

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra S. Windquest
District General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Award a Procurement Contract for Replacement Flooring Material – 2021/2022 Capital Improvement Project: Fund: Community Services; Division: Ski; Project #3499BD1710; Vendor: Town and Country Flooring in the amount of \$71,207

DATE: June 8, 2022

I. RECOMMENDATIONS

That the Board of Trustees makes a motion to award a procurement contract to Town and Country Flooring totaling \$71,207 for the replacement of carpet flooring material within the Ski venue including the Main lodge, Snowflake lodge and Child Ski Center **and** authorize Staff to execute all contract documents based on a review by General Counsel.

II. DISTRIC STRATEGIC PLAN

Long Range Principle #1 – Service – The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

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 activities.

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

III. BACKGROUND

The general purpose of this project is to maintain District operations through the necessary maintenance and replacement cycles. The contract proposed for award

addresses the end of life cycle replacement of carpeted flooring material within the Ski Venue facilities.

This project replaces the 2015 installed carpet tiles within the dining area, bar area and stair treads that lead from the lower level to the upper level of the lodge. The project also includes carpet replacement at Snowflake lodge and the Child Ski Center which was last replaced in 2016. The proposed contract will replace a total of approximately 9,764 square feet of flooring material and 47 stair treads within the facilities.

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 currently approved District Budget.

IV. BID RESULTS

Requests for proposals including specifications were sent out to five potential bidders. Two bids were received and opened on May 10, 2022. The bid results are as follows:

Vendor	Total Bid Amount
Town and Country Flooring	\$71,207.05
SI Legacy Flooring	\$145,100.00
Simonian Flooring	Non-responsive
Tahoe Specialty Flooring	Non-responsive
Landmark Flooring	Non-responsive

The low responsive bidder is Town and Country Flooring. District Staff reviewed the bid documents, checked references for the vendor and is recommending award of this contract to Town and Country Flooring.

V. FINANCIAL IMPACT AND BUDGET

The proposed project #3499BD1710 is funded within Community Services; Ski division Capital Project - Expense budget fiscal year 2021/22 with a total of \$91,000. The budgeted amount includes a carry-over of \$55,000 from fiscal year 2020/21 for flooring material replacement and an additional amount of \$36,000 budgeted in the current fiscal year 2021/22 (see attached data sheets). The amount of the replacement project described above totals \$71,207 which is \$19,793 under the approved budgeted amount.

VI. ALTERNATIVE

The Board of Trustees may choose to not award the proposed contract award and defer the replacement of the flooring material to a future date.

VII. BUSINESS IMPACT

This item is not a “rule” within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. COMMENTS

Provided the proposed contract is approved, the vendor will be notified to begin the project and will notify Staff of a scheduled date to be onsite to begin the project of replacing flooring material at the ski venue.

Attachments:

- A. Town and Country flooring replacement bid documents
- B. CIP Data Sheet #3499BD1710
- C. Capital Budget Expense items including carry forward
- D. Agreement between the District and Town and Country Flooring

REQUEST FOR PROPOSALS

2022 DIAMOND PEAK FACILITIES FLOORING MATERIAL REPLACEMENT IVGID CIP 3499BD1710

INTRODUCTION

The Incline Village General Improvement District (IVGID or District or OWNER) is soliciting Lump Sum Price Proposals for flooring replacement work, including Child Ski Center, and Snowflake Lodge Diamond Peak Ski Resort, located at 1210 Ski Way, Incline Village, Washoe County Nevada.

SCHEDULE

- A **mandatory** site walk will be accommodated Monday through Friday from 8 a.m. to 2 p.m., by appointment only, and must be completed prior to April 28, 2022. Contact information is below.
- **Mandatory** samples must be received prior to 3:00 p.m. April 28, 2022.
- Proposals due by 3:00 p.m. May 2, 2022.
- Notice of Award to be provided by June 9, 2022.
- The District is intending for this job to be complete by September 15, 2022.

MANDATORY PRE-BID SITE WALK

CONTRACTOR is required to arrange for a **MANDATORY** pre-bid site walk, per the Schedule, above, to acquaint themselves with the scope of work and site constraints. To schedule this site walk, contact Jay Rydd, Mountain Operations Manager, at (530) 412-3318 or via email - jay@ivgid.org.

