

MEMORANDUM

TO: Board of Trustees

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

FROM: Kate Nelson, Director of Public Works

SUBJECT: Review, Discuss and Approve Purchase Order Agreement for Vegetation Management; FY 2024/25 Public Works; Utilities; Sewer: Operating #20002523-7330 (Mill Creek Dam #2) and Operating #20002521-7330 (Wetlands); Contractor: with Integrity Pest Management, LLC; in the Amount not to Exceed \$13,800. (Requesting Staff Member: Director of Public Works Kate Nelson) - pages 348 - 360

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: November 13, 2024

I. RECOMMENDATION

That the Board of Trustees make a Motion to:

1. Approve the Purchase Order Agreement with Integrity Pest Management, LLC. in the amount not to exceed \$13,800 and
2. Direct the Interim General Manager to Sign and Execute the Agreement.

II. BACKGROUND

Integrity Pest Management provides vegetation management on roadways at

3050 Vicky Lane, Minden NV (Wetlands Facility) and at 1220 Sweetwater Road, Incline Village NV (Mill Creek Dam). The control of vegetation at the Wetlands Facility and on the Mill Creek dam is a requirement from the State of Nevada, Division of Water Resources.

III. BID RESULTS

This purchase is exempt from competitive bidding for the following reasons: Nevada Revised Statute (NRS) 332.115.1.(b).

IV. FINANCIAL IMPACT AND BUDGET

The funding for this item is included in the FY2024/25 approved budget, as shown in Attachment B, under Mill Creek Dam #2 GL# 20002523-7330 - \$2,700 and Wetlands GL# 20002521-7330 - \$11,100.

V. ALTERNATIVES

The work associated with this contract is a regulatory requirement from the Nevada Division of Water Resources.

VI. COMMENTS

The Agreement between the District and Integrity Pest Control, LLC. 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. PURCHASE ORDER ~ Integrity Pest Management
2. Attachment B_7330Report-MUNAPPP-00230E-25820-11-06-14-48-30.5

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

| | |
|---|---|
| G.L. # 20002521-7330 & 20002523-7330 | Purchase Order No. |
| <p style="text-align: center;">CONTRACTOR</p> <p>Integrity Pest Management, LLC PO Box 5841 Fallon, NV 89407 Vendor # 3840</p> | <p style="text-align: center;">INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</p> <p>Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood Phone / Email: 775-832-1214 ~ jey@ivigd.org</p> |

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

Services: Pre and post vegetation management at 3050 Vicky Lane, Minden, NV (IVGID Wetlands Facility) and at 1220 Sweetwater Road, Incline Village, NV 89451 (Mill Creek Dam).

Price: Not to exceed \$13,800.00 in accordance with the Contractor's proposal attached hereto.

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:
Integrity Pest Control**

Agreed to:

Agreed to:

