

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Brad Underwood, P.E.
Director of Public Works

SUBJECT: Review, discuss, and possibly approve the 30% Schematic Design of the Recreation Center Expansion Project; the award of the H&K contract, the award of the Exline & Co. contract, the award of the CMAR pre-construction contract with CORE West, Inc., and acknowledge the development of and intent to enter into a Progressive Grant Agreement with the Duffield Foundation.

DATE: June 29, 2022

I. RECOMMENDATION

That the Board of Trustees review, discuss and possibly make a motion to:

1. Approve the 30% Schematic Design for the Recreation Center Expansion Project.
2. Approve the contract with H+K Architects for Recreation Center Expansion for 100% Construction Documents through permitting and bidding for \$2,025,000 (Attachment B).
3. Approve the contract with H+K Architects for the Recreation Center Tenant Improvements, which are non-reimbursed, for 100% Construction Documents through permitting and bidding, for \$110,000 (Attachment C).
4. Approve Exline & Company's contract for entitlement and environmental permitting for an amount not to exceed \$150,000 (Attachment D).
5. Approve CORE West, Inc. as the Construction Manager at Risk (CMAR), for a contract including the fixed fee pre-construction services of \$125,000 (Attachment E).
6. Direct staff to proceed with the development of a Progressive Grant Agreement through the design and bid process with the David and Cheryl Duffield Foundation, which will be brought to the July 27 Board Meeting for approval.

II. DISTRICT STRATEGIC PLAN

Long Range Principal 1 – Service - Execute the short and long term strategies as they relate to various District venue and facility master plans and studies as the roadmap for the future.

Long Range Principle 5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvements to provide safe and superior long term utility services and recreation activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Enhance and maintain the District's current facilities, and upgrade equipment on a regular schedule.

Community Services Master Plan – Top Tier Recommendation

III. BACKGROUND

On February 9, 2022, the District entered into a Memorandum of Understanding (MOU) with the David and Cheryl Duffield Foundation (Foundation) to expand and enhance the Recreation Center Campus (Rec Center) to provide additional services to the community of Incline Village/Crystal Bay. The Foundation proposed an expansion that would include an additional multi-use gymnasium as well as a youth and teen center. The Board of Trustees (Board) unanimously approved the MOU to begin the schematic phase of the design of the Rec Center Expansion Project (Project).

The MOU with the Foundation set forth the necessary steps to begin the Project and the development of the 30% Schematic Design Phase. The District requested concept proposals for the 30% Schematic Design Phase from three (3) qualified architectural firms for the Project and through the selection process, the Selection Committee chose H+K Architects.

On April 27, the Board approved H+K as the architects to move forward with the development of the 30% Schematic Design Phase.

1. 30% SCHEMATIC DESIGN

The 30% Schematic Design Phase for the 33,000 square foot (SF) expansion has been completed. The expansion includes a new youth center and gymnasium, half of which is dedicated to gymnastics use, while the other half will be used as a multiple-use gym. This design phase includes the following:

- 30% Schematic Building Design
- Overall Project Design, Management, and Construction Cost Estimation (Attachment A)
- Building Programming, both for the Gymnasium expansion and the youth center in collaboration with the Boys and Girls Club of North Lake Tahoe (B&GC).
- Operation and Maintenance Cost Estimation

The Community Service Master Plan (Master Plan) which was approved in 2018, included top tier and second tier recommendations (Pages 133-139) for improvements. Within the top tier, there were recommendations to improve and expand the Rec Center. This recommendation specifically stated to expand the Rec Center, “to provide a more efficient layout for the entry/reception, expand the weight and fitness studio, provide additional gym space, and provide additional multi-use meeting rooms, offices and storage.”

In addition to the 33,000 SF expansion, the 30% Schematic Design also considers 7,700 SF of Tenant Improvements to the existing Rec Center. These improvement costs would be paid for by the District (Attachment C). As documented in the Community Services Master Plan, enhancing and expanding the Rec Center is recommended as a high priority in the community and these Tenant Improvements meet the recommendations of the Community Services Master Plan. The Tenant Improvements are broken into two categories. These improvements include the following:

Required

- Relocating existing offices into the new expansion
- Renovation of the existing office space into new recreation space

Discretionary

- Renovation of the existing child-care space
- Renovation of the existing pro-shop area
- Renovation of the existing massage room
- Renovation of the lighting in areas of the existing building
- Addition of a 4-sided elevated walking track to the existing gymnasium, much like the elevated track in the natatorium.

2. CMAR

The development of the 30% Schematic Design documents allowed the District to use these documents as the bridging documents to advertise the Request for Proposals (RFP) for a CMAR. The RFP was advertised on May 11, 2022 and three (3) qualified CMAR contractors submitted proposals. These proposals were reviewed by a Selection Committee, made up of District staff, District General

Manager, and a Trustee of the Board, who shortlisted two (2) CMAR contractors, CORE West, Inc. and Plenium Builders. Interviews were conducted on May 16, 2022 and scored by the Selection Committee.

The Selection Committee chose CORE West, Inc. Their proposal has been included (Attachment F)

3. BUILDING PROGRAMING

The Project will provide an opportunity to serve “Toddlers to Teens” in a safe secure space where they are encouraged to develop a sense of identity, belief in the future, self-regulation and self-efficacy. The focus will be on youth programs that offer physical, social, emotional, cognitive, and behavioral health for youth, with a multigenerational component for adults and seniors during off-hours, thereby delivering maximum utilization of the facility (Attachment G). The Project will include, at a minimum:

- A multi-use gymnasium including a dedicated space for gymnastics programming
- Improved programming and social recreation areas within the existing and proposed space for toddlers, youth teens, adults, and seniors
- Administrative space
- Enhanced outdoor spaces

The operations and programmatic planning will include potential collaboration with the B&GC. This programming will include types of programs, activities, staffing needs, staffing levels, and fee structures. The youth center will house out-of-school programs for children in elementary school through high school. Members of the youth center will participate in five (5) core program areas which include: Education and Career Development, Health and Life Skills, Sports, Fitness and Recreation, The Arts, and Character and Leadership Development. The schematic design has taken into consideration the safety of the facility, which will include open sight lines and secure entrances and exits.

4. PROJECT SCHEDULE

A requirement of the Foundation for the funding of the Project is an accelerated design and construction schedule. The Foundation has requested a timeline for the end of construction and opening of the Project in December 2024.

District staff has developed the project schedule (Attachment H) to meet the Foundation’s timeline. Key milestones in this schedule include the following, with Board authorizations in **bold**:

- **April 27: The Board approved H+K as the Architect for the 30% design.**
- **June 29: Recommendation to Board to approve the final 30% Schematic Design, the CMAR pre-construction contract, H+K's Architect and Engineering 100% Design Proposal, and the updated agreement with the donor.**
- **July 27: Approval by Board of Progressive Grant Agreement**
- Sept 1: 60% Design complete, submit to TRPA & Washoe County
- Jan. 5, 2023: 100% Design Complete
- **Jan./Feb 2023: Authorization by the Board to bid Project**
- Feb 15, 2023: Bid Project
- March 17, 2023 Guaranteed Maximum Price (GMP) from CMAR
- **March/April 2023: Authorization by the Board to award CMAR and GMP**
- May 1, 2023: Start construction earthwork
- Nov. 1, 2023: Earthwork complete and begin vertical construction
- Dec. 31, 2024 Construction complete

IV. BID RESULTS

H+K Architects has submitted a proposal for Recreation Center Expansion for 100% Construction Documents for the Architectural and Engineering Team (A&E) through permitting and bidding for \$2,025,000 (Attachment B). This proposal includes: Architecture and Project Management by H+K Architects, Civil Engineering by Shaw Engineering, Landscape Architecture by John Pruyn Designs, Inc., Structural Engineering by the CFBR Structural Group, Mechanical Engineering by Ainsworth & Associates Mechanical Engineers, Fire Alarm and Fire Sprinkler systems by JP Engineering, and the Electrical and Telecom Engineering by JP Engineering.

H+K Architects has also submitted a proposal for the Recreation Center Tenant Improvements for 100% Construction Documents through permitting and bidding for \$110,000 (Attachment C).

Exline & Co. has submitted a proposal for entitlement and environmental permitting for an amount not to exceed \$150,000 (Attachment D). This contract also includes a Traffic Analysis by LSC Transportation Consultants and a Cultural Resource Study by Summit Environmental Solutions.

CORE West, Inc. was chosen as the CMAR, for a contract to include a Fixed Fee pre-construction services agreement of \$125,000 (Attachment E).

V. FISCAL IMPACT AND BUDGET

The Project is a new project made possible through grant funding to be provided through the Foundation, and has been included in the updated multi-year capital plan. The project cost is roughly estimated to be \$28,562,500. This includes proposed design cost of \$2,525,000 and a rough construction estimate of \$26,037,500. Of this amount, a total funding contribution of \$28,452,500 is being secured through a progressive grant agreement with the Foundation. Design Costs estimated at \$110,000 would be funded by IVGID for Tenant Improvements. The total estimated construction cost of the Tenant Improvements to be funded by the District will be brought to the Board for consideration once the scope has been finalized.