DESCRIPTION OF WORK

Work is generally described as:

Schedule A: Child Ski Center Carpet Tile

Removal, disposal and new installation of approximately 2200 sq ft of carpet tiles in the Ski Center area.

Bids should include the Owner-specified materials listed below if available, or a proposed alternative:

- Super Flor – 50 cm x 50 cm Irish Coffee color 9198, item #1291035999B10100 (Owner shall provide a sample of the specified material).

SAMPLES: Bidders are to provide samples of suggested materials to be used in conjunction with specified primary material, including cove base and transitions. These samples are required and must be received by the date and time shown in the Schedule, above at Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada, Attention Jay Rydd.

Schedule B: Snowflake Lodge carpet tiles

Removal, disposal and new installation of flooring material within the Snowflake Lodge located at the top of the Lakeview chairlift.

Bids should include the Owner-specified materials listed below, if available, or a proposed alternative:

- Super Flor – 50 cm x 50 cm Irish Coffee color 9198, item #1291035999B10100 (Owner shall provide a sample of the specified material).

CONTRACTOR to supply all labor, equipment, materials (excluding OWNER supplied equipment as identified), and incidentals necessary to perform the work.

CONTRACTOR to make arrangements with Jay Rydd, Mountain Operations Manager, at (530) 412-3318 or via email - jay@ivgid.org for performing the work, including schedule, staging, and interruptions to operations. Any interruptions to operations require three day notice to IVGID.

DATE OF SUBMITTAL

Lump Sum Price Bids are to be received by the District no later than April 25, 2022 Bids may be e-mailed to rlr@ivgid.org, mailed or hand-delivered to:

Incline Village General Improvement District
Public Works Department
Attn: Ronnie Rector
1220 Sweetwater Rd.
Incline Village, Nevada 89451

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

All inquiries for additional information and clarification of this RFP should be directed to the IVGID Engineering Division, (775) 832-1267.

INSURANCE AND LICENSING REQUIREMENTS

Licenses Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.

Commercial Insurance Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required; the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the bid.

Bid Form on following page.

BID FORM

Project is a Lump Sum Price, to include removal, disposal, all labor, materials and incidentals.

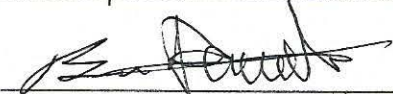
IVGID reserves the right to award all, some or none of the proposed Schedules.

Project Location: Diamond Peak Ski Resort – 1210 Ski Way Incline Village, Nevada.

Schedule A: Child Ski Center Carpet Tile	
Total Bid Sq. Ft.	2430 sq ft or 270 sq Yards
Total Bid, In Numbers:	\$ 18009.00
Total Bid, In Words:	Eighteen thousand Nine dollars

Schedule B: Snowflake Lodge Flooring	
Total Bid, In Numbers:	\$ 6336.50
Total Bid, In Words:	
Six thousand, three hundred, thirty Six dollars and fifty cents	

TOTAL BID, ALL SCHEDULES, IN NUMBERS:	\$ 24 345.50
TOTAL BID, ALL SCHEDULES, IN WORDS:	
Twenty four thousand, three hundred forty five dollars & fifty cents	

Signature of Bidder:  Date: 5-6-2022

PRINT OR TYPE:

Name: Bruce Hawkins
 Title: Estimator
 Firm Name: Town & Country Flooring
 Address: 12030 Donner Pass Rd #9
 City, St, Zip: Truckee CA 96161
 Phone #: 530 582 9380 Email bhawkins.tcfloor@gmail.com
 Business License #: _____

robreuter@AAJ.net

DISCLOSURE OF PRINCIPALS – OFFICERS, OWNERS, PARTNERS:

Name: Rob Reuter Official Title: Owner
Address: 12030 Donner Pass Rd #4, Truckee Ca 96161
Name: _____ Official Title: _____
Address: _____
Name: _____ Official Title: _____
Address: _____

