

MEMORANDUM

TO: Board of Trustees

THROUGH: Karen Crocker, Interim District General Manager / Director of Parks and Recreation

FROM: Mike Bandelin, Diamond Peak Ski Resort General Manager

SUBJECT: Review, Discuss and Possibly Approve a Purchase Order Agreement with Cisco Air Systems for Annual Commissioning and Start-Up Services for the District's Snowmaking Air Compressors. FY 2024/25 Operating Expense: Fund: Community Services; Division: Ski; GL Account # 30343463-7510; Vendor: Cisco Air Systems, in the amount of \$14,866.60. (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin)

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES, Policy 21.1.0 - Purchasing for Goods and Services

DATE: October 9, 2024

I. RECOMMENDATION

II. BACKGROUND

The general purpose of this project is to maintain District operations through the necessary maintenance and replacement cycles. The agreement proposed for award addresses the annual Diamond Peak Air House start up and commissioning of the three snowmaking air compressors. The annual service includes a technician from Cisco Air Systems on site to initiate a start sequence of the air compressors, checking valve positioning units, voltage regulation, air seals, cooling systems, machine fault parameters, vibration analysis, compressor oil analysis, complete thorough checks and troubleshooting of the machines if necessary.

This annual start-up service has taken place since 1988 when the first machines were installed at Diamond Peak. The service has been completed by Ingersoll Rand (the manufacturer), which is now Cisco Air Systems. Staff supports and

funds the annual service through operations and has consistently used the same vendor as the three machines records are held with the one service provider.

In accordance with Board Policy 3.1.0., 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the current FY2024/25 Ski Venue approved operating budget.

III. BID RESULTS

The proposed Purchase Order Agreement for Services complies with the District's Purchasing Policy 21.1.0.2.2.4 and did not require more than two bids for services.

IV. FINANCIAL IMPACT AND BUDGET

This service from Cisco Air Systems is included as a line-item expense within the Ski Venues FY 2024-25 Slope Machine Operating Budget, General Ledger #30343463-7510.

V. ALTERNATIVES

This staff report does not present any alternatives at this time.

VI. COMMENTS

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. IVGID Purchase Order Agreement - Cisco Air Systems
- 2. Cisco Air Systems Proposal 3412202 Diamond Peak Ski Resort Incline Village
- 3. Cisco Air Systems Proposal 3412203 Diamond Peak Ski Resort Incline Village
- 4. Cisco Air Systems Proposal 3412204 Diamond Peak Ski Resort Incline Village

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Incline Village General Improvement District

Purchase Order Agreement

G.L. #3034363-7510	Purchase Order No.
<p style="text-align: center;">CONTRACTOR</p> <p>Cisco Air Systems 214 27th Street Sacramento, CA. 95816 Attn: Dave Hall Phone: 800-813-6763</p>	<p>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Diamond Peak Ski Resort 1210 Ski way Incline Village, NV 89451 Attn: John Tarmey Phone: 775- 832- 1265 Email: jpt@ivgid.org</p>

This Purchase Order Agreement is subject to the attached terms and condition for Services provided to the Incline Village General Improvement District.

Services: Annual service, start up and commissioning of Diamond Peaks three centrifugal air compressors used for snowmaking operations at from November 1st through January.

Proposal Overview:

Cisco Air Systems has a prepared a proposal for a Cisco Air Systems technician to travel to the Districts ski venue to perform the annual start up and commissioning of the three District owned and operated snowmaking air compressors.