1. OPERATION AND MAINTENANCE COST ESTIMATION

In addition, the project will result in increased ongoing annual costs related to both programming and building operations and maintenance (Attachment I). The programming component of the Project is expected to be operated in partnership between IVGID and B&GC. The District will be responsible for building operations and maintenance costs related to the project, with initial estimates in the range of \$325,000 - \$350,000 per year, stemming primarily from incremental staffing, utilities and insurance costs (Attachment I). These estimates will be further refined based on the final design and space utilization plan as well as the ability for the new space to take advantage of energy efficient HVAC and building design, in relation to the cost-drivers for the existing Rec Center's utility costs. *It should be noted that these estimates are preliminary and will be updated as the project progresses.*

As part of the overall project plan, the programming component will be required to contribute toward the increased cost of building operations and maintenance, as the B&GC will be a collaborative user of the new space. Moreover, in conjunction with the grant agreement being developed in support of project design and construction costs, the donors have also indicated a desire to provide an endowment to cover the incremental operating costs of the new, expanded Rec Center through fiscal year 2027-2028. This would ensure limited fiscal impact relative to the District's budget as well as allow for refinement of programming and operations once the new facility is up and running.

An overall objective of the Project is to provide needed space for expanded youth programming, provide improved utilization of existing space for the District's existing array of programs and services provided at the Rec Center while, at the same time, limiting to the extent feasible, the District's burden related to incremental Recreation Center operating and maintenance costs.

VI. ALTERNATIVES

1. Approve with a required reduction in scope by removing one or more of the discretionary Tenant Improvements.
2. Approve with required revisions to tenant improvements and/or the overall scope.

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.

ATTACHMENTS

- A. Overall Project Design, Management & Construction Cost Estimation
- B. H+K Architects Proposal for Recreation Center Expansion for 100% Construction Documents through permitting and bidding.
- C. H+K Architects Proposal for the Recreation Center Tenant Improvements for 100% Construction Documents through permitting and bidding.
- D. Exline & Company's proposal for entitlement and environmental permitting.
- E. CORE West, Inc. Proposal for the CMAR, for a Fixed Fee for pre-construction services and for a Construction Services Fee.
- F. CORE West, Inc. Proposal
- G. Building Programming
- H. Project Schedule
- I. Operation and Maintenance Cost Estimation

**Rec Center Expansion
OVERALL PROJECT DESIGN, MANAGEMENT, & CONSTRUCTION COST ESTIMATION**

Board Packet Attachment	Project Team	Description	Fee/Cost
B	H+K Architects	Rec Center Expansion - Architectural and Project Management	\$2,025,000
	Shaw Engineering	Civil Engineering	
	John Pruyt Designs, Inc.	Landscape Architecture	
	CFBR Structural Group	Structural Engineering	
	Ainsworth & Assoc.	Mechanical Engineering	
	Electrical & Telecom	JP Engineering	
	Fire Alarm & Sprinklers	JP Engineering	
C	H+K Architects	Rec Center Tenant Improvements: Arch. and Project Management	\$110,000
	Ainsworth & Assoc.	Mechanical Engineering	
	Electrical & Telecom	JP Engineering	
D	Exline & Co.	TRPA & Washoe County Permitting	\$150,000
	LSC	Traffic Analysis	
	Summit Env. Solutions	Cultural Resource Study	
	IVGID Eng. & Project Management		\$115,000
E	Core West, Inc.,	CMAR - Pre-Construction Services	\$125,000
		Total Design & Pre-Construction Estimate	\$2,525,000
		Construction Cost Estimate - 33,000 SF at approx. \$750/SF	\$25,000,000
E	Core West, Inc.,	CMAR - Construction Service Fee (4.15% of Const. Estimate)	\$1,037,500
		Total Construction Cost Estimate	\$26,037,500
		Total Project Cost Estimate	\$28,562,500

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of June 29, 2022 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Hershenow + Klippenstein Architects, LTD., aka H+K Architects, a Domestic Professional Corporation, with its principal place of business at 5485 Reno Corporate Drive, Suite 100, Reno, Nevada (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional architectural services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing architectural services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional architectural services for the IVGID Recreation Center Expansion (“Project”).

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional Architectural Design and Engineering services to develop the captioned project through 100% Construction Documents, Construction Permitting and Bidding of a gymnasium/youth center and District Recreation Department space addition to the District’s existing Recreation Center, necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.
- 3.1.2 Term. The term of this Agreement shall be from June 30, 2022 to April 14, 2023, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Jeff Klippenstein, AIA.
- 3.2.5 District's Representative. The District hereby designates Engineering Manager Kate Nelson, PE, or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates Jeff Klippenstein or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.10 Insurance.
- 3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.
- 3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance:* Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall

stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.
- 3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.
- 3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit A, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall be the fixed fee of and shall not exceed Two-Million-Twenty-Five-Thousand Dollars (\$2,025,000) without written approval of District's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed, progress towards completion of the Services for the Project in a percentage in increments of ten percent (10%) and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to invoices@ivgid.org, with a copy to sah@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District as part of any Extra Work.
- 3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without

written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson

Consultant

H+K Architects
5485 Reno Corporate Drive, Ste. 100
Reno, NV 89511
Attn: Jeff Klippenstein

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services, unless compelled to disclose due to law or court order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any

such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those

that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

CONTRACTOR:
H+K ARCHITECTS
Agreed to:

By: _____

Indra Winquest
District General Manager

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



Proposal

June 15, 2022

Bree A. Waters

District Project Manager
 Incline Village General Improvement District
 Public Works Department
 1220 Sweetwater Road
 Incline Village, NV 89451

Re: Incline Village Recreation Center Expansion
 Construction Documents/Permitting & Bidding Phases

Dear Bree,

We are pleased to submit this proposal which outlines professional Architectural Design and Engineering services to develop the captioned project through 100% Construction Documents, Construction Permitting, and Bidding . We have included a project description, scope of work, proposed schedule, and our proposed fee.

PROJECT DESCRIPTION

The Recreation Center Expansion will meet the space requirements as developed and approved to date which indicates the overall size of the building expansion to be approximately 33,000 gsf. The Construction Documents work will build upon the approved Schematic Design work scheduled to be reviewed and approved at the upcoming June 29 IVGID board meeting.

Per the current Project Schedule, the Construction Documents work is anticipated to start July 1, 2022 and be complete by January 11, 2023. Bidding and GMP Preparation will be completed by March 17, 2023. Permitting is expected to be completed by April 14, 2023.

The project will utilize the CMAR delivery process and BIM (Building Information Modeling).

SCOPE OF WORK

The scope of work will be in accordance with the International Building Codes as adopted by Washoe County and only includes Construction Documents, Permitting and Bidding. As such a separate proposal will be provided at the end of the Construction Documents and Bidding phases and will include all design fees for the remaining Construction Administration Phase.

Our services include Architectural Design/Project Management, Civil Engineering, Landscape Architecture, Structural Engineering, Mechanical Engineering, and Electrical Engineering. In order to expedite the development schedule, we are also providing Fire Alarm and Automatic Fire Sprinkler design.

H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
 Reno, Nevada 89511-2262

P 775+332+6640
 F 775+332+6642

hkarchitects.com

CONSTRUCTION DOCUMENTS

Based on approved schematic design documents and any adjustments authorized by IVGID in the project program, schedule, or construction budget, we will prepare, for approval by IVGID, construction documents consisting of final drawings, specifications, and calculations to fix and describe the size and scope of the project as it pertains to architectural, civil, landscape, structural, mechanical and electrical systems, materials, and other such elements as may be appropriate. The construction documents submittal will be stamped and signed by each of the responsible disciplines. The submitted plans, specifications, and calculations will be issued in a condition such that the documents are complete, fully coordinated within disciplines, and ready to be issued for plan checking/building permitting and bidding.

As best as can be determined, utility company comments and coordination issues will be resolved and addressed prior to issuing the construction documents. If possible, the utility company drawings will be incorporated in the construction documents submittal.

BIDDING

Due to the accelerated schedule, the approved construction documents will be utilized as the bid documents. During the bidding phase, we will incorporate appropriate corrective actions as necessary to address all review comments issued as a result of the plan checking/permitting process. During the bidding period, we will attend a pre-bid conference, answer bid questions (RFI's), and prepare the required addenda to the bid documents.

PROJECT TEAM

Our project team consists mainly of local professional engineering consultants that we have worked with previously on projects of similar complexity and scope.

Discipline	Firm
Architecture / Project Management	H+K Architects
Civil Engineering	Shaw Engineering
Landscape Architecture	John Pruy Design, Inc.
Structural Engineering	CFBR Structural Group
Mechanical Engineering	Ainsworth & Associates Mechanical Engineers
Fire Alarm / Fire Sprinklers	JP Engineering
Electrical / Telecom Engineering	JP Engineering

FEES

We propose to provide the Construction Documents/Permitting and Bidding Services outlined within this Proposal for a fixed fee of Two Million Twenty-Five Thousand Dollars (\$2,025,000.00).