Town & Country Flooring

12030 Donner Pass Rd #4

Truckee

CA 96161

Estimate

Estimate #

5/6/2022

10998

530-582-4380

Name / Address

**Diamond Peak Ski Area
1210 Ski Way
Incline Village NV 89451**

Project

**Child Ski Center
Snowflake Lodge**

Description	Qty	Rate	Total
Child ski center Supply & Install Interface Industrious carpet tiles	270	58.20	15714.00
Pull Up and remove existing carpet tiles	270	5.00	1350.00
Freight Charges- Shipping & Handling	270	3.00	810.00
CA CARPET STEWARDSHIP ASSESSMENT	270	0.50	135.00
Sub total			18009.00
Snowflake Lodge Supply & Install Interface Industrious carpet tiles	95	58.20	5529.00
Pull Up and remove old carpet	95	5.00	475.00
Freight Charges- Shipping & Handling	95	3.00	285.00
CA CARPET STEWARDSHIP ASSESSMENT	95	0.50	47.50
Sub total			6336.50

Total

\$24,345.50

Signature

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REQUEST FOR PROPOSALS

2022 DIAMOND PEAK FACILITIES FLOORING MATERIAL REPLACEMENT IVGID CIP 3499BD1710

INTRODUCTION

The Incline Village General Improvement District (IVGID or District or OWNER) is soliciting Lump Sum Price Proposals for flooring replacement work, including a stairwell, at the Diamond Peak Ski Resort, located at 1210 Ski Way, Incline Village, Washoe County Nevada.

SCHEDULE

- A **mandatory** site walk will be accommodated Monday through Friday from 8 a.m. to 2 p.m., by appointment only, and must be completed prior to April 28, 2022. Contact information is below.
- **Mandatory** samples must be received prior to 3:00 p.m. April 28, 2022.
- Proposals due by 3:00 p.m. May 2, 2022.
- Notice of Award to be provided by June 9, 2022.
- The District is intending for this job to be complete by September 15, 2022.

MANDATORY PRE-BID SITE WALK

CONTRACTOR is required to arrange for a **MANDATORY** pre-bid site walk, per the Schedule, above, to acquaint themselves with the scope of work and site constraints. To schedule this site walk, contact Jay Rydd, Mountain Operations Manager, at (530) 412-3318 or via email - jay@ivgid.org.

DESCRIPTION OF WORK

Work is generally described as:

Schedule A: Ski Lodge Carpet Tile

Removal, disposal and new installation of approximately 5,700 square feet of carpet tiles and rubber flooring in the main and upstairs floors within the ski lodge.

Bids should include the Owner-specified materials listed below if available, or a proposed alternative:

- Super Flor – 50 cm x 50 cm Irish Coffee color 9198, item #1291035999B10100 (Owner shall provide a sample of the specified material).

SAMPLES: Bidders are to provide samples of suggested materials to be used in conjunction with specified primary material, including cove base and transitions. These samples are required and

must be received by the date and time shown in the Schedule, above, at Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada, Attention Jay Rydd.

Schedule B: Stairwell Flooring and Treads

Removal, disposal and new installation of flooring material within the stairwell from the lower level of the ski lodge to the top floor, including 47 stairs.

- Bidders are to provide samples of suggested flooring materials, including a bullnose cap/tread. Samples are required and must be received by the date and time shown in the Schedule above, at Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada, Attention Jay Rydd.

CONTRACTOR to supply all labor, equipment, materials (excluding OWNER supplied equipment as identified), and incidentals necessary to perform the work.

CONTRACTOR to make arrangements with Jay Rydd, Mountain Operations Manager, at (530) 412-3318 or via email - jay@ivgid.org for performing the work, including schedule, staging, and interruptions to operations. Any interruptions to operations require three-day notice to IVGID.

DATE OF SUBMITTAL

Lump Sum Price Bids are to be received by the District no later than April 25, 2022 Bids may be e-mailed to rlr@ivgid.org, mailed or hand-delivered to:

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Public Works Department
Attn: Ronnie Rector
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IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

All inquiries for additional information and clarification of this RFP should be directed to the IVGID Engineering Division, (775) 832-1267.

INSURANCE AND LICENSING REQUIREMENTS

Licenses Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.

Commercial Insurance Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required;

ENGINEERING DIVISION
1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451
PH: (775) 832-1267 · RLR@IVGID.ORG

the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the bid.

Bid Form on following page.

BID FORM

Project is a Lump Sum Price, to include removal, disposal, all labor, materials and incidentals.

