

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 Sewer Pump Station #10 Line Stop - 2023/24 Operating Fund: Public Works; Utilities; Sewer; General Ledger #20002522-7510; Vendor: Tap Master, in the amount of \$10,675.00. (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. 2: Sewer; 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 Agreement for Services with Tap Master, for the total amount of \$10,675.00.
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 sewer infrastructure. The line stop is needed to allow staff to perform repairs and maintenance on Sewer Pump Station #10 (SPS #10). Currently, the two discharge isolation valves and check valves do not seal, so staff is unable to perform needed maintenance on the pump station. The installation of the line stop will allow staff to replace the non-functioning discharge valves and check valves, and allow staff to perform maintenance on the pump station. At this time, there is no other way to work on the pump station without causing a potential sewage spill.

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 purchase of the line stop. This would put the District at high risk of a sewage spill into Lake Tahoe if the pump station should fail. This sewer pump station is a critical sewage lift station that is located less than 100 feet from the shore of the lake. It is imperative that this station is maintained in good working condition at all times.

VI. COMMENTS

In conclusion:

1. The installation of a line stop is required at SPS #10 to allow staff to perform the required repairs and maintenance on the pump station.
2. The proposed work is planned, budgeted and funded through the Public Works Sewer Operating Budget.
3. The agreement between the District and Tap Master has been reviewed and approved by the 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. Tap Master Agreement for Services

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

<p>Account No. 20002522-7510</p>	<p>Req. No. TBD</p>	<p>Purchase Order No. TBD Order Date: Delivery By: Buyer: Jim Youngblood Phone:775-832-1214 E-mail: jey@ivgid.org</p>
<p>CONTRACTOR Tap Master 1647 Willow Pass Road, #136 Concord, CA 94520</p>		<p>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood</p>

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

Services:

Contractor will furnish the following:

- Mobilize personnel and equipment to job site.
- Provide all material to properly complete the project.
- Weld line stop onto a steel discharge pipe inside of Sewer Pump Station 10 (SPS #10), leaving a 4” valve.
- Leave line stop in place while IVGID replaces two valves inside of SPS #10.
- Remove line stop.
- The following materials/services are expressly provided in connection with this Purchase Order:

LABOR, TRUCK, EQUIPMENT, TRAVEL, FREIGHT
(1) 6" X 4" WELD NOZZLE FOR 6.63" STEEL PIPE O.D
INCLUDES COMPLETION PLUG, BLIND, GASKETS AND BOLTS
(1) 6" X 1-1/2" TOL
(1) 1-1/2" LINE STOP NIPPLE W/PLUG AND CAP
(1) 1-1/2" BALL VALVE WITH NIPPLE & PLUG
(1) 6" X 4" LINE STOP ON 6.63 STEEL SEWER LINE

(1) 6" x 1-1/2" HOT TAP FOR BLOW OFF/VERIFY I.D.

Contractor will not provide the following service, unless agreed to in a separate signed writing:

- Accelerated schedule/overtime.
- Unforeseen obstacles.

District will supply the following in connection with this Purchase Order:

1. LIFTING EQUIPMENT FOR 16" AND LARGER LINE STOP MACHINES, VALVES AND EQUIPMENT.
2. FURNISH INFORMATION FOR MATERIAL REQUIREMENTS, PROJECT INFORMATION, TEMPERATURE, DESIGN PRESSURE, LINE CONDITIONS, FLOW RATES, PREVAILING WAGE/PUBLIC WORKS PROJECT INFORMATION.
3. CONFIRMATION OF PIPE OD, TYPE OF PIPE AND ACTUAL PRESSURE.
4. EXCAVATION, SHORING BACKFILL, DEWATERING, TRAFFIC PLATING AND FENCING OF WORK AREA.
5. ENGINEERED, DESIGNED AND INSTALLED THRUST BLOCK RESTRAINT AND SUPPORT FOR LINE STOP FITTING AND EQUIPMENT ON OUTDOOR WORK. (PRESSURE AGAINST HEAD CAN MOVE PIPING AND SEPARATE UP STREAM PIPE JOINTS).
6. TRAFFIC BARRICADES, TRENCH PLATES AND TRAFFIC CONTROL
7. PERMITS, FEES, BONDS AND ANY SPECIAL LICENSES IF REQUIRED
8. MAINTAIN A DRY AND WORKABLE ENVIRONMENT AND SECURITY FOR THE LINE STOP UNIT.
9. CUSTOMER TO REPLACE THE COATING AT THE POINT OF THE LINE STOP & HOT TAP FITTINGS. (WHAT EVER THE THRUST BLOCK DOESN'T COVER).
10. NEW PIPING, NEW VALVES, DISH HEADS, CONNECTIONS OR TERMINATION OF PIPING.
11. ANY UPGRADE COSTS TO 304/316 SS BOLTS FOR THE LINE STOP BLIND IF REQUIRED.
12. VERIFY APPROVAL OF SUBMITTALS AND THE PIPE OD PRIOR TO ORDERING OF MATERIALS.
13. OPERATION OF ALL MAIN VALVES TO STOP FLOW DURING LINE STOP INSERTION.
14. DECHLORINATION AND REMOVAL OF ANY AND ALL WATER THAT MAY LEAK BY LINE STOP SEAL.
15. DECHLORINATION AND REMOVAL OF ALL WATER IN PIPING DURING DRAINING OF LINE.
16. CERTIFIED WELD INSPECTOR IF REQUIRED.

LIGHTS, LADDERS, WORK PLATFORM FOR WORK OVER 10'
PROTECTION & CLEAN UP OF FLOORS, WALLS AND EQUIPMENT
DISPOSAL OF SEWAGE FROM LINE STOP
PIPE REPAIRS, VALVE ADDITIONS AND DELETIONS
PIPE COATING REPAIRS

Price

Contractor's price for the work provided for in this PO is \$10,675.00. This price will remain valid for 60 days from the quote date of January 30, 2024, #48928. Contractor is to be paid \$10,675.00 payment upon completion and District's acceptance of project, and submission of a final invoice to District per Section 2 of the attached terms and conditions.

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 firm fixed fee basis, as 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 shall 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; 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. Except as otherwise expressly set forth in the cover page to this Purchase Order, Contractor shall be solely responsible for providing all materials, labor, tools,

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT – PURCHASE ORDER (SERVICES)

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 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.

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:
Tap Master
Agreed to:

By: _____
Irene Harden
Signature of Authorized Agent
Irene Harden, Secretary
Print or Type Name and Title

_____ 2/15/2024 _____
Date