Phase/Task	Fee
Construction Documents/Permitting	\$1,970,900.00
Bidding	\$54,100.00
Total	\$2,025,000.00

UNDERSTANDING

This proposal has been prepared with the following understanding:

1. Topographical Survey will be provided by IVGID under a separate contract.
2. TRPA & SUP Submittals will be provided by others under a separate contract. (H+K will coordinate with TRPA consultant as required)
3. Geotechnical Engineering Services, including Hydrogeology Services, will be provided by IVGID under a separate contract.
4. USGBC LEED Services are not included in this Proposal.
5. Hazardous Materials Surveys of existing building are not a part of this Proposal.
6. Traffic Impact Study (if required) are not a part of this Proposal.
7. Offsite Utility Design (if required) are not a part of this Proposal.
8. Intersection Designs (if required) are not a part of this Proposal.
9. No revisions to the existing building HVAC system are anticipated for the expansion scope.
10. Cost Estimating will be provided by CMAR
11. Documentation of phasing or alternates (additive, deductive or otherwise) into the construction documents or breaking the project into multiple bid packages or phases during design or construction is not included in this Proposal. Typically, the CMAR would be responsible for heading up this effort.
12. Printing of permit and bidding drawings and specifications will be by IVGID.
13. Construction Administration Phase Services are not a part of this Proposal.

Thank you for the opportunity to present this proposal. Please call if you have any questions.

Sincerely,



Jeff Klippenstein, AIA



Fee Schedule

Hourly Professional Rates

Principal Architect	\$275.00/hour
Project Architect	\$225.00/hour
REVIT Production	\$125.00/hour
Intern Architect	\$90.00/hour

Consultant's Additional Services and Reimbursable Expenses

1.15 times the amounts billed to Architect

Reimbursable Expenses

Printing (Outside the Office): Cost of Reproduction + 15%

Travel Expenses

Inside 35 mile radius of Reno, NV	No Charge
Outside 35 mile radius of Reno, NV	\$0.60/mile
Car Rental, Airfare, Meals and Lodging	Cost +15%

Shipping Cost + 15%

Invoices are sent monthly based on progress of the Work.

Invoices are net 30 days from invoice. H+K Architects charges 1 1/2% per month on unpaid balances.

H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
Reno, Nevada 89511-2262

P 775+332+6640
F 775+332+6642

hkarchitects.com

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of June 29, 2022 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Hershenow + Klippenstein Architects, LTD., aka H+K Architects, a Domestic Professional Corporation, with its principal place of business at 5485 Reno Corporate Drive, Suite 100, Reno, Nevada (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional architectural services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing architectural services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional architectural services for the IVGID Recreation Center Expansion Tenant Improvements (“Project”).

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional Architectural Design and Engineering services to develop the captioned project through 100% Construction Documents, Construction Permitting and Bidding of a gymnasium/youth center and District Recreation Department space addition to the District’s existing Recreation Center, necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.
- 3.1.2 Term. The term of this Agreement shall be from June 30, 2022 to April 14, 2023, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Jeff Klippenstein, AIA.
- 3.2.5 District's Representative. The District hereby designates Engineering Manager Kate Nelson, PE, or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates Jeff Klippenstein or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.10 Insurance.
- 3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.
- 3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance:* Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall

stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.
- 3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.
- 3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit A, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall be the fixed fee of and shall not exceed One Hundred-Ten-Thousand Dollars (\$110,000) without written approval of District's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed, progress towards completion of the Services for the Project in a percentage in increments of ten percent (10%) and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to invoices@ivgid.org, with a copy to sah@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District as part of any Extra Work.
- 3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without

written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson

Consultant

H+K Architects
5485 Reno Corporate Drive, Ste. 100
Reno, NV 89511
Attn: Jeff Klippenstein

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services, unless compelled to disclose due to law or court order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any

such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those

that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

CONTRACTOR:
H+K ARCHITECTS
Agreed to:

By: _____

Indra Winquest
District General Manager

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

Proposal

June 15, 2022

Bree A. Waters

District Project Manager
 Incline Village General Improvement District
 Public Works Department
 1220 Sweetwater Road
 Incline Village, NV 89451

Re: Incline Village Recreation Center Tenant Improvements
 Construction Documents/Permitting/Bidding Phases

Dear Bree,

We are pleased to submit this proposal which outlines professional Architectural Design and Engineering services to develop the captioned project through 100% Construction Documents, Construction Permitting, and Bidding . We have included a project description, scope of work, proposed schedule, and our proposed fee.

PROJECT DESCRIPTION

The Recreation Center Tenant Improvements of approximately 7,700 sf shall include the following:

- renovate existing office space that will be relocated into the new expansion into new recreation space
- renovate the existing child-care space into a staff breakroom
- renovate the existing pro shop area into a massage therapy suite
- renovate the existing massage room into a family changing room

In addition, the following scope has been requested:

- renovate lighting throughout the existing building
- add a 4-sided elevated walking track to the existing gymnasium

The Construction Documents work will build upon the approved Schematic Design work scheduled to be reviewed and approved at the upcoming June 29 IVGID board meeting.

Per the current Project Schedule, the Construction Documents work is anticipated to start July 1, 2022 and be complete by January 11, 2023. Bidding and GMP Preparation will be completed by March 17, 2023. Permitting is expected to be completed by April 14, 2023.

It is anticipated that the project will utilize the CMAR delivery process and BIM (Building Information Modeling).

SCOPE OF WORK

The scope of work will be in accordance with the International Building Codes as adopted by Washoe County and only includes Construction Documents, Permitting and Bidding. As such a separate proposal will be provided at the end of the Construction Documents and Bidding phases and will include all design fees for the remaining Construction Administration Phase.



H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
 Reno, Nevada 89511-2262

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 F 775+332+6642

hkarchitects.com

Our services include Architectural Design/Project Management, Mechanical Engineering, and Electrical Engineering.

CONSTRUCTION DOCUMENTS

Based on approved schematic design documents and any adjustments authorized by IVGID in the project program, schedule, or construction budget, we will prepare, for approval by IVGID, construction documents consisting of final drawings, specifications, and calculations to fix and describe the size and scope of the project as it pertains to architectural, mechanical and electrical systems, materials, and other such elements as may be appropriate. The construction documents submittal will be stamped and signed by each of the responsible disciplines. The submitted plans, specifications, and calculations will be issued in a condition such that the documents are complete, fully coordinated within disciplines, and ready to be issued for plan checking/building permitting and bidding.

BIDDING

Due to the accelerated schedule, the approved construction documents will be utilized as the bid documents. During the bidding phase, we will incorporate appropriate corrective actions as necessary to address all review comments issued as a result of the plan checking/permitting process. During the bidding period, we will attend a pre-bid conference, answer bid questions (RFI's), and prepare the required addenda to the bid documents.

PROJECT TEAM

Our project team consists mainly of local professional engineering consultants that we have worked with previously on projects of similar complexity and scope.

<u>Discipline</u>	<u>Firm</u>
Architecture / Project Management	H+K Architects
Mechanical Engineering	Ainsworth & Associates Mechanical Engineers
Electrical / Telecom Engineering	JP Engineering

FEES

We propose to provide the Construction Documents/Permitting and Bidding Services outlined within this Proposal for a fixed fee of One Hundred Ten Thousand Dollars (\$110,000.00) broken down as follows:

TI Construction Documents/Permitting	\$30,000.00
4 sided elevated walking track	\$35,000.00
Lighting Renovation	\$45,000.00
Total	\$110,000.00

UNDERSTANDING

This proposal has been prepared with the following understanding:

1. USGBC LEED Services are not included in this Proposal.
2. Hazardous Materials Surveys of existing building are not a part of this Proposal.
3. Cost Estimating will be provided by CMAR
4. Documentation of phasing or alternates (additive, deductive or otherwise) into the construction documents or breaking the project into multiple bid packages or phases during design or construction is not included in this Proposal. Typically, the CMAR would be responsible for heading up this effort.
5. Printing of permit and bidding drawings and specifications will be by IVGID.
6. Construction Administration Phase Services are not a part of this Proposal.

Thank you for the opportunity to present this proposal. Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Klippenstein', with a long horizontal flourish extending to the right.

Jeff Klippenstein, AIA



Fee Schedule

Hourly Professional Rates

Principal Architect	\$275.00/hour
Project Architect	\$225.00/hour
REVIT Production	\$125.00/hour
Intern Architect	\$90.00/hour

Consultant's Additional Services and Reimbursable Expenses

1.15 times the amounts billed to Architect

Reimbursable Expenses

Printing (Outside the Office): Cost of Reproduction + 15%

Travel Expenses

Inside 35 mile radius of Reno, NV	No Charge
Outside 35 mile radius of Reno, NV	\$0.60/mile
Car Rental, Airfare, Meals and Lodging	Cost +15%

Shipping Cost + 15%

Invoices are sent monthly based on progress of the Work.