IVGID reserves the right to award all, some or none of the proposed Schedules.

Project Location: Diamond Peak Ski Resort – 1210 Ski Way Incline Village, Nevada.

Schedule A: Ski Lodge Carpet Tile & Rubber Flooring	
Total Bid Sq. Ft.	6534 sq ft or 726 sq yards
Total Bid, In Numbers:	\$ 40,046.55
Total Bid, In Words:	
Forty thousand forty six dollars and 55 cents	

Schedule B: Stairwell Flooring	
Total Bid, In Numbers:	\$ 6815 ⁰⁰
Total Bid, In Words:	Six thousand fifteen dollars

TOTAL BID, ALL SCHEDULES, IN NUMBERS:	\$ 46,861.55
TOTAL BID, ALL SCHEDULES, IN WORDS:	
Forty six thousand, Eight hundred Sixty One dollars & Fifty five cents	

Signature of Bidder:

Bruce Hawkins

Date:

May 6 2022

PRINT OR TYPE:

Name: Bruce Hawkins

Title: Estimator

Firm Name: Town & Country Flooring

Address: 12030 Donner Pass Rd #4

City, St, Zip: Truckee CA 96161

Phone #: 530 582 4380 Email bhawkins.tcfloor@gmail.com

Business License #: _____ robreuter@att.net .com

DISCLOSURE OF PRINCIPALS – OFFICERS, OWNERS, PARTNERS:

Name: Rob Reuter Official Title: Owner
Address: 12030 Donner Pass Rd, Truckee CA 96161
Name: _____ Official Title: _____
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Address: _____

Town & Country Flooring

12030 Donner Pass Rd #4

Truckee

CA 96161

Estimate

Estimate #

5/6/2022

10997

530-582-4380

Name / Address

**Diamond Peak Ski Area
1210 Ski Way
Incline Village NV 89451**

Project

Ski Lodge

Description	Qty	Rate	Total
Diamond Peak Ski Lodge Supply & Install Interface - Super Flor carpet tiles Loft Bar ,Fireside room ,Entry Vestibule and Eating area	726	40.55	29439.30
Pull Up and remove Existing carpet tiles	540	5.00	2700.00
Pull Up and remove rubber floor		4,187.50	4187.50
High Desert Surface Prep			
roll off trash bin Estimated		680.00	680.00
Install new 4 inch rubber Base Black	125	3.99	498.75
Freight Charges- Shipping & Handling	726	3.00	2178.00
CA CARPET STEWARDSHIP ASSESSMENT	726	0.50	363.00
Sub total			40046.55
Stair and landing - Carpet tiles and Metal stair nose	47	145.00	6815.00
A Deposit Of 50% Is Needed Order Materials		0.00	0.00

Total

\$46,861.55

Signature

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Project Summary

Project Number:	3499BD1710
Title:	Diamond Peak Facilities Flooring Material Replacement
Project Type:	E - Capital Maintenance
Division:	99 - General Administration - Ski
Budget Year:	2022
Finance Option:	
Asset Type:	BD - Buildings & Structures
Active:	Yes

Project Description				
This project outlines the periodic replacement of indoor flooring materials within Diamond Peak facilities including Main Lodge, Snowflake Lodge and the Skier Services building.				
Project Internal Staff				
Mountain and Operations staff will manage these projects.				
Project Justification				
The general purpose of this project is to improve our facilities through required maintenance and remodel improvements that directly or indirectly reflect on our guest's experience. This project is designed to maintain the value of the Diamond Peak Ski Resort asset and customer service.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2022				
Skier Service Building Child Ski Center - Flooring	26,000	0	26,000	
Snowflake Lodge - Flooring	10,000	0	10,000	
Year Total	36,000	0	36,000	
2023				
Skier Service Administration - Flooring	20,000	0	20,000	
Year Total	20,000	0	20,000	
2024				
Skiers Service Concrete Resurface	20,000	0	20,000	
Year Total	20,000	0	20,000	
2025				
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	8,000	0	8,000	
2026				
Main Lodge Lower Level - Flooring	49,000	0	49,000	
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	57,000	0	57,000	
	141,000	0	141,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner

2016	Jul 1, 2020	Jun 30, 2021	Mountain Operations Manager	
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Project Summary