Karen Crocker
Interim General Manager

Signature of Authorized Agent

Date

Print or Type Name and Title

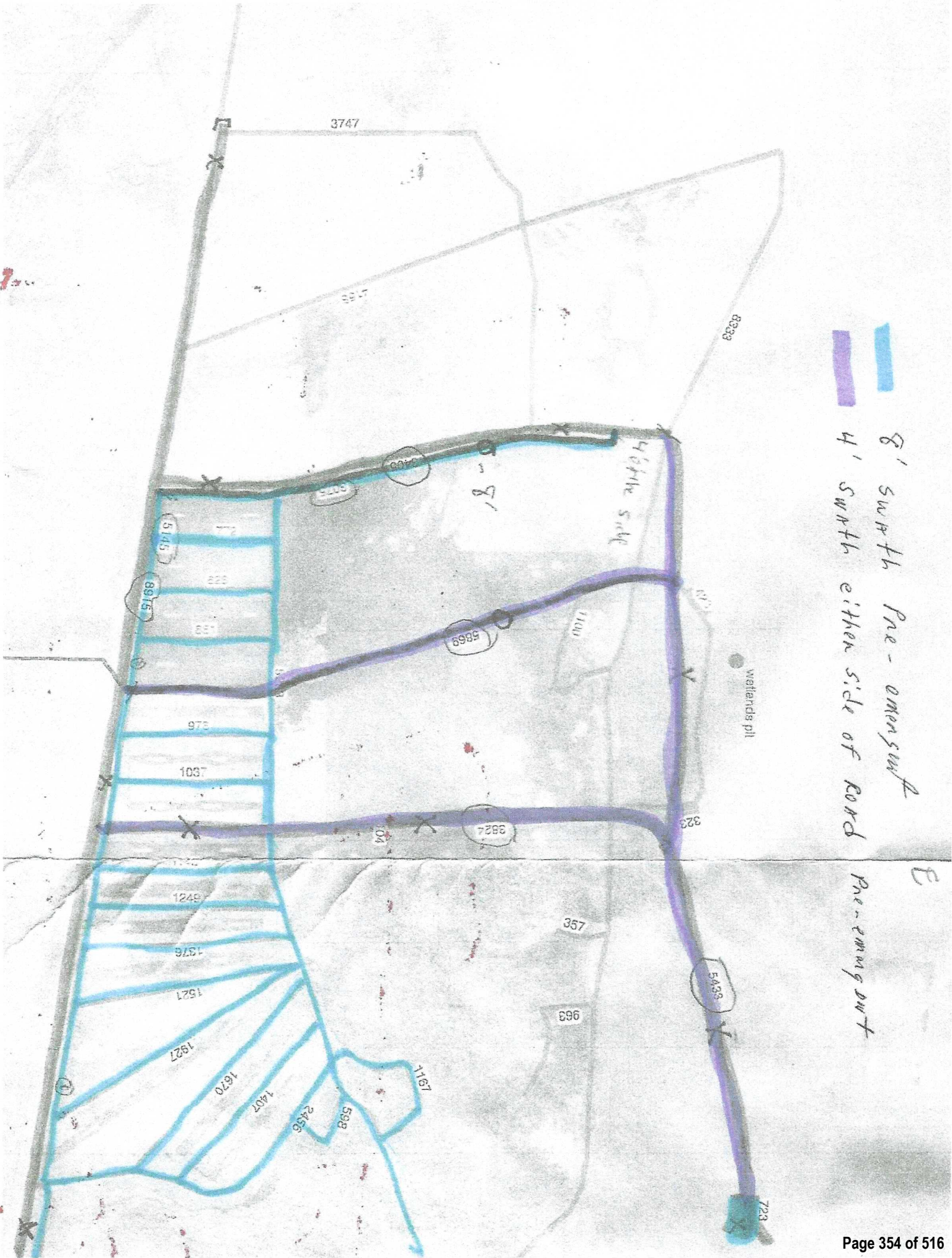
Date

Reviewed as to Form:

