

**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 with Finest LLC - 2023/24 Operating Fund: Public Works; Utilities; Sewer; General Ledger #20002524-7510; Vendor: Finest LLC, in the amount of \$10,045.22. (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

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to:

1. Approve the award of the Agreement for Services with Finest LLC, for the total amount of \$10,045.22.
2. Direct the Interim Director Of Public Works to sign and execute the Agreement.

## **II. BACKGROUND**

A fence will be installed on the District's parcel #124-921-07, located to the northwest of 398 Willow Court. This parcel has a long-standing issue of vehicles, trash, etc. being parked and dumped here. Staff has made many attempts to work with the property owner of the parcel adjacent to the District's parcel, without responses or removal of the unwanted debris. The District-owned parcel has a sewer main running through it and there have been problems gaining access to the parcel to facilitate routine and emergency maintenance on the sewer main. Adjacent property owners within the vicinity have also repeatedly requested the District to do something regarding this issue. The District's towing company, Milne Towing, will properly post and notify the owners of the vehicles, some of which are non-operational, to clear the District's property, and then have Finest LLC install a fence, with the goal of eliminating access to allow future dumping of debris and abandonment of vehicles on the District's property.

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 2023-2024 Operating Budget within the Utility Division 200 Fund.

## **III. BID RESULTS**

The proposed purchase agreement is in compliance with the District's Purchasing Policy for Public Works 21.2.0 (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 in accordance with NRS 332.115-1, contracts which, by their nature, are not adapted to award by a competitive solicitation, including contracts for: (b) Professional Services.

## **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 removal of abandoned vehicles, removal of the debris and installation of the fence. This may put the District at risk of a solids waste ordinance violation, as abandoned vehicles and debris would continue to accumulate on the District's property and will not allow staff to perform maintenance on the existing sewer line on the property.

## **VI. COMMENTS**

In conclusion:

1. The installation of a fence on the District's property is imperative to provide access for District personnel to maintain the existing sewer line on the property.
2. The proposed work is planned, budgeted and funded through the Public Works Sewer Operating Budget.

3. The Agreement between the District and Finest LLC 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. 2023-11-30 Finest LLC Agreement for Services

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

<p>Account No. 20002524-7510</p>	<p>Req. No. TBD</p>	<p><b>Purchase Order No. TBD</b> Order Date: Delivery By: Buyer: Jim Youngblood Phone: 775-832-1214 E-mail: <a href="mailto:jev@ivgid.org">jev@ivgid.org</a></p>
<p><b>CONTRACTOR</b>  Finest LLC 9 Adair Drive Carson City, NV 89706</p>		<p><b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b>  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 (the vacant District-owned lot, through which a District sewer line runs, behind 398 Willow Court, Incline Village NV).
- Provide all material to properly complete the project.
- Provide and install 160 linear feet of 6-foot high cedar fence on 2-7/8 schedule 20 round galvanized posts.
- Board on board dog-ear pickets sandwiched between redwood 2” x 4” rails. Four 2” x 4” per bay. Four carriage bolts per bay.
- Posts to be set in concrete and/or bolted to boulders with 8” weld-on plates where necessary.
- Application and approval of required Washoe County Building Permit

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

- Accelerated schedule/overtime.
- Site work unless noted above.
- Unforeseen obstacles.

**Price: \$10,045.22**

This price will remain valid until April 5, 2024.

**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:**

**CONTRACTOR:**  
**Finest LLC**  
**Agreed to:**

By:

\_\_\_\_\_  
Kate Nelson, P. E.  
Interim Director of Public Works

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

\_\_\_\_\_  
*Date*

By:



\_\_\_\_\_  
*Signature of Authorized Agent*

James Hardiman

\_\_\_\_\_  
*Print or Type Name and Title*

1/7/2024

\_\_\_\_\_  
*Date*

**Finest LLC**  
 9 Adair Dr  
 Carson City, NV 89706  
 775-883-1117  
 FinestCarson@gmail.com

# Estimate

ADDRESS
Darel Barlow Incline Village General Improvement District 1220 Sweetwater Rd Incline Village, NV 89451

ESTIMATE #	DATE	EXPIRATION DATE
4007	12/26/2023	01/12/2024

**SALES REP**  
 James

**JOB LOCATION**  
 398 Willow Ct. Incline

ACTIVITY	QTY	RATE	AMOUNT
<b>Cedar Privacy Fence</b> Materials and labor: 160' of 6' Cedar fence on 2-7/8 sch 20 round galvanized posts. Board on board dog ear pickets sandwiched between Redwood 2x4 rails. Four 2x4 per bay. Four carriage bolts per bay. Posts set in concrete and/or bolted to boulders with 8" weld on plates where necessary. No tear out and haul away.	1	9,745.22	9,745.22
<b>Cedar Privacy Fence</b> Permit fee	1	300.00	300.00

Materials are subject to flaws such as scratches, shrinking, dings, warping, splitting and knots which are beyond our control. We are not responsible for damage to vegetation, conduit, landscape, wiring, waterlines, sprinkler lines, or septic lines. Property lines must be properly marked by the property owner. Building permits are not included in this estimate unless otherwise indicated. Warranty does not cover mistreatment or acts of god. Estimate is for completing the job as described above, based on our evaluation, and does not include material price increases, additional labor or materials which may be required should unforeseen issues arise. Any materials used in the performance of this work remain the property of Finest LLC until all sums due are paid in full. A 1.5% monthly interest charge will be assessed on unpaid balances. Credit cards will be assessed a fee of 3.5%. Agreement of terms by paying deposit and/or signing contract.

SUBTOTAL	10,045.22
TAX	0.00
<b>TOTAL</b>	<b>\$10,045.22</b>