Project Number:	3499BD1710
Title:	Diamond Peak Facilities Flooring Material Replacement
Project Type:	E - Capital Maintenance
Division:	99 - General Administration - Ski
Budget Year:	2021
Finance Option:	
Asset Type:	BD - Buildings & Structures
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Project Description				
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Project Internal Staff				
Mountain and Operations staff will manage these projects.				
Project Justification				
The general purpose of this project is to improve our facilities through required maintenance and remodel improvements that directly or indirectly reflect on our guest's experience. This project is designed to maintain the value of the Diamond Peak Ski Resort asset and customer service.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2021				
Main Lodge - Flooring	55,000	0	55,000	
Year Total	55,000	0	55,000	
2022				
Skier Service Building Child Ski Center - Flooring	26,000	0	26,000	
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	34,000	0	34,000	
2023				
Skier Service Administration - Flooring	20,000	0	20,000	
Year Total	20,000	0	20,000	
2024				
Skiers Service Concrete Resurface	20,000	0	20,000	
Year Total	20,000	0	20,000	
2025				
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	8,000	0	8,000	
2026				
Main Lodge Lower Level - Flooring	49,000	0	49,000	
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	57,000	0	57,000	
	194,000	0	194,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2016	Jul 1, 2020	Jun 30, 2021	Mountain Operations Manager	

Attachment – Capital Budget Items to be Expensed –Diamond Peak Flooring Material Replacement - Project #3499BD1710

