

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss, and Approve the Agreement for Professional Services for the Effluent Storage Tank Project at the WRRF for SCADA Configuration Modifications - 2023/24 Capital Project Fund: Utilities; Division: Sewer: Project #2599SS2010 Effluent Storage Tank; Professional: Thunderbird Communications in the Amount of \$9,531.45. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED FY 2023 STRATEGIC PLAN

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

BUDGET INITIATIVE(S): 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.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policies 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Capital Expenditures; 21.2.0 Purchasing Policy for Public Works Contracts

DATE: April 24, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve the Professional Services Agreement with Thunderbird Communications for the Effluent Storage Tank Project for the amount of \$9,531.45; and,
2. Authorize the District General Manager to execute the Agreement with Thunderbird Communications.

II. BACKGROUND

The construction of the new two million gallon (2MG) Effluent Storage Tank Project was approved on March 28, 2024 (Item E.3). There is an existing 0.5MG steel tank in use at the wastewater resource recovery facility (WRRF) that is currently monitored by a Supervisory Control and Data Acquisition (SCADA) system.

In order to complete construction of the new 2MG tank, the existing 0.5MG steel tank appurtenances need to be demolished for replacement. As part of this, the existing vault that houses the SCADA control system for the 0.5MG will be demolished and the SCADA hardware must be relocated until completion of the new tank-related facilities. However, the existing 0.5MG gallon tank must maintain operational use of the SCADA system and the related transducers to monitor tank storage levels for the Spooner Pump Station and high level alarming controls.

Thunderbird communications is the primary contractor the IVGID Plant Operations Staff use for SCADA programming. Therefore, the proposed agreement is to provide for temporary relocation of the existing SCADA controls.

III. BID RESULTS

The Services Agreement was not solicited for public bid. There is no requirement for this professional service to be solicited for competitive bid per NRS 338.13862(b): the contract value is less than \$25,000.

As the current SCADA contractor for the WRRF, Thunderbird Communications is the most suitable consultant to provide the SCADA programming services.

IV. FINANCIAL IMPACT AND BUDGET

The total proposed budget for programming for the temporary controls is \$9,351.45. Refer to attached Services Agreement, Attachment A.

The proposed amount above was included as part of the budget augmentation approved and presented in the February 28, 2024 Board of Trustees meeting (Item G.3) as summarized below.

Description	Cost Estimate
Direct Construction Costs	\$ 5,663,000
CMAR Fee	\$ 566,300
Risk Reserve	\$ 410,000
IVGID Operations Staff	\$ 38,000
IVGID Project Management	\$ 90,000

Engineering Construction Administration Services	\$ 200,000
Contract Contingency	\$ 190,000
Temporary SCADA	\$ 26,500
Subtotal	\$ 7,183,800
Spent to date	\$ 880,000
TOTAL	\$ 8,063,800

V. ALTERNATIVES

No alternatives are presented. This is an essential task required to enable construction of the new storage tank.

VI. COMMENTS

The Agreement for Professional Services has been reviewed and approved by the District's 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. ATTACHMENT A - Services Agreement - Thunderbird Communications_Effluent Tank SCADA Modifications

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

CIP No. 2599SS2010	Purchase Order No.
CONTRACTOR Thunderbird Communications, Inc. 1664 Auburn Ravine Road Auburn, CA 95603 Attn: Tom Swick <u>Sales@thunder-bird.com</u> ; 530-888-8100	INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Hudson Klein, P.E. <u>hwk@ivgid.org</u> ; 775-548-6375

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

Services:

Modifications to the District's SCADA system in preparation for the Effluent Storage Tank installation, per the attached proposal.

Not included in this PO:

- Installation and wiring of the RTU.
- Additional antenna cable.

Price: \$9,531.45

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

By: _____
 Bobby Magee
 District General Manager


 Date

Reviewed as to Form:

 Sergio Rudin
 District General Counsel

 Date

CONTRACTOR:
Thunderbird Communications
Agreed to:

By:  _____
 Signature of Authorized Agent
 Rose Swick, Corp Secretary

 Print or Type Name and Title
 4/10/24

 Date

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 addition 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.

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.

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; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. 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. This Purchase Order is not intended to and will not preclude Contractor'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.

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.

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.

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.