Description	
Total Parts	\$1,191.10
Total Equipment	\$2,700.00
Total Service	\$2,106.00
Total Labor	<u>\$8,869.50</u>
Total Proposal	<u>\$14,866.60</u>

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

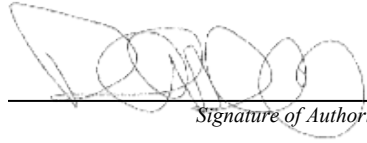
**OWNER:
INCLINE VILLAGE G. I. D.**

CONTRACTOR:

Agreed to:

Agreed to:

Karen Crocker
Interim General Manager



Signature of Authorized Agent

David Hall/ Nevada District GM

Date

Print or Type Name and Title

9/30/2024

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date



214 27th Street
 Sacramento, CA 95816
 p. (800) 813-6763

SOLD TO:

Diamond Peak Ski Resort/ Incline Village *
 893 Southwood Blvd.
 Incline Village , NV 89451

Contact:

John Tarmey

Proposal	
Proposal Date 8/12/2024	Proposal Number Service Request - 3412202 (Pending)
Customer Number 6146	

SHIP TO:

Diamond Peak Ski Resort
 1210 Ski Way
 Incline Village , NV 89451

PO Number	Order Date	Salesperson	Proposal Number
NEED PO	3/28/2024	Dave Hall	Service Request - 3412202 (Pending)
Terms			
Net 15			

Mfg	Model	Serial #	Description		
INGERSOLL-RAND	C950M3	033109	1250 HP CENTRIFUGAL COMPRESSOR		
Description	Discount	Subtotal	Tax	Total	
Total Parts		406.44	0.00	406.44	
Total Equipment		900.00	0.00	900.00	
Total Service Fees & Misc		702.00	0.00	702.00	
Total Labor		2,956.50	0.00	2,956.50	

Total 4,964.94 0.00 4,964.94

Annual start up to include oil sampling and vibration analysis. Multi-unit discount of 10% applied.

Freight: FOB Factory To approve this estimate, sign the bottom, provide a PO# & email or fax back.
 Fax# 916-444-7619 This quote is valid for 30-days.



214 27th Street
 Sacramento, CA 95816
 p. (800) 813-6763

SOLD TO:

Diamond Peak Ski Resort/ Incline Village *
 893 Southwood Blvd.
 Incline Village , NV 89451

Contact:

John Tarmey

Proposal	
Proposal Date 8/12/2024	Proposal Number Service Request - 3412203 (Pending)
Customer Number 6146	

SHIP TO:

Diamond Peak Ski Resort
 1210 Ski Way
 Incline Village , NV 89451

PO Number	Order Date	Salesperson	Proposal Number
NEED PO	3/28/2024	Dave Hall	Service Request - 3412203 (Pending)
Terms			
Net 15			

Mfg	Model	Serial #	Description	
	2C1145M3	M88-4463	125 HP CENTAC UNIT	
Description	Discount	Subtotal	Tax	Total
Total Parts		406.44	0.00	406.44
Total Equipment		900.00	0.00	900.00
Total Service Fees & Misc		702.00	0.00	702.00
Total Labor		2,956.50	0.00	2,956.50

Total 4,964.94 0.00 4,964.94

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Contact:

John Tarmey

Proposal	
Proposal Date 8/12/2024	Proposal Number Service Request - 3412204 (Pending)
Customer Number 6146	

SHIP TO:

Diamond Peak Ski Resort
 1210 Ski Way
 Incline Village , NV 89451

PO Number	Order Date	Salesperson	Proposal Number
NEED PO	3/28/2024	Dave Hall	Service Request - 3412204 (Pending)
Terms			
Net 15			

Mfg	Model	Serial #	Description	
INGERSOLL-RAND	3CII70M3	M85-3719C	200 HP CENTAC UNIT	
Description	Discount	Subtotal	Tax	Total
Total Parts		378.22	0.00	378.22
Total Equipment		900.00	0.00	900.00
Total Service Fees & Misc		702.00	0.00	702.00
Total Labor		2,956.50	0.00	2,956.50

Total 4,936.72 0.00 4,936.72

Annual start up to include oil sampling and vibration analysis. Multi-unit discount of 10% applied.

Freight: FOB Factory To approve this estimate, sign the bottom, provide a PO# & email or fax back.
 Fax# 916-444-7619 This quote is valid for 30-days.