Invoices are net 30 days from invoice. H+K Architects charges 1 1/2% per month on unpaid balances.

H+K ARCHITECTS

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Reno, Nevada 89511-2262

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F 775+332+6642

hkarchitects.com

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of June 29, 2022 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Exline & Company, Inc., a California Corporation, with its principal place of business at 3033 Bellevue Avenue, South Lake Tahoe, CA 96150 (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional architectural services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing architectural services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional architectural services for the IVGID Recreation Center Expansion Tenant Improvements (“Project”).

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional assistance with the regulatory due diligence, entitlement and environmental permitting responsibilities of a gymnasium/youth center and District Recreation Department space addition to the District’s existing Recreation Center, necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit A.
- 3.1.2 Term. The term of this Agreement shall be from June 30, 2022 to May 1, 2023, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Nick Exline.
- 3.2.5 District's Representative. The District hereby designates Engineering Manager Kate Nelson, PE, or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates Nick Exline or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.10 Insurance.
- 3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.
- 3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance:* Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall

stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.
- 3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.
- 3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit A, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall be time and materials amount not to exceed One Hundred-Fifty-Thousand Dollars (\$150,000) without written approval of District's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed, progress towards completion of the Services for the Project in a percentage in increments of ten percent (10%) and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to invoices@ivgid.org, with a copy to sah@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District as part of any Extra Work.
- 3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without

written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson

Consultant

Exline & Company
3033 Bellevue Avenue
South Lake Tahoe, CA 96150
Attn: Nick Exline

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services, unless compelled to disclose due to law or court order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any

such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those

that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

CONTRACTOR:
EXLINE & COMPANY
Agreed to:

By: _____

Indra Winquest
District General Manager

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



June 22, 2022

Bree A. Waters
 District Project Manager
 Incline Village General Improvement District
 Public Works Department
 1220 Sweetwater Road
 Incline Village, NV 89451

**IVGID Recreation Center Addition Planning & Permitting Cost Estimate, Including
 Planning Specific Subconsultants**

Dear Ms. Waters:

Thank you for contacting Exline & Company, Inc. regarding the exciting recreational center addition project. The following is an outline of Exline & Company's projected responsibilities and anticipated cost to assist with the regulatory due diligence, entitlement and environmental permitting responsibilities from today until the project is acknowledged and the pre-grade is completed with TRPA staff.

It is important to note that it is very challenging to precisely predict the time/cost needed for a project given complex regulatory and community dynamics in the Tahoe Basin. As a result, a conservative cost range has been provided to demonstrate this variability. In addition, if specific items or challenges arise during the project, cost will have to be adjusted accordingly. A meeting is scheduled with Washoe County and TRPA jointly on June 21, 2022 to outline the project scope. If desired, E&C scope and cost document can be updated following that meeting.

Table A (below) documents the required project actions, including applications and community meetings needed for the proposed recreation center addition.

Table A: TRPA & Washoe County Applications & Tasks

Applications / Actions
Soils/Hydro
Soils/Hydro Submittal/Issuance of Approval Depth
Communications (phone/email) w/ TRPA, client, design team

Pre-Application Meeting
Attend Pre-App Meeting w/ TRPA & WC
Post Meeting Meeting w/ client & design team?
Follow-up communications (phone/email) w/ TRPA, client, design team
Due Diligence
File Research
Review TRPA Project Files
Prepare entitlement tracking spreadsheet
Review entitlement spreadsheet/status/update
Preparation & Coordination of drawings w/ client & design team
Review & comment on drawings
Communications (phone/email, video)
TRPA Public Service Application
Prepare Application Form / IEC
Draft Submittal Letter & Project Findings
Review Draft Submittal Letter & Findings
Assemble Docs for Submittal
Electronic Preparation of Submittal Packet
Submit to TRPA
Follow-up communications (phone/email) at initial submittal
Coordination of outsource proposal, approval by client, payment
Site Visit (s)

Virtual Meeting(s) w/ outsource to review project comments/questions
Communications (phone/email) TRPA/outsource during project review
GB Presentation Preparation
Attend GB Meeting
Communications (phone/email) w/ TRPA, client, design team
Address Permit Conditions & Assemble Acknowledgment Packet
Review Acknowledgment Packet
Submit Permit Acknowledgment
Receipt of Acknowledged Permit & Approved Plans Disburse to team
Request pre-grade inspection
Communications (phone/email) w/ TRPA, client, design team
Pre-Application Neighborhood Meeting
Communications (phone/email) w/ client, design team
Preparation of Presentation Materials
Review/Edit Presentation Materials
Attend Neighborhood Meeting
Washoe County Special Use Permit
Prepare Application Form
Draft Submittal Letter & Project Findings
Review Draft Submittal Letter & Findings
Assemble Docs for Submittal
Electronic Assembly of Submittal Packet
Submit Application
Virtual Meeting(s) w/ staff to review project comments/questions



Communications (phone/email) w/ staff during project review
Preparation of PC Presentation Materials
Review/Edit PC Presentation Materials
Attend Planning Commission Hearing
Communications (phone/email) w/ client, design team
Address SUP Permit Conditions
Review SUP Acknowledgment Packet
Receipt of SUP & Disburse to team
Communications (phone/email) w/ client, design team

Cultural Analysis

The original EIS approval included a cultural analysis and the site maintains a culturally significant bedrock mortar. A cultural analysis is required for TRPA/Washoe County submittal. The cultural analysis scope is still being negotiated with a third party consultant and regulatory agencies. The anticipated cost range is **\$10,000 - \$15,000**.

VMT Analysis

A full transportation impact study is estimated to cost **\$35,000 - \$40,000**. The final study and regulatory requirements and methodology is still being negotiated with TRPA staff.

Project Cost

To complete the following planning/regulatory items required for the recreational center addition E&C's anticipated cost range is \$75,000 - \$95,000 with a total cost including the subconsultants referenced above of **\$120,000 - \$150,000**. Please feel free to reach out if you have any questions or would like to discuss the anticipated cost in greater detail.

We thank you for your time. Please reach out if you have any additional questions/comments.

Sincerely,

Nicholas Exline

Nicholas D. Exline
Principal, AICP



2022 FEE SCHEDULE

	Billing Rate (\$) Per Hour
Administrative Support	95.00
Assistant Planner	120.00
Assistant Planner II	135.00
Project Specialist	155.00
Associate Planner I	185.00
Associate Planner II	225.00
Senior Planner	250.00
Principal Planner	275.00

Hourly rates shall include, but are not limited to time spent: Consulting with Client or representatives, telephone or conference calls, factual investigation, research, consultation with experts and/or associates, consultation with governmental agency representatives, preparing and/or receiving correspondence, analysis, drafting of documents, travel and any other time expended in connection with Client's project. *(All rates will be billed in 15 minute minimum increments and are subject to yearly adjustment – Client will be notified of adjustments in writing with new rates being active 30 days later).*

Fees and Expenses: New Clients will incur a \$100 file opening flat fee. The Client will be billed for all out-of-pocket costs associated with the Client's project. Such costs shall include, but are not limited to application fees, photocopying, printing, shipping and courier fees. Note: expenses may be billed separately and are due on receipt.

Invoicing and Payment: The Contractor shall submit an accurate invoice for incurred hours and other costs on a monthly basis accounting for time and expense. Invoices are due and payable upon receipt. Any challenges of invoices must be submitted in writing via U.S. Mail within 10 days of the invoice date or the Client waives the right to challenge. Notices to Contractor shall be sent to the following address: Exline & Company Inc., PO Box 16789, South Lake Tahoe, CA 96151 Tel: 775 240 9361.

Compensation by the Client to Exline & Company Inc., will be on the basis of the above schedule of fees and billing policies. Payment is due and payable upon receipt of invoice. Interest at a rate of 20 percent APR will be charged on all past-due amounts starting 30 days after the date of invoice.

G.B. Hem H.1



**INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT
REC CENTER EXPANSION PROJECT**

**CMAR PRE-CONSTRUCTION SERVICES
CONTRACT DOCUMENTS**

CORE WEST, INC.

IOIA

OWNER - CMAR PRE-CONSTRUCTION SERVICES AGREEMENT

This AGREEMENT is made as of **June 29, 2022** by and between the **Incline Village General Improvement District** (hereinafter referred to as "Owner" or "IVGID"), and **CORE West, Inc.**, the Construction Manager at Risk, hereinafter referred to as "CMAR":

ARTICLE 1 – CMAR PRE-CONSTRUCTION SERVICES OVERVIEW

In consideration of the mutual covenants and conditions provided herein, the Owner does hereby employ the CMAR to perform Pre-Construction Services as defined in Article 4 below, and the CMAR agrees to perform such services for the referenced project:

Project Identification

- Project Name: Rec Center Expansion Project ("Project")
- CONTRACT NUMBER: 4884BD2201
- PWP NUMBER: WA-2023-003

ARTICLE 2 – CMAR PRE-CONSTRUCTION SERVICES FEE

For furnishing all labor, materials, equipment, tools and services, and for doing everything required for the Pre-Construction Services and otherwise by this Agreement including, but not limited to, providing the required Guaranteed Maximum Price Proposal, the Owner will pay and the CMAR shall receive as full compensation therefore, a total sum not to exceed, to be billed on a time and materials basis as set forth Article 6, of **One Hundred Twenty-Five Thousand Dollars (\$125,000)**. **In addition to such total not-to-exceed amount, the amount billed for each Task shall not exceed the amount identified in ATTACHMENT A, incorporated by this reference.**

ARTICLE 3 – PERIODS OF SERVICE

Time is of the essence in the performance of this Agreement and the CMAR agrees to complete all Pre-Construction services and work within a time schedule to be established and agreed upon by the CMAR, design engineer and District at a future date.