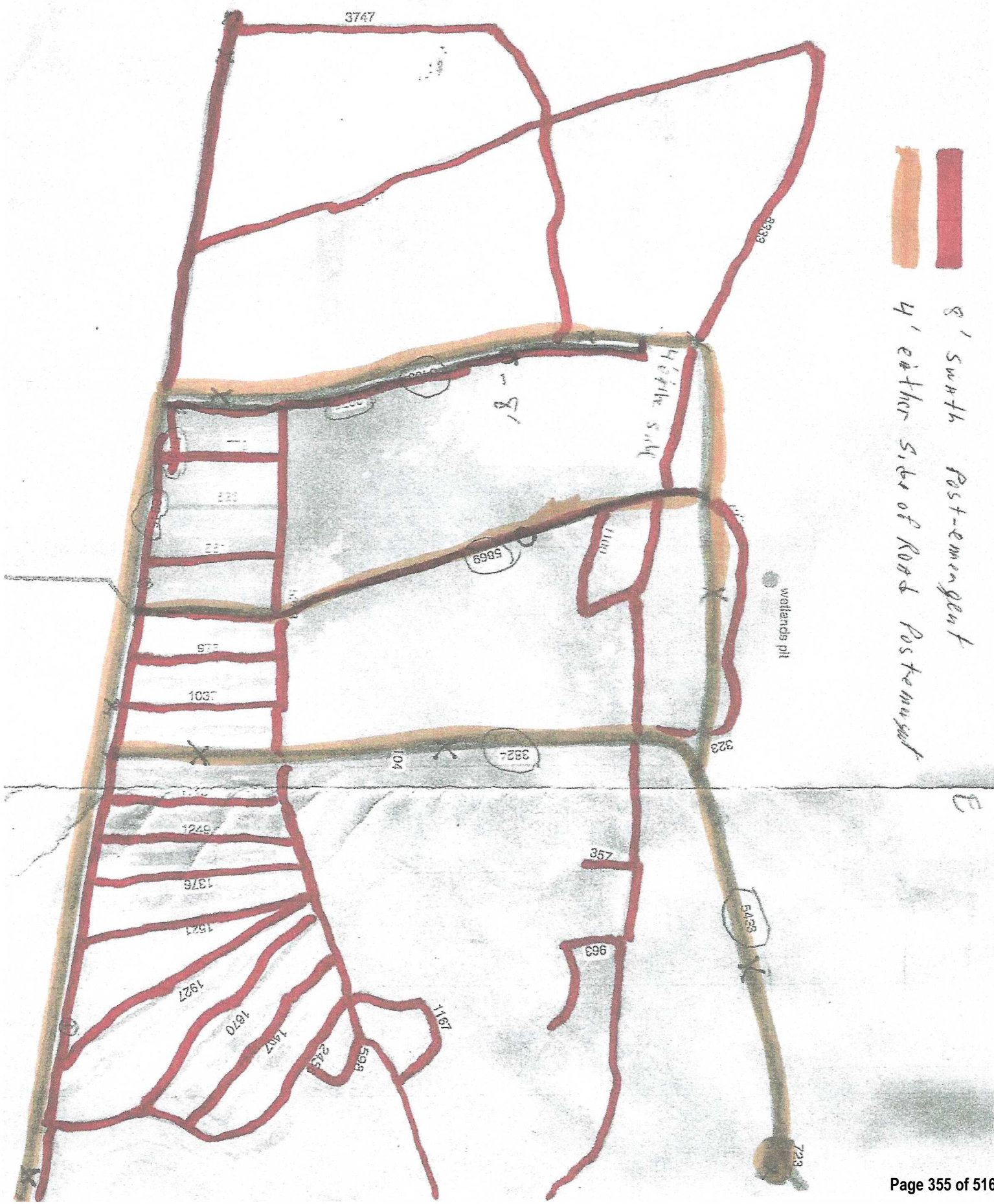
Sergio Rudin
District General Counsel

Send invoices to AP@ivgid.org

Date



— 8' swath pre-emergent
— 4' swath either side of road pre-emergent



8' south Post-emergent
 4' either side of Road Post-emergent

E



Integrity
Pest **775-423-7129**
Management, LLC

Pests Done Right.com

SUBMITTED TO: Incline Village Public Works PHONE NO: (775)832-1214 (775) 671-2207
CONTACT NAME: Jim Youngblood, Utilities Superintendent je@ivgid.org
ADDRESS: 3050 Vicky Lane, Incline Village, NV 89451

DESCRIPTION OF WORK: Pre Emergent Vegetation Management 2025 For Vicky Lane

Purple Area: Apply pre-emergent four feet on either side of the road and in the entire fenced-in area of the yard.

Blue Area: Apply pre-emergent herbicide along a 8' foot swath to the area on the map

CONDITIONS: Pre-emergent will prevent weed seeds from germinating. SDS and labels are provided upon request.

TERMS:

The total application for the Sum of \$ 3,850.00 Valid 200 days from today's date: 09/04/2024
Payment to be made upon completion, unless credit is granted with terms of: Net 30 days, 1.5% interest per month (minimum of \$1.00): 18% annum.

Service Representative: Timothy R. Plants Authorized Signature:

Acceptance:

I agree that the above prices, specifications and conditions are satisfactory and are hereby accepted. Integrity Pest Management, LLC. is authorized to do the work as specified. Any credit granted shall be paid promptly in accordance with the above terms, and in the event of default, I agree to pay reasonable collection charges and/or attorney fees.

Accepted By: _____

PRINTED NAME

TITLE

Signature: _____



Integrity
Pest **775-423-7129**
Management, LLC

Pests Done Right.com

SUBMITTED TO: Incline Village Public Works PHONE NO: (775)832-1214 c(775) 671-2207
CONTACT NAME: Jim Youngblood, Utilities Superintendent je@ivgid.org
ADDRESS: 3050 Vicky Lane, Incline Village, NV 89451

DESCRIPTION OF WORK: Post Emergent Vegetation Management 2025 For Vicky Lane

Orange Area: Apply post emergent herbicide four foot on either side of the road and in the entire fenced-in area of the yard.

Red Area:
Apply post emergent herbicide along a 8 foot swath to the area shown on map.

