

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Director of Public Works

SUBJECT: Review, Discuss and Approve the Purchase Order Agreement for the Burnt Cedar Water Disinfection Plant Lake Intake Inspection; FY 2024/25 Public Works; Utilities: Water: Operating #20002223-7510; Contractor: Diverobotix; \$1,500, (Requesting Staff Member: 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: August 28, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve the Purchase Order Agreement for Services with Diverobotix in the amount of \$1,500, and
2. Direct the General Manger to Sign and Execute the Agreement.

II. BACKGROUND

The Burnt Cedar Water Disinfection Plant (BCWDP) intake line, which is the District's sole source of water, extends over 600 linear feet into Lake Tahoe. The Nevada Division of Environmental Protection (NDEP) mandates that the intake pipe and structure be inspected and cleaned annually.

III. BID RESULTS

The proposed Purchase Order Agreement for Services complies with the District's Purchasing Policy for Public Works Contracts, Policy 21.1.0.2.2.3 and did not require more than one bid.

IV. FINANCIAL IMPACT AND BUDGET

This service will be paid for by the District's approved FY 2024/25 Operating Fund under Utilities, Water Division: G.L. #20002223-7510.

V. ALTERNATIVES

There are no alternatives presented. The work is required to be in compliance with NDEP regulations.

VI. COMMENTS

The Purchase Order Agreement between the District and Diverobotix 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. PO Agreement - Diverobotix

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

G.L. # 20002223-7510	Purchase Order No.
<p align="center">CONTRACTOR</p> <p>Diverobotix – Vendor #472 1925 Wiseman Lane Gardnerville, NV 89410 Attn: Scott Fontecchio Ph: 775.230.1116 email: deepwaterrovman@gmail.com</p>	<p align="center">INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</p> <p>Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood Ph; 775.832.1214 email: jey@ivgid.org</p>

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

Services:

Inspection, video and cleaning of the BCWDP intake line and screen. Work includes:

Comprehensive Inspection with Cleaning

- Utilize a ROV for a complete video inspection of the water pipe intake interior and exterior.
- Certified scuba divers will perform a visual inspection of the intake structure at entry and exit points.
- Divers will remove any debris or blockages found within the intake structure.
- A post-cleaning video inspection will be conducted using the ROV to ensure a clear and functional intake.
- A comprehensive report will be provide, including: observations, anomalies, and recommendations for any further action as well as detailing the cleaning process, findings, and post-cleaning inspection results.

Price: \$1,500.00

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.

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.

Signatures on following page.

SIGNATURE PAGE

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

SCOTT FONTECCHIO

Agreed to:

Bobby Magee
General Manager

Signature of Authorized Agent

Date

Print or Type Name and Title

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date