ARTICLE 4 – PRE-CONSTRUCTION SCOPE OF WORK

CMAR shall provide the Pre-Construction Services which are described in ATTACHMENT A and identified by discrete tasks (each a "Task").

ARTICLE 5 – NEVADA LAW

The CMAR agrees to all terms and conditions of the Nevada Revised Statutes (NRS) and the Nevada Administrative Code (NAC) as may apply to this Agreement and to the work performed under this Agreement and agrees to comply with all such applicable portions of the NRS and the NAC. Contractor specifically acknowledges that this contract is subject to the provisions of NRS 338.1685 through NRS 338.16995, as applicable.

ARTICLE 6 – PRE-CONSTRUCTION PAYMENT SCHEDULE

The Owner and the CMAR mutually agree that the fee described herein is for Pre-Construction Services only, and in no manner obligates the Owner to enter into a construction contract with the CMAR.

CMAR shall submit invoices no more than once a month, in accordance with payment schedule outlined in EXHIBIT A. Invoices shall clearly show costs incurred on each Task, and include original Task amount, fees previously billed, and amount remaining. CMAR shall not request or receive payment for any postage, copying, travel or other direct or indirect costs except as expressly identified in EXHIBIT A. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.

ARTICLE 7 – CONTRACT EXECUTION

Execution of this Agreement by each party shall constitute the representation by each party that CMAR has examined the contents of all the referenced documents listed above, that CMAR has read and understands the same, and specifically agrees to be bound thereby.

ARTICLE 8 – DISPUTE RESOLUTION

This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any action brought by either party arising out of or related to the Agreement shall be brought in a court located in Washoe County, Nevada.

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 8 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 CMAR 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 CMAR 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 CMAR 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 CMAR fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or CMAR may then initiate judicial proceedings by filing suit. Owner and CMAR will share the cost of mediation equally unless agreed otherwise.

ARTICLE 9 - INDEMNIFICATION

- A. Indemnification of Owner by CMAR: CMAR 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 CMAR's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of CMARS, subcontractors, agents, or anyone acting on behalf of or at the direction of CMAR. However, in no event shall CMAR be required to indemnify Owner for claims, damages, loss or expenses arising out of the Owner's sole negligence.
- B. CMAR'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 CMAR at the then-current rate charged for such services by the private sector.
- E. In addition, nothing herein shall prevent Owner or CMAR from relying upon any Nevada statute or case law that protects Owner or CMAR with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 10 – OWNER'S REPRESENTATIVE / ENGINEER

Bree Waters, District Project Manager, baw@ivgid.org, 775-832-1327, shall be the designated Owner's Representative during the Pre-Construction Services period.

ARTICLE 11 - INSURANCE

Prior to proceeding with the Pre-Construction Services, CMAR shall submit proof of general liability insurance in the amount of each Occurrence/Incident/Claim of one-million dollars (\$1,000,000) and in Aggregate of two-million dollars (\$2,000,000). The insurance shall cover the period of this Agreement.

Business Auto insurance is required for any work performed by CMAR on property owned by IVGID (including, but not limited to, meetings with Owner and job site visits). CMAR's insurance shall cover the CMAR for those sources of liability which would be covered by the latest occurrence form edition of the standard Business Auto Policy, including coverage for liability contractually assumed, as filed for use in the State of Nevada by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall be provided for owned, non-owned and hired autos used in connection with this Agreement, with the minimum Combined Single Limit (CSL) of \$1,000,000. CMAR's policy shall be endorsed to include the following language: "The Incline Village General Improvement District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including autos owned, leased, hired, or borrowed by CMAR."

The certificates of general liability insurance must list the "Incline Village General Improvement District" as additional insured and include a waiver of subrogation against IVGID. The Parties acknowledge and agree that the fee paid to CMAR under this Agreement accounts for any costs CMAR may incur in naming Owner as an additional insured under such policy. The certificates shall include the Project/contract number and name, and shall be filed with Owner evidencing the required coverage. The certificates shall include a thirty (30) calendar day written notice to Owner in the event of cancellation or material alteration of the coverage. The certificates shall also state that any coverage afforded the certificate holder shall apply as primary and not excess to any insurance issued in the name of the certificate holder. The certificates shall be filed with

Owner within ten (10) calendar days after execution of the Agreement and prior to commencing any Pre-Construction Services.

CMAR shall provide its employees worker's compensation insurance as required by NRS Chapter 616A and 617. A certificate evidencing coverage shall be filed with Owner within (10) calendar days after execution of the Agreement and prior to commencing any pre-construction services.

Owner is not liable for the payment of any premiums, deductible or any assessments on any insurance policies purchased by CMAR.

The Owner, at its option, may purchase and maintain such insurance as will protect the Owner against claims that may arise from operations under the contract documents.

ARTICLE 12 – ASSIGNMENT OF CONTRACT

The CMAR shall not assign, transfer, or delegate any rights, obligations, monies or duties under this Agreement without the prior written consent of the Owner.

ARTICLE 13 – MODIFICATIONS TO CONTRACT / TERMINATION

This Agreement constitutes the entire agreement between the parties and may be modified only by a written amendment executed by the parties.

The Owner, specifically reserves the right at any time to terminate this Agreement without cause upon seven (7) calendar days' written notice of termination. Upon termination, for other than a breach of this Agreement by the CMAR, the Owner shall make payments to the CMAR as a ratable percentage of the amount of work effort that the CMAR has expended in Current Task (refer to Article 6) versus the total amount of work effort reasonably anticipated as required to obtain task completion for Current Task as of the time of the notice of termination. The making of such payments by the Owner shall constitute a complete release of all the responsibilities of the Owner under the terms of this Agreement. The CMAR waives any and all claims for overhead and profit on the services or work remaining at the time of termination. Otherwise, payment is due and payable at completion of Current Task per Article 6.

ARTICLE 14 – OWNERSHIP OF DOCUMENTS

Any sketches, reports, studies, photographs, negatives, or other documents prepared by the CMAR in the performance of his obligations under this Agreement shall be the exclusive property of the Owner and all such materials shall be remitted to the Owner by the CMAR upon completion, termination, or cancellation of this Agreement. The CMAR shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the CMAR's obligations under this Agreement, without the prior written consent of the Owner. Such instruments and copies shall not be used on any other project, and, with the exception of those sets that have been signed in connection with the execution of the agreement, shall be returned to the Owner on request upon completion of the Project.

ARTICLE 15 – EQUAL EMPLOYMENT AND NON-DISCRIMINATION

In connection with the performance of work under this Agreement, the CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CMAR further agrees to insert this provision in all

subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the CMAR shall constitute a material breach of this Agreement.

ARTICLE 16 – CMAR AS INDEPENDENT CONTRACTOR

The parties agree that the CMAR is an independent contractor and that this Agreement is entered into in accordance with Nevada Revised Statutes 284.173, which statute in pertinent part provides that the CMAR is not an IVGID employee and that the CMAR will not be entitled to any IVGID employee insurance or benefits.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

OWNER:
INCLINE VILLAGE G. I. D.
The undersigned has read, reviewed and approves this document:

Joshua Nelson
District General Counsel

Date

Indra Winquest
IVGID General Manager

Date

Agreed to:

Tim Callicrate, Chairman

Date

Sara Schmitz, Secretary

Date

OWNER'S address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

CONTRACTOR:
CORE WEST, INC.
Agreed to:

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

CONTRACTOR'S address for giving notice:

CORE West, Inc.
7150 Cascade Valley Ct.
Las Vegas, NV 89128



PROPOSED FEES

CMAR's Fixed Fee (for pre-construction services)	\$ 125,000.00
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The General Conditions of the Contract will be issued to CMAR firms short-listed, and has been made available on the Owner's website. The CMAR's Proposed Construction Phase Fee will be in accordance with the terms and conditions.