ATTACHMENT B CAPITAL BUDGET ITEMS TO BE EXPENSED																	
Incline Village General Improvement District		Capital Improvement Projects Report to the Board of Trustees					FY2021/22 CIP Status Report for the Quarter Ending December 31, 2021										
DESCRIPTION	PROJECT #	FY2021/22		FY2021/22		Prior Year		Projects Cancelled	Adjustments	Reallocation	FY2021/22		Fiscal Year Expenditures As of 12/31/21	Variance	Status	Carr-Over Estimates	
		Original	Budget	Estimated	Adopted	Budget	Carry Forward				Adjusted Budget	Adjusted Budget					
General Fund:																	
District Communication Radios - Capital Maint.	1213CE1701		10,000		10,000						10,000			10,000	In Process		
Security Cameras	1213CE2105		-		-			100,000			100,000		87,545	12,455	In Process		
District Wide PC, Laptops, etc. - Capital Maint.	1213CO1703		75,000		75,000						75,000		3,604	71,396	Ongoing		
Pavement Maint. - Admin Building - Capital Maint.	1099L1705		5,000		5,000		4,300				9,300		-	9,300	Ongoing	9,300	
Total General Fund		\$	90,000	\$	90,000	\$	4,300	\$	-	\$	100,000	\$	194,300	\$	91,149	\$	103,151
Utility Fund:																	
Adjust Utility Facilities in NDOT/Washoe County Right-of-Way	2097DI1401		180,000		180,000		3,000				183,000			183,000	Ongoing	183,000	
Pavement Maintenance - Utility Facilities	2097L1401		157,500		157,500						157,500		13,847	143,653	Ongoing	139,886	
Utility Shared Projects			337,500		337,500		3,000				340,500		13,847	326,653		322,886	
Replace Commercial Water Meters, Vaults and Lids	2299DI1103		40,000		40,000		6,000				46,000		6,788	39,212	Ongoing		
Water Reservoir Coatings and Site Improvements	2299DI1204		85,000		85,000						85,000			85,000	Ongoing		
Remove Washoe 1 Water Intake Line -Cap Maintenance	2299DI1401X		30,000		30,000						30,000			30,000	Delayed		
Water			155,000		155,000		6,000				161,000		6,788	154,212			
Buildings Upgrade WRRF - Capital Maintenance	2599BD1105X		60,000		60,000						60,000		29,675	30,325	Ongoing		
Replace & Reline Sewer Mains etc. - Capital Maint.	2599SS1203X		60,000		60,000		10,730				70,730		38,000	32,730	Ongoing	32,730	
Sewer			120,000		120,000		10,730				130,730		67,675	63,055		32,730	
Total Utility Fund			612,500		612,500		19,730				632,230		88,310	543,920		355,616	
Championship Golf Course:																	
Irrigation Improvements	3141GC1103		11,000		11,000						11,000		5,997	5,003	Ongoing		
Championship Course Tees	3141GC1803		12,000		12,000						12,000		3,645	8,355	Ongoing		
Pavement Maint. Parking Lots -Champ Course/Chateau	3141L1201		17,500		17,500						17,500			17,500	Ongoing	14,000	
Championship Golf Course			40,500		40,500						40,500		9,642	30,858		14,000	
Mountain Golf Course:																	
Mountain Course Greens, Tees, Bunkers and Bridges	3241GC1101		8,000		8,000						8,000		4,564	3,436	Ongoing		
Pavement Maintenance of Parking Lot - Mountain Golf Course	3242L1204		12,500		12,500		4,900				17,400			17,400	Ongoing	15,900	
Mountain Golf Course			20,500		20,500		4,900				25,400		4,564	20,836		15,900	
Chateau:																	
Paint Exterior of Chateau	3350BD1506		47,000		47,000						47,000			47,000	In Process		
Replace Carpet in Chateau Grill	3350BD1803		23,000		23,000						23,000		9,910	13,090	In Process		
Aspen Grove - Replace Carpet	3351BD1501		11,000		11,000						11,000		7,120	3,880	In Process		
Facilities			81,000		81,000						81,000		17,030	63,970			
Diamond Peak Ski Resort:																	
Pavement Maintenance, Diamond Peak and Ski Way	3469L1105		25,000		25,000						25,000			25,000	Ongoing	25,000	
Diamond Peak Facilities Flooring Material Replacement	3499BD1710		36,000		36,000		55,000				91,000			91,000	In Process		
Ski Staff Uniforms	3499OE1205						135,000				135,000		92,460	42,540	In Process		
Diamond Peak			61,000		61,000		190,000				251,000		92,460	158,540		25,000	
Parks:																	
Resurface and Coat Preston Park Bathroom, Mechanic	4378BD1604		53,200		53,200						53,200		7,100	46,100	In Process		
Grout Repair Upstairs Parks Office & Tile Replacement	4378BD2001		10,000		10,000						10,000			10,000	In Process		
Pavement Maintenance, Village Green Parking	4378L1303		5,000		5,000						5,000		4,354	646	Ongoing		
Pavement Maintenance, Preston Field	4378L1403		7,500		7,500						7,500			7,500	Ongoing	7,500	
Pavement Maintenance, Overflow Parking Lot	4378L1602		5,000		5,000						5,000			5,000	Ongoing	5,000	
Pavement Maintenance - Incline Park	4378L1802		7,500		7,500						7,500			7,500	Ongoing	7,500	
Playground Repairs - Preston - Capital Maintenance	4378RS1601X		7,500		7,500						7,500			7,500	Ongoing		
Parks			95,700		95,700						95,700		11,454	84,246		20,000	
Tennis:																	
Pavement Maintenance, Tennis Facility	4588L1201		5,000		5,000						5,000			5,000	Ongoing	5,000	
Tennis			5,000		5,000						5,000			5,000		5,000	
Recreation Center:																	
Pavement Maintenance, Rec ctr Area - Capital Maint	4884L1102X		7,500		7,500						7,500			7,500	Ongoing	7,500	
Paint Interior of Recreation Center	4899BD1305		15,500		15,500						15,500		15,000	500	Completed		
Recreation Center			23,000		23,000						23,000		15,000	8,000		7,500	

🔗 SHORT FORM AGREEMENT 🔗

Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
TOWN AND COUNTRY FLOORING COMPANY
for
CONSTRUCTION SERVICES

This Agreement is made as of June 9, 2022 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and **TOWN AND COUNTRY FLOORING COMPANY, an Idaho Corporation**, hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 – PRELIMINARY MATTERS

1.1 Contractor shall perform the following tasks:

Services as described in the Contract Documents included with this Agreement, basically consisting of Schedule A: Child Ski Center Carpet Tile and Schedule B: Snowflake Lodge Carpet Tile.

1.2 All documentation, drawings, reports, and invoices submitted for this project should include IVGID's project number 3499BD1710.

