractor shall not be responsible for the structural integrity of the inlet pump replaced under this Agreement.

12. **Site Safety and Cleanup.** The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. **Installation.** If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

14. **Whistleblower Provisions.** This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

[Signatures on Following Page]

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

By: _____
Kate Nelson, P. E.
Interim Director of Public Works

Date


Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

CONTRACTOR:

Agreed to:

By:  _____
Signature of Authorized Agent
Michelle Neubauer

Print or Type Name and Title
2/15/24

Date

EXHIBIT A – Contractor’s Estimate



2276 Pinet Road + Gardnerville, NV 89410
 NV: (775) 782-3036 + CA: (530) 573-1618 + Fax: (775) 235-4321
 Email: connollycrane@frontier.com
 Web: www.connollycrane.com
 NV License: 0068843

Estimate 1/31/2024

| Name & Address | Contact Info | Project/Job Description | Project/Job Date |
|---|---|---|------------------|
| Incline Village General Improvement District 1220 Sweetwater Rd. Incline Village, NV. 89451 Attn: Jim Youngblood | Office: 775-832-1214 Fax: Cell: 775-671-2207 Email: jey@lvgid.org | Remove and replace pumps at Burnt Cedar Water Disinfection Plant, Incline Village | TBD |

| <u>Equipment/Service</u> | <u>Rate</u> |
|---|--------------|
| National 18127 40 Ton Truck Crane w/Operator (4hr. min) | \$235.00/hr |
| 29 CFR OSHA Certified Signal Person/Rigger (If required) | \$125.00/hr. |
| Overtime Rate (In addition to the hourly rate for any work over an 8-hour up to 10 hours or Saturdays) | \$55.00/hr |
| Double Time (In addition to the hourly rate for any work provided after 10 hours weekdays Saturdays after 8 hours and on Sundays and Holidays) | \$110.00/hr |
| Crew Time (Oiler, rigger or any extra man provided by us if needed) | N/A |
| Rigging/Man baskets/Rock Buckets (determined per job scenario) | N/A |
| Mobilization In – (load & travel time) (Approx.: 1 hr.) | \$235.00/hr. |
| Mobilization Out – (load & travel time) (Approx.: 1hr.) | \$235.00/hr. |
| Permits (road closures, travel, etc.) | \$50.00 |
| Subsistence (if required, per man per day) | N/A |
| Fuel Surcharge | 10% |

Special Instructions/Notes:
 Please review and sign all documents, return via fax or e-mail, projects will be scheduled when all documents have been returned. Note: That all equipment & labor is charged by the hour, please do not hesitate to give us a call with any questions.
Victor Slater
 775.240-1551 Cell
victor@connollycrane.com