PAYMENT SCHEDULE

Payment for pre-construction services will be made in accordance with the following schedule:

Phase of Work	Payment
60% Construction Documents	30% of Total
100% Construction Documents	30% of Total
Issuance of GMP Proposal	30% of Total
Issuance of Final CMAR Review Comments	10% of Total

REFERENCED DOCUMENTS

The following documents are referenced herein and form the basis for the CMAR's Fee Proposal:

- A. CMAR Request for Proposals
- B. Owner-CMAR Pre-Construction Agreement
- C. Owner-CMAR Construction Agreement
- D. General Conditions of the Contract
- E. Supplementary Conditions of the Contract

CMAR SIGNATURE

Construction Manager at Risk

CORE West, Inc.
CMAR Firm Name

Seth Maurer
Authorized Signature

June 15, 2022
Date

Seth Maurer, President
Print Name and Title

101H

CORE




**INCLINE
VILLAGE**
GENERAL IMPROVEMENT DISTRICT

RECREATION CENTER EXPANSION PROJECT

CONSTRUCTION MANAGER AT RISK
Project No. 4884BD2201 | PWP No. WA-2023-003

Due June 9, 2022 at 2:00PM



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The submittal shall be indexed, shall be separated into the following specific categories, and the information within each category shall be ordered to match those listed in this request for proposals.

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Cover Letter

A cover letter shall be included that addresses pertinent general information as deemed appropriate by the CMAR. The cover letter shall also include the appropriate contact person at the CMAR firm, along with their phone number and e-mail address, and a list of three (3) references with their contact information.

REFERENCES:

Scott Morgan,
Director,
Douglas County
T: 775.782.9828
E: smorgan@
co.douglas.nv.us

Chad Peters,
Executive Director,
Winnemucca Boys &
Girls Club
T: 775.623.6325
E: cpeters@bgcwin.org

Adam Searcy ^{PE}
Chief Facilities
Management Officer,
Washoe County School
District
T: 775.789.3859
E: adam.searcy@
washoeschools.net



Seth Maurer ^{LEED AP}
President
CORE
O: 775.525.5757
C: 775.750.1776
E: sethmaurer@
coreconstruction.com

June 9, 2022

Bree Waters, Project Manager
Incline Village General Improvement District (IVGID)
1220 Sweetwater Road, Incline Village, NV 89451

Dear Mrs. Waters and Selection Committee Members,

First and foremost, CORE Construction (CORE) is grateful for the opportunity to submit this proposal for Construction Manager at Risk (CMAR) services to the Incline Village General Improvement District (IVGID) for the Recreation Center Expansion Project. As we hope you will find evident in this proposal, CORE's Culture, Values, and Qualifications are in alignment with your vision and goals for this very special project. Here are a few reasons why CORE is uniquely qualified to serve IVGID and exceed your expectations through an exceptional building experience:

CMAR EXPERIENCE: CORE has diversified our firm by committing 100% of our resources toward Qualification Based Selection (CMAR and Design-Build) projects. If we fail to exceed the expectations of our Clients, we will not get hired again. This is the driving conviction behind our servant leadership approach to partnering with our Clients and Design Team partners. As a result, we are proud to be the most experienced CMAR firm in the state of Nevada. We have served on over 120 CMAR projects for over 25 public agencies across Nevada. Every one of these Clients, who have had the opportunity, have hired CORE back again.

LOCAL TEAM/COMMUNITY ENGAGEMENT: With over 50 employees who call the greater Washoe County area their home, we are proud to share in IVGID's Vision of "enhancing the reputation of our community as an exceptional place to live, work, invest, and play". Over the past decade, CORE has been involved in many projects that have beneficially impacted our community, and we strive to give back to the community that has blessed us abundantly. Additionally, for your project, **CORE has partnered with SierraCon** who is one of the most experienced and respected builders in the Tahoe Basin. SierraCon has proven to be a valuable partner through supporting coordination efforts with TRPA, outreach to the local Tahoe Basin Trade Partners, and navigating the complex aspects of building in snow country.

RECREATION CENTER EXPERIENCE: CORE has completed more than 30 public sector, municipal recreation projects in the state of Nevada. These complex projects require an experienced builder who understands the unique features and nuances of building on a very active campus. Over half of our projects are constructed on active campuses, and our team knows how vital safety and communication are to executing these projects efficiently and successfully.

PARTNERSHIP WITH H+K ARCHITECTS: Over the past decade, CORE has partnered with H+K on several public sector CMAR projects valued at over \$250 Million. We have a great respect for their firm and, together, have raised the bar in designing and constructing public sector projects. We understand how to collaboratively work with the H+K team and provide valuable services to IVGID from pre-construction through project close out.

We sincerely appreciate this opportunity and thank you for your careful review and consideration of our qualifications within this proposal. Our entire team looks forward to this opportunity to earn IVGID's trust. Please call should you require any additional information.

Respectfully submitted,

A handwritten signature in blue ink that reads "Seth Maurer".

Seth Maurer ^{LEED AP}, President



ONE

CMAR Firm General Information



1. CMAR Firm General Information

a. Firm Information: Provide firm name, business address, year established, type of firm ownership (i.e., single source, joint venture), name and address of parent company, former parent company names, name and contact information for principal personnel, areas of responsibility, and total number of personnel.

FIRM NAME | CORE West, Inc.
dba CORE Construction

PARENT COMPANY | The CORE Group
10625 N. County Road
Frisco, TX 75033
Former Parent Company: n/a

BUSINESS ADDRESS | 5330 Reno Corporate Drive
Reno, NV 89511

PRINCIPAL PERSONNEL | Seth Maurer, President
O: 775.525.5757 | C: 775.750.1776
E: sethmaurer@coreconstruction.com

YEAR ESTABLISHED | Nationally: 1937
CORE West: 1985

AREAS OF RESPONSIBILITY | CORE will provide Construction Manager at Risk services in pre-construction, construction and warranty.

TYPE OF FIRM OWNERSHIP | Corporation
(Single Source)

NUMBER OF PERSONNEL | Nationally: 1,200+
CORE West: 117

CORE EMPLOYEES, 1960



SINCE
1937

—● OTTO BAUM, 1925

ABOUT OUR FIRM

The last name of our founder, Otto Baum, means tree in German. Each tree has a core - its center and strength. As the tree grows, rings radiate out from the core.

Our "core" was founded 85 years ago in Morton, Illinois, when Otto applied for a loan to start a masonry company. He had nothing to use as collateral except for his proven character and exemplary reputation. When the bank manager asked the loan officer why they should consider Otto's request, the officer simply replied, "**I trust him.**" This response sparked the beginning of a successful, nationwide company that spans over 20 locations in ten states with over 1,200 employees, still operating with the same core trust and culture that Otto started the company with in 1937.

When you build with CORE, you are not just building with brick, steel, concrete or wood. You are building a partnership with a company and people who have the highest performance standards for your project. By choosing CORE, you will have the resources and strength of a national builder and the benefits of collaborating with a local team and workforce that is committed to improving our community.

1. CMAR Firm General Information



EXCLUSIVE PARTNER TO CORE

COMBINING TEAMS

The combination of CORE and SierraCon provides the perfect balance of complementary strengths required for the successful construction of the IVGID Recreation Center Expansion project. SierraCon's experience constructing large complex projects for over 20 years at Lake Tahoe is unmatched and provides the unique expertise to CORE's vast CMAR and public works resume. The SierraCon team has found a special niche constructing the largest and most complicated projects in the Tahoe Basin, such as The Tahoe Beach Club, Edgewood Tahoe Resort Lodge, The Zalanta Resort, The Lake Tahoe Unified School District Measure G Bond Projects and various mountain projects for Heavenly, Northstar and Squaw Valley. While CORE brings a national resume of this product type, SierraCon has experience building large and complex projects in Lake Tahoe. SierraCon has a complete understanding of and strong relationships with the TRPA and other regional governing agencies who impose unique construction regulations on the Lake Tahoe Basin. These trusting relationships are purely a result of the continuous, successful construction practices the SierraCon team has implemented on their projects for the past two decades. This local track record in combination with CORE's specialized experience makes our team stand high above other CMAR options. Collectively, the CORE and SierraCon team possesses the right tools to construct and successfully deliver this project for IVGID.

COMPANY SYNERGY

Both companies place Client relationships as a top priority. While CORE's primary focus is on public projects, SierraCon primarily focuses on private sector Owner relationships and has benefited from performing 80% of their Lake Tahoe area projects as negotiated GMP contracts. Both companies regularly engage in pre-construction services on projects to assist with budget, design, schedule and logistics from an early stage, which is a fundamental component to the success of our companies' past projects. Both companies have strong and lasting relationships with the Trade Partner (subcontractor, supplier and vendor) community which serves the northern Nevada and Lake Tahoe market. Due to the years of construction experience while residing in the Tahoe Basin community, the SierraCon team benefits from special relationships with the subcontractors, vendors and the local workforce essential to completing large Tahoe area projects. Based on the collective relationships of both companies, IVGID can expect a vast interest and participation from qualified and capable Trade Partner on this project. Trade Partner competition is a crucial factor in providing the most efficient GMP contract to IVGID. Neither CORE or SierraCon are signatory to trade unions, which also allows for an increased Trade Partner pool to bid and perform on your project.

1. CMAR Firm General Information

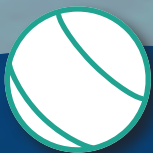
b. Firm Organizational Chart: Indicate lines of responsibility and/or communication.

Please refer below for a firm organizational chart of CORE West. Key personnel chosen for this project are highlighted in blue.



