

**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 sodium silicate pumping and disposal at the Burnt Cedar Water Disinfection Plant - 2023/24 Operating Fund: Public Works; Utilities; Water; General Ledger #20002223-7510; Vendor: Hero Environmental Services, in the amount not to exceed \$10,400.50. (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 Hero Environmental Services, for the total amount not to exceed \$10,400.50.
2. Direct the Interim Director of Public Works to sign and execute the Agreement.

## **II. BACKGROUND**

The sodium silicate tank was installed in the early 1980s at the Burnt Cedar Water Disinfection Plant (BCWDP) and is used to provide corrosion control throughout our water system. Recently, the system has stopped working and staff is using totes to provide sodium silicate treatment to the water system. The tank needs to have the remaining sodium silicate removed, disposed of and the tank cleaned out. Once this process is completed, staff will run a new line from the sodium silicate tank to the injection pump, located within the UV room at the BCWDP.

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 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 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 pumping out of the sodium silicate and tank cleaning. Staff would continue to provide corrosion control for the water system utilizing totes. This is a safety issue, having to transport the sodium silicate totes from the WRRF to the BCWDP, swapping out the totes and hoses.

## **VI. COMMENTS**

In conclusion:

1. The pumping of the sodium silicate, tank cleaning and disposal of the silicate is required as it is a safety issue for staff.
2. The proposed work is planned, budgeted and funded through the Public Works Water Operating Budget.
3. The agreement between the District and Hero Environmental 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 Silicate Agreement for Services

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

<b>Account No. 20002223-7510</b>	<b>Purchase Order No.</b>
<b>CONTRACTOR</b> HERO Environmental 4900 Mill Street, #7 Reno, Nevada 89502 775-900-4376 <a href="mailto:gary@heroenv.com">gary@heroenv.com</a>	<b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b> Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood <a href="mailto:JEY@IVGID.ORG">JEY@IVGID.ORG</a> or 775-832-1214

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

**Services:**

Per Estimate 1462 dated February 5, 2024 (attached hereto and incorporated by this reference), Contractor will provide personnel, labor, and equipment required to remove and properly dispose of sodium silicate, and clean the inside of the storage tank, 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.

**Price: \$10,400.50**

**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 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.

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.

**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:**  
**HERO Environmental**  
**Agreed to:**

By:

\_\_\_\_\_  
*[Handwritten Signature]*  
Signature of Authorized Agent

\_\_\_\_\_  
Gary Grimes Owner  
Print or Type Name and Title

\_\_\_\_\_  
2/8/2024  
Date

**HERO Environmental**  
 4900 Mill St. #7  
 Reno, NV 89502  
 +1 7759004376  
 gary@heroenv.com



**ADDRESS**  
 Jim Youngblood  
 IVGID

**SHIP TO**  
 Jim Youngblood  
 IVGID

Estimate 1462

DATE 02/05/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
02/05/2024	<b>Basic Tank Cleaning</b>	Basic tank cleaning pull all sodium silicate from tank, rinse and inspect from surface level.	1	850.00	850.00
	<b>Guzzler w/operator</b>		8	250.00	2,000.00
	<b>tanker w/operator</b>		8	125.00	1,000.00
	<b>Labor and Equipment:Labor</b>		8	42.50	340.00
	<b>high heat/ high pressure - pressure washer</b>	High pressure washer with high heat to clean	1	425.00	425.00
	<b>Crew Truck</b>		1	250.00	250.00
	<b>non-haz liquid disposal</b>	liquid sodium silicate profile #120597NV	5,000	0.71	3,550.00
	<b>Non-Haz Manifest Fee</b>		1	50.00	50.00
	<b>Admin Fee</b>	Standard Fee	1	60.00	60.00
	<b>ERF Fee's</b>	Environmental Recovery Fee *Subject to change with national fluctuating rates*	8,525	0.22	1,875.50
Actual work hours may vary and the invoicing will reflect if hours are less and liquid volume is less or more.					
SUBTOTAL					10,400.50
TAX					0.00