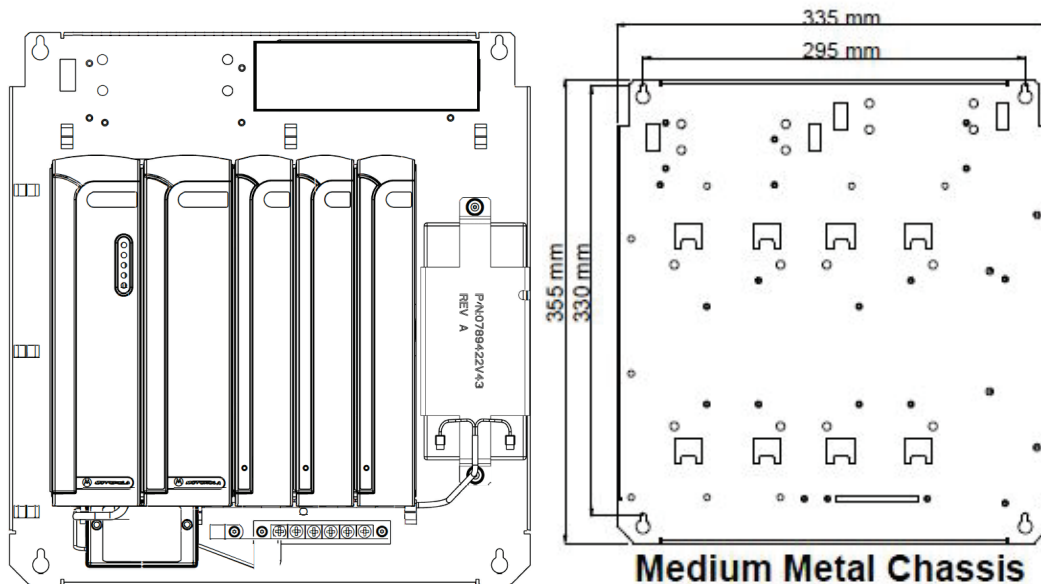
14. Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All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

February 7, 2024

Subject: Incline Village General Improvement District
Effluent Tank SCADA Modifications, Project #23-0111.TS

The following is Thunderbird Communications' pricing for SCADA modifications for the Effluent Tank modifications. This proposal includes the following hardware:

- Additional Mixed I/O module for the addition of new analog inputs.
- Additional backplane to allow mounting of the unit into the permanent housing upon final installation.



The additional backplane will allow all of the RTU (CPU, power supply, modules, radio, and battery) to be installed onto one backplane which can be installed in the permanent housing. The layout of the backplane is shown above. The current configuration has the unit installed with the modules, radio, and battery all installed separately due to space limitations at the time of installation.

This proposal includes the following labor:

- One day on site to document and assist with moving of the RTU to a temporary location
- Development of a functional specification, defining I/O connections, functionality, and HMI modifications to be made
- All required programming of RTU, FIU, Intouch, Historian, and WIN911 software
- Implementation of changes in field
- Assembly of RTU onto new backplane and assistance with moving to permanent location
- Field testing on site

Pricing is shown on the following pages. Please feel free to contact me with any questions or comments.

Sincerely,

Tom Swick

Tom Swick
Thunderbird Communications, Inc.

Cost Breakdown

IVGID

Effluent Tank Modifications

Engineering Cost Breakdown

Function	No. Days (In-House)	No. Days (On-Site)	Cost
One Day on Site to Assist with Moving of RTU to Temporary Location		1	\$1,290.00
Develop New Functional Specification and I/O Wiring Documentation	1		\$1,160.00
Develop Programming for RTU Application and Intouch Database In House, Provide Intouch Database Addressing Documentation	1		\$1,160.00
Implement RTU Programming, Modify FIU Application, Add Intouch Database and Display Modificaitons, WIN911 Alarming, and Historian Changes on Site		2	\$2,580.00
Assistance with Moving of RTU On Site, Assembling of RTU onto New Chassis		1	\$1,290.00
Participate in Field Testing Operations on Site		1	\$1,290.00
Engineering Total			\$8,770.00

Equipment Cost Breakdown

Equipment	Qty.	Item Price	Ext'd Price
FLN3572 Mixed I/O Module	1	\$513.95	\$513.95
Medium Metal Chassis with Motherboard	1	\$247.50	\$247.50
Equipment Total			\$761.45