CONDITIONS: SDS and labels are provided upon request.

TERMS:
The total application for the Sum of \$ 7,250 Valid 200 days from today's date: 09/04/2024
Payment to be made upon completion, unless credit is granted with terms of: Net 30 days, 1.5% interest per month (minimum of \$1.00): 18% annum.

Service Representative: Timothy R. Plants Authorized Signature:

Acceptance:

I agree that the above prices, specifications and conditions are satisfactory and are hereby accepted. Integrity Pest Management, LLC. is authorized to do the work as specified. Any credit granted shall be paid promptly in accordance with the above terms, and in the event of default, I agree to pay reasonable collection charges and/or attorney fees.

Accepted By: _____

PRINTED NAME

TITLE

Signature: _____



Integrity
Pest 775-423-7129
Management, LLC

Pests Done Right.com

P.O. Box 5841 Fallon, NV 89407 (775) 745-6128 Fax (775) 423-7265

Proposal

SUBMITTED TO: Incline Village Public Works PHONE NO: (775)832-1214 c(775) 671-2207

CONTACT NAME: Jim Youngblood, Utilities Superintendent je@ivgid.org

ADDRESS: 1220 Sweetwater Road, Incline Village, NV 89451

DESCRIPTION OF WORK: Vegetation Management For Dam 2025

1220 Sweetwater Road :

Apply aquatic pre-emergent herbicide from top of the dam to bottom of dam on both sides. Cost for aquatic pre-emergent is \$1,000.00. Then apply aquatic post-emergent herbicide in May and in June to the same areas to prevent any breakthrough weeds for the cost of \$850.00 per treatment.

CONDITIONS:

Aquatic Pre-emergent will prevent annual weed seeds from germinating. Aquatic Post-emergent will control the weeds that are green and growing due to break through in May of 2025.

SDS and labels are provided upon request.

TERMS:

The total application for the Sum of \$ 2,700.00 Valid 200 days from today's date: 09/04/2024
Payment to be made upon completion, unless credit is granted with terms of: Net 30 days, 1.5% interest per month (minimum of \$1.00): 18% annum.

Service Representative: Timothy R. Plants Authorized Signature:



Integrity
Pest **775-423-7129**
Management, LLC

Pests Done Right.com

Acceptance:

I agree that the above prices, specifications and conditions are satisfactory and are hereby accepted. Integrity Pest Management, LLC. is authorized to do the work as specified. Any credit granted shall be paid promptly in accordance with the above terms, and in the event of default, I agree to pay reasonable collection charges and/or attorney fees.

Accepted By: _____

PRINTED NAME

TITLE

Signature: _____

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | YTD EXPENDED | ENC/REQ | AVAILABLE BUDGET | PCT USED |
|---|--------------------|----------------------|-------------------|--------------|-----------|---------------------|-------------|
| 200 Utility Fund | | | | | | | |
| 20002521 Utilities Sewer Supply | | | | | | | |
| 25 Sewer | | | | | | | |
| 7330 Contractual Services | | | | | | | |
| 20002521 7330 Contractual Servi | 22,000 | 0 | 22,000 | 9,949.16 | .00 | 12,050.84 | 45.2% |
| TOTAL Utilities Sewer Supply | 22,000 | 0 | 22,000 | 9,949.16 | .00 | 12,050.84 | 45.2% |
| 20002523 Utilities Sewer Treatment | | | | | | | |
| 25 Sewer | | | | | | | |
| 7330 Contractual Services | | | | | | | |
| 20002523 7330 Contractual Servi | 30,000 | 0 | 30,000 | 3,966.03 | 15,000.00 | 11,033.97 | 63.2% |
| TOTAL Utilities Sewer Treatment | 30,000 | 0 | 30,000 | 3,966.03 | 15,000.00 | 11,033.97 | 63.2% |
| TOTAL Utility Fund | 52,000 | 0 | 52,000 | 13,915.19 | 15,000.00 | 23,084.81 | 55.6% |
| TOTAL EXPENSES | 52,000 | 0 | 52,000 | 13,915.19 | 15,000.00 | 23,084.81 | |
| GRAND TOTAL | 52,000 | 0 | 52,000 | 13,915.19 | 15,000.00 | 23,084.81 | 55.6% |

** END OF REPORT - Generated by Kathryn Nelson **