TWO

Key Personnel Qualifications

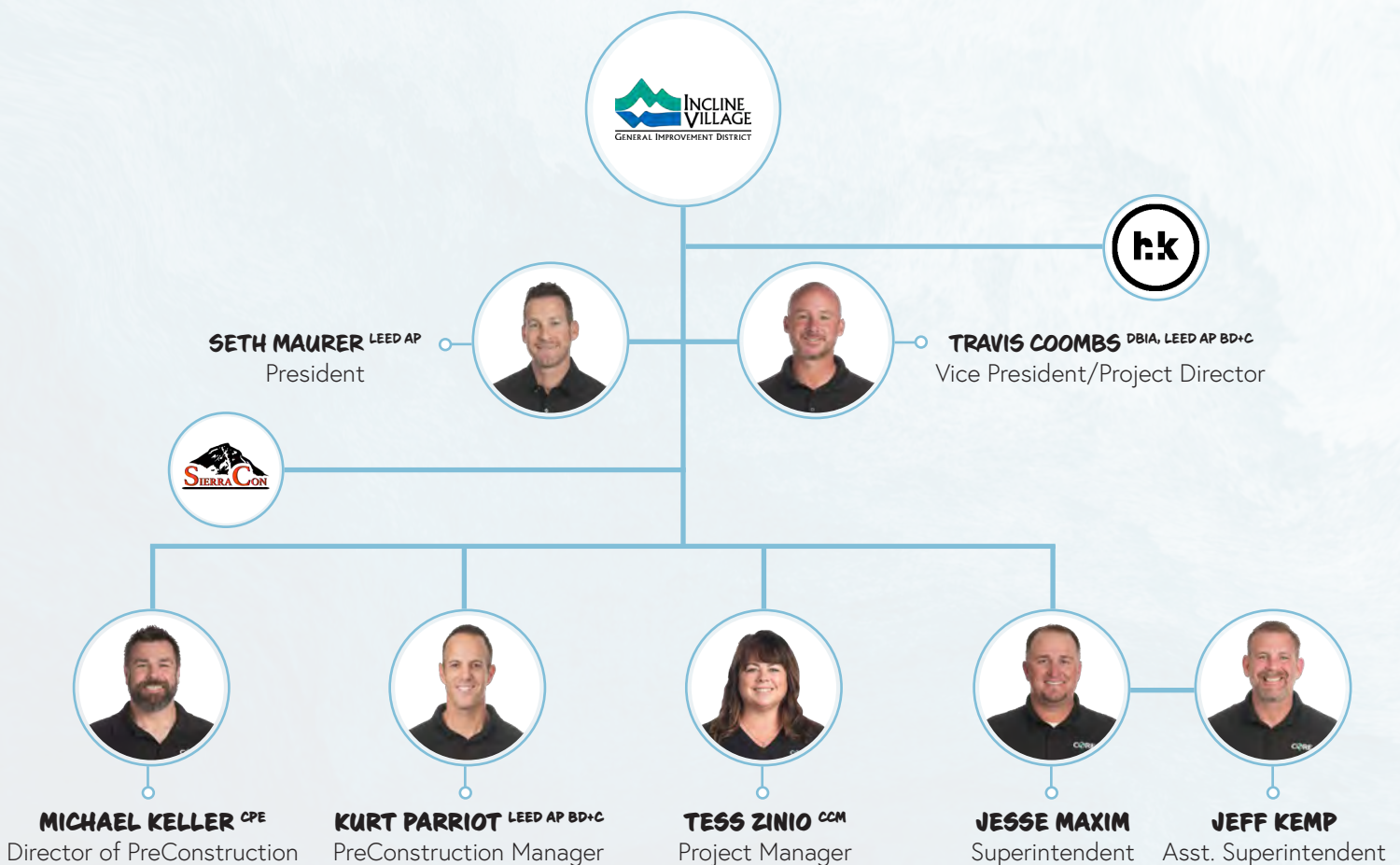


2. Key Personnel Qualifications

- a. Provide a resume for each key person that will be assigned to this project. Include their name and title, project assignment, total years of construction experience, years of experience with CMAR, years of experience with this firm, education including degree(s), year and discipline, active registrations and licenses including the number and state, other qualifications, and experience. Also, provide a summary of any experience with CMAR pre-construction services.
- b. Describe the specific role performed on each project listed in the resume, highlighting projects of similar size and scope where the person's role was similar to their role on this project.
- c. At a minimum, provide resumes (that include qualifications and experience) for the Project Manager, Superintendent, Estimator, Schedule Coordinator and Safety Manager. Provide this information for both the Pre-Construction and Construction phases, if different personnel will be utilized.
- d. Provide a project-specific organizational chart.

Please refer below for an organizational chart depicting the team chosen for this project. The following pages contain resumes of each member listed below.

YOUR TEAM



2. Key Personnel Qualifications



SETH MAURER LEED AP President

As CORE West's President, Seth will ensure IVGID receives the highest level of care for the Recreation Center Expansion Project. His passion is earning Client's trust, and he deeply understands the expectations of the CMAR delivery method. Seth began working for CORE as a Field Laborer in high school 30 years ago, and has worked in nearly every position at CORE ever since. He will make it his mission to ensure all stakeholders are fully satisfied with the end result.

SIMILAR PROJECTS:



**SOUTH TAHOE
EVENTS CENTER**

Owner: Tahoe Douglas Visitors Authority
Value: \$76.9M
Size: 138,550 SF
Delivery Method: CMAR
Role: President

Similarities: Tahoe Basin, Active Campus



**SOUTH LAKE TAHOE
RECREATION/SWIM COMPLEX**

Owner: City of South Lake Tahoe
Value: \$48M
Size: 37,000 SF
Delivery Method: CM Services
Role: President

Similarities: Tahoe Basin, Recreation

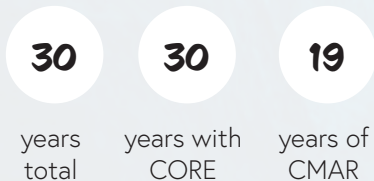


**BURNT CEDAR SWIMMING
POOL IMPROVEMENTS**

Owner: IVGID
Value: \$4.1M
Size: 21,000 SF
Delivery Method: CMAR
Role: President

Similarities: Tahoe Basin, Active Campus, IVGID

EXPERIENCE:



EDUCATION:

A.A.S. Construction Management,
College of Southern Nevada

CERTIFICATIONS:

LEED AP (USGBC)
 OSHA 30-Hour
 First Aid/CPR

2. Key Personnel Qualifications



TRAVIS COOMBS DBIA, LEED AP BD+C Vice President/Project Director

As Vice President and Project Director, Travis will assist the team throughout the duration of this project and will be involved during pre-construction, Trade Partner procurement, GMP preparation, and construction as necessary. Travis is a northern Nevada native, and will be committed to serving the Incline Village community with the highest level of integrity and professionalism. He will ensure the Recreation Center Expansion Project is delivered on time, within budget, and with the utmost quality.

SIMILAR PROJECTS:



DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER

Owner: Douglas County

Value: \$16.9M

Size: 83,225 SF

Delivery Method: CMAR

Role: Vice President/Project Director

Similarities: Recreation



SOUTH TAHOE EVENTS CENTER

Owner: Tahoe Douglas Visitors Authority

Value: \$76.9M

Size: 138,550 SF

Delivery Method: CMAR

Role: Vice President/Project Director

Similarities: Tahoe Basin, Active Campus



WINNEMUCCA BOYS & GIRLS CLUB

Owner: Winnemucca Boys & Girls Club

Value: \$6.4M

Size: 36,224 SF

Delivery Method: CMAR

Role: Vice President/Project Director

Similarities: Recreation, Boys & Girls Club

EXPERIENCE:

21

years total

9

years with CORE

13

years of CMAR

EDUCATION:

M.B.A.,

University of Nevada, Reno

B.S. Construction Management,
California State University at Chico

CERTIFICATIONS:

LEED AP BD+C (USGBC)

DBIA (Design-Build Professional)

OSHA 30-Hour

First Aid/CPR

2. Key Personnel Qualifications



MICHAEL KELLER ^{CPE} Director of PreConstruction

Throughout pre-construction, Michael will provide constructability reviews and value engineering options while working closely with the Operations Team. This will provide our team with valuable cost and schedule control throughout the entirety of your Recreation Center Expansion Project. Michael has many years of experience as a third-party estimator, which has proven to be invaluable for projects such as this under the CMAR delivery method. It is an essential part of the partnering process because it aids in communicating cost implications to IVGID and H+K Architects during the Pre-construction Phase.

