

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 sewage hauling from Sewer Pump Station #10 - 2023/24
Operating Fund: Public Works; Utilities; Sewer; General Ledger #20002522-7510; Vendor: Alpine Septic, in the amount of \$5,400.00. (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 award of the Agreement for Services with Alpine Septic, for the total amount of \$5,400.00.
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 hauling of sewage while the line stop is being installed at Sewer Pump Station #10 (SPS #10) is needed to allow staff to perform maintenance on the pump station. Currently, the two discharge isolation valves and check valves do not seal, therefore 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 then 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 hauling of the sewage.

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 and is located less than 100 feet from the shore of the lake. It's imperative that this station is maintained in good working condition at all times.

VI. COMMENTS

In conclusion:

1. The hauling of sewage is required at SPS #10 to allow staff to perform 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 Alpine Septic 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 Alpine Septic SPS #10 Agreement for Services

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Account No. 20002522-7510	Purchase Order No.
CONTRACTOR Alpine Septic, Vendor #2152 P. O. Box 13345 South Lake Tahoe, CA 96151 alpineseptic@sbcglobal.net	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:

Contractor will provide two (2) pumping trucks to off-haul sewage from the District’s Sewer Pump Station 10 while IVGID staff performs maintenance on the pump station. The station needs to be offline while staff performs this work.

Contractor will provide two trucks for a time period of 12 hours, at \$225/hour per truck, with services to be performed in the window of March 1 to April 19, 2024.

Price: \$5,400.00

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. 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; 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