1.3 The Project shall be completed by September 15, 2022.

ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

2.1 This Agreement consists of the following Contract Documents:

- A. This Short Form Agreement, pages 1 through 8, inclusive
- B. Original Request for Proposals
- C. Contractor's Bid submitted on May 6, 2022
- D. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)

2.2 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the project details and technical specifications, and any other related data identified in the Contract Documents.

- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Project.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Project.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Project or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Project at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work, as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner's representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner's representative is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 3 – INSURANCE REQUIREMENTS

- 3.1 **Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required.
- 3.2 **General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a minimum \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage. Contractor shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, and indicating coverage types, amounts and duration of the policy.

- 3.3 **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.
- 3.4 All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

4.1 Equal Employment and Non-Discrimination

In connection with the Services under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

4.2 Licenses

Contractor shall have all appropriate Contractor’s licenses and certifications for the services to be performed.

4.3 Construction Dumpsters

Contractor is to be aware of District’s Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

4.4 Working Hours

Working hours, including equipment “warm up,” shall occur between 8 a.m. and 7 p.m. Monday through Friday. Only emergency work may occur on Saturdays, with prior approval of Owner.

4.5 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.6 Contractor’s General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner’s representative and its Related Entities shall be entitled to rely on representation of Contractor’s warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. Normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. Observations by Owner's representative;
 - 2. Recommendation by Owner's representative or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of substantial completion by Owner's representative or any payment related thereto by Owner;
 - 4. Use or occupancy of the Project or any part thereof by Owner;
 - 5. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner's representative;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective work by Owner.

4.7 Correction Period

- A. If within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by laws and regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective work; or
 - 3. If the defective work has been rejected by Owner, remove it from the Project and replace it with work that is not defective, and
 - 4. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including

but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

4.8 Indemnification

- A. Indemnification of Owner by Contractor: To the extent permitted by law, Contractor agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by Contractor's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of Contractors, subcontractors, agents, or anyone acting on behalf of or at the direction of Contractor.
- B. Contractor's obligation to hold harmless and indemnify Owner shall include reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to Contractor at the then-current rate charged for such services by the private sector.
- E. Nothing herein shall prevent Owner or Contractor from relying upon any Nevada statute or case law that protects Owner or Contractor with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

- 5.1 Owner shall do the following in a timely manner so as not to delay the services of Contractor:
 - A. Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Contractor's services for the Project.
 - B. Assist Contractor by placing at Contractor's disposal existing data, plans, reports, and other information known to, in possession of, or under control of Owner which are relevant to the execution of Contractor's duties on the PROJECT. Also, provide

all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 Basis and Amount of Compensation for Basic Services

A. Lump Sum. Owner shall pay Contractor for the Project as follows:

1. A Lump Sum amount of **Twenty-Four Thousand Three Hundred Forty-Five Dollars and Fifty Cents (\$24,345.50)** ("Contract Price").
2. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
3. The portion of the compensation amount billed monthly for Contractor's services will be based upon Contractor's estimate of the percentage of the total services actually completed during the billing period.

6.2 Payment Procedures

A. Submittal and Processing of Payments:

1. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.
2. Upon final completion and acceptance of the Project, Owner shall pay the Contract Price, as recommended by Owner's representative.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Contractor may then initiate judicial proceedings by filing suit. Owner and Contractor will share the cost of mediation equally unless agreed otherwise.

ARTICLE 8 – MISCELLANEOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and Contractors as Contractor may deem appropriate to assist in the performance of Services.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

8.3 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.4 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Contractor's services.

8.5 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

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

CONTRACTOR:
Town and Country Flooring Company
Agreed to:

By: _____
Mike Bandelin
General Manager Diamond Peak Ski Resort

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

If Contractor is a corporation, attach evidence of authority to sign.

Date

Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1177- Ski Resort

Contractor's address for giving notice:
Town and Country Flooring Company
12030 Donner Pass Road #4
Truckee, CA 96161
530-582-4380

SHORT FORM AGREEMENT

Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
TOWN AND COUNTRY FLOORING COMPANY
for
CONSTRUCTION SERVICES

This Agreement is made as of June 9, 2022 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and **TOWN AND COUNTRY FLOORING COMPANY, an Idaho Corporation** hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 – PRELIMINARY MATTERS

1.1 Contractor shall perform the following tasks:

Services as described in the Contract Documents included with this Agreement, basically consisting of Schedule A: Ski Lodge Carpet Tile and Schedule B: Stairwell Flooring and Treads at the Diamond Peak Ski Resort main lodge.

