

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Director of Public Works

SUBJECT: Review, Discuss and Approve Purchase Order Agreement to Upgrade Sewer CCTV Equipment - 2024/25 Operating Budget; Fund 200; Division: Sewer; General Ledger # 20002524-7510; Vendor: WECO Industries, in the Amount of \$64,565.86 (Requesting Staff Member: Director of Public Works Kate Nelson)

RELATED FY 2023 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.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Ordinance No. 2: Sewer; Purchasing Policy for Goods and Services 21.2.0

DATE: July 10, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve the Purchase Order Agreement for Upgraded Sewer CCTV Equipment with Weco Industries, Operating Budget 20002524-7510 in the Amount of \$64,565.86; and,
2. Direct the General Manager to Sign and Execute the Agreement.

II. BACKGROUND

The Public Works Utilities Division manages an extensive sewer infrastructure comprising 97 miles of sewer gravity mains, 1,840 manholes, and 11 miles of

force main, excluding the effluent export pipeline. The existing closed-circuit television (CCTV) equipment, originally acquired in 2008, has surpassed its useful life and has undergone multiple rebuilds over the years. To maintain the integrity and functionality of our sewer system, we propose the acquisition of new CCTV equipment. This new equipment will be installed in the existing 2008 CCTV van. Additionally, it is designed to be portable, allowing for use on easement lines where van access is not feasible.

The DOWL Sewer Utility Master Plan emphasizes the necessity of a robust CCTV program coupled with certified scoring through the Pipe Assessment Certification Program (PACP) for all sewer mains. The District is well-prepared to meet this requirement, as there are currently two operators on staff who are certified by the National Association of Sewer Service Companies (NASSCO) to perform PACP scoring. Upgrading our CCTV equipment is essential for adhering to the Master Plan's recommendations and ensuring the efficient and effective maintenance of our sewer infrastructure.

III. BID RESULTS

The proposed purchase order agreement is in compliance with the District's Purchasing Policy for Public Works 21.2.0 and NRS 332.115. This purchase is exempt from competitive solicitation requirements 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: (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government, is compatible with existing equipment.

The proposed purchase order agreement is also in compliance with NRS 80.015 and 80.055, in reference to purchasing equipment from companies outside the State of Nevada.

IV. FINANCIAL IMPACT AND BUDGET

This purchase will be paid by the District's approved 2024/25 Sewer Operating Fund; 200; G.L. # 20002524-7510.

V. ALTERNATIVES

The District Board of Trustees may defer or delay the purchase of the CCTV equipment.

VI. COMMENTS

The Purchase Order and Agreement have been reviewed and approved by the District's 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. PO Agreement - WECO Industries

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

GL Account: 20002524-7510	Purchase Order No.
CONTRACTOR WECO Industries 4971 Allison Parkway, Suite A Vacaville, CA 95688 Attn: David Stallings 800-677-6661	INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Scott Hubele 775-832-1289 / scott_hubele@ivgid.org

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

Services:

The purchase of a CCTV camera and related equipment, for sewer main line inspections. Equipment is shown on the attached Quote #040124.

Price: \$64,565.86*

*Price includes cost of delivery.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

By: _____
Bobby Magee
General Manager

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

CONTRACTOR:

Agreed to:

By:  _____
Signature of Authorized Agent

Noah Johnson, Owner

Print or Type Name and Title

6/26/24

Date

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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

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.



4971 Allison Pkwy Suite A
 Vacaville, CA 95688
 Phone: (800) 677-6661
 Fax: (707) 446-7933

EQUIPMENT QUOTE

Customer

Contact | Scott Hubele
Company | Incline Village
Address | 1220 Sweetwater Road

City | Incline Village **State** | NV **Zip** | 89451-9214
Phone | 1-775-832-1289

Quote # 040124

Date | 04/01/24
Expiration | 12/31/24
Rep | David Stallings
Terms | NET-30
Delivery | TBD
FOB | DESTINATION

Item	QTY	U/M	Part No.	Description	Unit Price	Total Selected
1	1	EA	-----	FLEXITRAX C550 SSP SMALL STANDARD PACKAGE Part No: 10/C550-STD-C554-PKG <u>INCLUDES:</u> - C554 CRAWLER ASSEMBLY - POWERED DRUM WITH 1000' CABLE, WITH SWIVEL - COMMAND MODULE AND PENDANT CONTROLLER - PAN & TILT CAMERA - SMALL ELEVATOR (GOOSENECK) - SMALL, MEDIUM AND LARGE WHEELS - 5m LINK CABLE - DOWNHOLE SET (TOP/BOTTOM ROLLER, ROPE, POLES) - DOWNHOLE HOOK AND STRAP KIT - MULTIPLE PIPE OPTIONS 4" - 15" - CENTERING IN 18" W/ SMALL GOOSENECK ELEVATOR - HANDHELD CONTROLLER - LOCALIZATION PACK (SOFTWARE, GREASE, MAIN CABLE, USB INTERFACE CABLE, ACCESSORY BAG) - C550 CABLE BLANKING TOW EYE - EXTRA HANDLE TO HELP CARRY REEL - TRAINING: ONE (1) DAY ON-SITE <u>OPTIONS:</u>	\$64,048.38	<input checked="" type="checkbox"/> \$64,048.38
2	1	EA	PL-VF10R-RX-ONLY	LOCATOR RECEIVER FOR 512Hz SONDE (W/ SOFT CASE) TO CONNECT C550 TO EXISTING GNET COMPUTER <u>(MUST HAVE GNET VERSION 4.2.0 OR HIGHER):</u>	\$2,450.00	<input type="checkbox"/>
3	1	EA	EC3466	VIDEO CAPTURE DEVICE, USB3, PENG0, 4K, HDMI	\$447.94	<input checked="" type="checkbox"/> \$447.94
4	1	EA	TR1704	HIGH SPEED HDMI CABLE	\$27.43	<input checked="" type="checkbox"/> \$27.43
5	1	EA	EC2236	CABLE, ETHERNET, SHIELDED, 7', BLUE	\$42.11	<input checked="" type="checkbox"/> \$42.11
6	1	EA	EC3466	TO CONNECT C550 TO EXISTING GNET WITH LAPTOP <u>(MUST HAVE GNET VERSION 4.2.0 OR HIGHER):</u> VIDEO CAPTURE DEVICE, USB3, PENG0, 4K, HDMI	\$425.99	<input type="checkbox"/>
7	1	EA	TR1704	HIGH SPEED HDMI CABLE	\$27.43	<input type="checkbox"/>
8	1	EA	EC2236	CABLE, ETHERNET, SHIELDED, 7', BLUE	\$42.11	<input type="checkbox"/>
9	1	EA	-----	LAPTOP WITH GNET BASIC	\$14,500.00	<input type="checkbox"/>
10	1	EA	-----	SUPPORT PLAN 1 YEAR	\$981.00	<input type="checkbox"/>
11	1	EA	-----	ON-SITE TRAINING: 2 DAYS	\$2,750.00	<input type="checkbox"/>

*EQUIPMENT WILL BE DELIVERED AT NO COST TO THE CUSTOMER
- Thank you -*

Subtotal	\$64,565.86
Sales Tax	(NO SALES TAX)
Freight	(NO FREIGHT)
Grand Total	\$64,565.86