

**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 Services for Carpet Replacement Public Works Building A Lower Level - 2023/24 Capital Improvement Project; Fund: Utility; Division: Shared Sewer and Water; Project #2097BD1204 - New Carpet Building #A ; Vendor: Tahoe Specialty Flooring and Window Design in an Amount Not to Exceed \$17,029.46. (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**

Purchasing Policy for Goods and Services 21.1.0.

**DATE:** April 24, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Approve the Agreement for Services with Tahoe Specialty Flooring and Window Design for the Amount Not to Exceed \$17,029.46; and,
2. Direct the General Manager to Sign and Execute the Agreement.

**II. BACKGROUND**

The carpet in Public Works Building A, installed in 2006, has reached the end of its lifespan, particularly on the lower level used by the pipeline crew and fleet. To

address this, high-traffic walk-off mats will be installed to extend the life of the new carpet. This initiative aligns with Board Policy 12.1.0 for facility maintenance and is included in the Consent Calendar per Board Policy 3.1.0 Subsection 0.4. It falls within the approved FY 2023/24 Capital Improvements Expense Budget in the Shared Utilities Fund.

**III. BID RESULTS**

The Public Works Buildings Division solicited bids for this work in January 2024 from three qualified local contractors. One responsive proposal was received from Tahoe Specialty Flooring and Window Design. The nonresponsive contractors were Simonian Flooring and SI Legacy.

**IV. FINANCIAL IMPACT AND BUDGET**

At the Board of Trustees meeting on May 25, 2023 (Item G.7 and G.9), the FY 2023/24 budget was approved. This project has an approved budget of \$47,000. All unused funds will remain within the fund balance.

**V. ALTERNATIVES**

The Board of Trustees may defer or decide not to move forward with staff's recommendation and the lower floor of Public Works Building A will remain in its current condition.

**VI. COMMENTS**

The Agreement between the District and Tahoe Specialty Flooring and Window Design 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. Carpet Install - Bldg A Lower Level

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

<b>Account No. 2097BD1204</b>	<b>Purchase Order No.</b>
<b>CONTRACTOR</b> <b>Tahoe Specialty Flooring &amp; Window Design</b> 930 Tahoe Boulevard, #103 Incline Village, NV 89451 Attn: Annie Daly <a href="mailto:annie@tahoesspecialtyflooring.com">annie@tahoesspecialtyflooring.com</a> <del>775-882-1177</del> 775.831.2200 CS	<b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b> Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Andrew Ansotegui <a href="mailto:ada@ivgid.org">ada@ivgid.org</a> / 775-558-9090

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

**Services:**

Per Contractor's quote ES401763, provide and install Shared Force carpet tile to Public Works Building A lower floor Fleet Superintendent's office, Pipeline Distribution/Collections Supervisor's office and Pipeline meeting room/lunch room. Work includes:

- Removal and reset furniture and equipment.
- Tear-out and dispose of existing glued-down carpet tiles.
- Prep cracked concrete subfloor.
- 6" rubber base.

**Price: \$17,029.46**

**SIGNATURES ON LAST PAGE.**

## 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.

**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:  
Tahoe Specialty Flooring & Window  
Design**

**Agreed to:**

By: *Coreen Serrano*

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

**Coreen Serrano - Vice President**

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

**4/5/2024**

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

**TAHOE SPECIALTY FLOORING & WINDOW DESIGN**  
**930 TAHOE BLVD., #103**  
**RALEY'S CENTER**  
**INCLINE VILLAGE, NV 89451**  
**Telephone: 775-831-2200**

**ES401763**

**QUOTE**

Sold To	Ship To
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ANDY-775-558-9090 ADA@IVGID.ORG	INCLINE VILLAGE PUBLIC WORKS 1220 SWEETWATER ROAD INCLINE VILLAGE, NV 89451

Quote Date	Tele #1	PO Number	Quote Number
02/12/24	775-832-1177		ES401763

PROVIDE AND INSTALL RETHREAD OR ORNATE 18" X 36" CARPET TILE IN FIRST FLOOR BACK MEETING ROOM, UTILITY DEPARTMENT AND UTILITY DEPARTMENT MEETING ROOM	\$ 15,494.20
REMOVE & RESET FURNITURE AND EQUIPMENT	1,900.00
TEAR OUT & DISPOSE OF EXISTING GLUED DOWN CARPET	3,000.00
PREP CRACKED CONCRETE SUB-FLOOR	600.00
6" RUBBER BASE	1,950.00
	\$ 22,944.20
<b>SHARED FORCE CARPET TILE IN LIEU OF RETHREAD OR ORNATE:</b>	<b>\$ (5,914.74)</b>
<b>NEW TOTAL:</b>	<b>\$ 17,029.46</b>

— 04/01/24 —

2:17PM —

Sales Representative(s):  
ANNIE DALY

Material:	0.00
Service:	0.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00

**QUOTE TOTAL: \$0.00**

**TAHOE SPECIALTY FLOORING & WINDOW DESIGN**  
**930 TAHOE BLVD., #103**  
**RALEY'S CENTER**  
**INCLINE VILLAGE, NV 89451**  
**Telephone: 775-831-2200**

**ES401763**

**QUOTE**

<b>Sold To</b>		<b>Ship To</b>	
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ANDY-775-558-9090 ADA@IVGID.ORG		INCLINE VILLAGE PUBLIC WORKS 1220 SWEETWATER ROAD INCLINE VILLAGE, NV 89451	
<b>Quote Date</b>	<b>Tele #1</b>	<b>PO Number</b>	<b>Quote Number</b>
02/12/24	775-832-1177		ES401763

CA LICENSE #719861 - NV LICENSE #74473

QUOTATION VALID FOR 30 DAYS FROM DATE OF ISSUE UNLESS OTHERWISE STATED

WE THANK YOU FOR SUPPORTING OUR COMMUNITY BY SHOPPING LOCALLY!

— 04/01/24 —

2:17PM —

Sales Representative(s):  
ANNIE DALY

Material:	0.00
Service:	0.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00

**QUOTE TOTAL: \$0.00**