1.2 All documentation, drawings, reports, and invoices submitted for this project should include IVGID's project number 3499BD1710.

1.3 The Project shall be completed by September 15, 2022.

ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

2.1 This Agreement consists of the following Contract Documents:

- A. This Short Form Agreement, pages 1 through 8, inclusive
- B. Original Request for Proposals
- C. Contractor's Bid submitted on May 6, 2022
- D. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)

2.2 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the project details and technical specifications, and any other related data identified in the Contract Documents.

- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Project.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Project.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Project or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Project at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work, as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner's representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner's representative is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 3 – INSURANCE REQUIREMENTS

- 3.1 **Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required.
- 3.2 **General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a minimum \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage. Contractor shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, and indicating coverage types, amounts and duration of the policy.

- 3.3 **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.
- 3.4 All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

4.1 Equal Employment and Non-Discrimination

In connection with the Services under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

4.2 Licenses

Contractor shall have all appropriate Contractor’s licenses and certifications for the services to be performed.

4.3 Construction Dumpsters

Contractor is to be aware of District’s Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

4.4 Working Hours

Working hours, including equipment “warm up,” shall occur between 8 a.m. and 7 p.m. Monday through Friday. Only emergency work may occur on Saturdays, with prior approval of Owner.

4.5 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.6 Contractor’s General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner’s representative and its Related Entities shall be entitled to rely on representation of Contractor’s warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. Normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. Observations by Owner's representative;
 - 2. Recommendation by Owner's representative or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of substantial completion by Owner's representative or any payment related thereto by Owner;
 - 4. Use or occupancy of the Project or any part thereof by Owner;
 - 5. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner's representative;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective work by Owner.

4.7 Correction Period

- A. If within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by laws and regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective work; or
 - 3. If the defective work has been rejected by Owner, remove it from the Project and replace it with work that is not defective, and
 - 4. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including

but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

4.8 Indemnification

- A. Indemnification of Owner by Contractor: To the extent permitted by law, Contractor agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by Contractor's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of Contractors, subcontractors, agents, or anyone acting on behalf of or at the direction of Contractor.
- B. Contractor's obligation to hold harmless and indemnify Owner shall include reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to Contractor at the then-current rate charged for such services by the private sector.
- E. Nothing herein shall prevent Owner or Contractor from relying upon any Nevada statute or case law that protects Owner or Contractor with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

- 5.1 Owner shall do the following in a timely manner so as not to delay the services of Contractor:
 - A. Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Contractor's services for the Project.
 - B. Assist Contractor by placing at Contractor's disposal existing data, plans, reports, and other information known to, in possession of, or under control of Owner which are relevant to the execution of Contractor's duties on the PROJECT. Also, provide

all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 Basis and Amount of Compensation for Basic Services

A. Lump Sum. Owner shall pay Contractor for the Project as follows:

1. A Lump Sum amount of **Forty-Six Thousand Eight Hundred Sixty-One Dollars and Fifty-Five Cents (\$46,861.55)** ("Contract Price").
2. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
3. The portion of the compensation amount billed monthly for Contractor's services will be based upon Contractor's estimate of the percentage of the total services actually completed during the billing period.

6.2 Payment Procedures

A. Submittal and Processing of Payments:

1. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.
2. Upon final completion and acceptance of the Project, Owner shall pay the Contract Price, as recommended by Owner's representative.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Contractor may then initiate judicial proceedings by filing suit. Owner and Contractor will share the cost of mediation equally unless agreed otherwise.

ARTICLE 8 – MISCELLANEOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and Contractors as Contractor may deem appropriate to assist in the performance of Services.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

8.3 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.4 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Contractor's services.

8.5 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

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

CONTRACTOR:
Town and Country Flooring Company
Agreed to:

By: _____
Mike Bandelin
General Manager Diamond Peak Ski Resort

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

If Contractor is a corporation, attach evidence of authority to sign.

Date

Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1177- Ski Resort

Contractor's address for giving notice:
Town and Country Flooring
12030 Donner Pass Road #4
Truckee, CA 96161
530-582-4380