SIMILAR PROJECTS:



**TRUCKEE HIGH SCHOOL
MODERNIZATION**

Owner: Tahoe-Truckee Unified School District
Value: \$33.6M
Size: 136,495 SF
Delivery Method: CMAR
Role: Director of PreConstruction

Similarities: Tahoe Basin, Active Campus



**TAHOE LAKE ELEMENTARY
SCHOOL MODERNIZATION**

Owner: Tahoe-Truckee Unified School District
Value: \$42.3M
Size: 45,000 SF
Delivery Method: CM Services
Role: Director of PreConstruction

Similarities: Active Campus, Gym

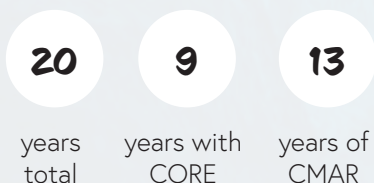


**SOUTH TAHOE
EVENTS CENTER**

Owner: Tahoe Douglas Visitors Authority
Value: \$76.9M
Size: 138,550 SF
Delivery Method: CMAR
Role: Director of PreConstruction

Similarities: Tahoe Basin, Active Campus

EXPERIENCE:



EDUCATION:

B.S. Civil Engineering,
University of Nevada, Las Vegas

CERTIFICATIONS:

CPE (Certified Professional Estimator)
Construction Manager in Training (APSE)
Army Corps of Engineers
OSHA 30-Hour
First Aid/CPR

2. Key Personnel Qualifications



KURT PARRIOTT LEED AP BD+C PreConstruction Manager

As PreConstruction Manager, Kurt will collaborate with IVGID and H+K Architects to analyze and estimate all elements of the Recreation Center Expansion Project. Prior to joining CORE, Kurt spent 10 years in the field managing complex commercial projects. His hands-on experience, coupled with his meticulous and organized approach to analyzing construction methods and estimating, makes him a tremendously valuable resource and member of our team.

SIMILAR PROJECTS:



RENDERING



RENDERING

SOUTH LAKE TAHOE RECREATION/SWIM COMPLEX

Owner: City of South Lake Tahoe
Value: \$48M
Size: 37,000 SF
Delivery Method: CM Services
Role: PreConstruction Manager

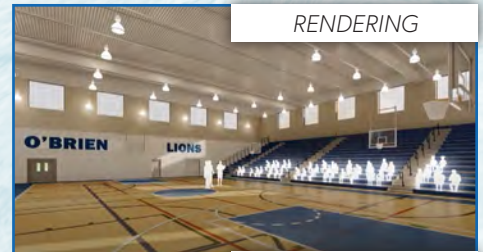
Similarities: Tahoe Basin, Recreation



BURNT CEDAR SWIMMING POOL IMPROVEMENTS

Owner: IVGID
Value: \$4.1M
Size: 21,000 SF
Delivery Method: CMAR
Role: PreConstruction Manager

Similarities: Tahoe Basin, Active Campus, IVGID



RENDERING



CURRENT

WILLIAM O'BRIEN (STEM) MIDDLE SCHOOL REPLACEMENT

Owner: Washoe County School District
Value: \$70.4M
Size: 180,147 SF
Delivery Method: CMAR
Role: PreConstruction Manager

Similarities: Gym, Active Campus

EXPERIENCE:



EDUCATION:

B.S. Civil Engineering,
 University of Nevada, Reno

CERTIFICATIONS:

LEED AP BD+C (USGBC)
 Certified Engineering Intern of the State of Nevada, OT5571
 American Society of Engineers
 First Aid/CPR

2. Key Personnel Qualifications



TESS ZINIO ^{CCM} Project Manager

As Project Manager, Tess will ensure the "big picture" outcomes of your project are achieved. She will manage adherence to scope and will be responsible for assisting in all aspects of pre-construction, construction, and close out. Tess will serve as the liaison between all parties involved in the construction process, overseeing all budget and schedule constraints. She is effective in creating a positive environment with both internal and external personnel, and is extremely well-versed in all phases of the construction process.

SIMILAR PROJECTS:



BURNT CEDAR SWIMMING POOL IMPROVEMENTS

Owner: IVGID

Value: \$4.1M

Size: 21,000 SF

Delivery Method: CMAR

Role: Project Manager

Similarities: Tahoe Basin, Active Campus, IVGID



SKY RANCH MIDDLE SCHOOL

Owner: Washoe County School District

Value: \$59.5M

Size: 189,000 SF

Delivery Method: CMAR

Role: Project Manager

Similarities: Gym



WILLIAM N. PENNINGTON ENGINEERING BUILDING AT UNR

Owner: State Public Works Division

Value: \$80.1M

Size: 100,114 SF

Delivery Method: CMAR

Role: Project Manager

Similarities: Active Campus, H+K

EXPERIENCE:

19

years total

8

years with CORE

8

years of CMAR

EDUCATION:

B.S. Business Administration and Marketing,
San Diego University

CERTIFICATIONS:

CCM (Certified Construction Manager)
Asbestos 16-Hour
OSHA 30-Hour
First Aid/CPR

2. Key Personnel Qualifications



JESSE MAXIM Superintendent

Jesse will bring 11 years of industry experience to the Recreation Center Expansion Project and will be responsible for all daily site supervision, coordination, and scheduling of all Trade Partners throughout construction and close out. He excels in problem solving and is proactive in the management of jobsite activities. Jesse is commended within our company for his hands-on skills and leadership in the field, serving as the liaison to our Trade Partners and ensuring all projects are completed to the highest quality standards and in a safe, efficient manner.

SIMILAR PROJECTS:



WILLIAM N. PENNINGTON ENGINEERING BUILDING AT UNR

Owner: State Public Works Division
Value: \$80.1M
Size: 100,114 SF
Delivery Method: CMAR
Role: Superintendent

Similarities: Active Campus, H+K



SOUTH TAHOE EVENTS CENTER

Owner: Tahoe Douglas Visitors Authority
Value: \$76.9M
Size: 138,550 SF
Delivery Method: CMAR
Role: Superintendent

Similarities: Tahoe Basin, Active Campus

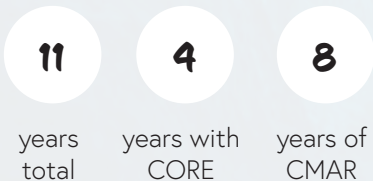


CM SERVICES FOR SWOPE MIDDLE SCHOOL

Owner: Washoe County School District
Value: \$35M
Size: 125,000 SF
Delivery Method: CM Services
Role: Superintendent

Similarities: Gym, Active Campus

EXPERIENCE:



EDUCATION:

B.S. Technology, Construction Management,
Western Nevada College

CERTIFICATIONS:

Sampling Density, Aggregate, and Standard Asphalt Certification (NAQTC)
 Troxler Certification
 American Concrete Institute Certification
 OSHA 30-Hour

2. Key Personnel Qualifications



JEFF KEMP Assistant Superintendent

Jeff will support Jesse in all daily site supervision, coordination, and delegation of all Building Partner trades. He will help monitor standard construction procedures and field operations, utilizing his experience on various recreation and community center projects. Jeff will assist once construction begins and remain involved through close out and warranty.

SIMILAR PROJECTS:



RENDERING



CURRENT

SOUTH TAHOE EVENTS CENTER

Owner: Tahoe Douglas Visitors Authority
Value: \$76.9M
Size: 138,550 SF
Delivery Method: CMAR
Role: Superintendent

Similarities: Tahoe Basin, Active Campus



BURNT CEDAR SWIMMING POOL IMPROVEMENTS

Owner: IVGID
Value: \$4.1M
Size: 21,000 SF
Delivery Method: CMAR
Role: Superintendent

Similarities: Tahoe Basin, Active Campus, IVGID



TAHOE LAKE ELEMENTARY SCHOOL MODERNIZATION

Owner: Tahoe-Truckee Unified School District
Value: \$42.3M
Size: 45,000 SF
Delivery Method: CM Services
Role: Superintendent

Similarities: Active Campus

EXPERIENCE:

11

years total

4

years with CORE

8

years of CMAR

EDUCATION:

B.S. Technology, Construction Management,
Western Nevada College

CERTIFICATIONS:

Sampling Density, Aggregate, and Standard Asphalt Certification (NAQTC)
 Troxler Certification
 American Concrete Institute Certification
 OSHA 30-Hour

THREE

Current Workload



3. Current Workload

a. Provide a list and a summary paragraph describing the firm's current workload, including a list of project names, associated contract values and rough percentage of completion.

Listed below are CORE's **seven (7)** current projects under pre-construction and construction with information requested above. The IVGID Recreation Center Expansion Project fits perfectly within the timing of our workload. Additionally, each of our team members listed in the previous section have been chosen not only for their applicable skill sets, but also for their timely availability.



PRE-CONSTRUCTION



WASHOE TRAINING CENTER
State Public Works Division

Contract Value: \$35M
Completion Date: January 2023



MOANA SPRINGS COMMUNITY AQUATICS AND FITNESS CENTER
City of Reno

Contract Value: \$40M
Completion Date: September 2022



FERNLEY HIGH SCHOOL GYM ADDITION
Lyon County School District

Contract Value: \$25M
Completion Date: July 2022



SOUTH LAKE TAHOE RECREATION/SWIM COMPLEX
City of South Lake Tahoe

Contract Value: \$48M
Completion Date: July 2022

CONSTRUCTION

SOUTH TAHOE EVENTS CENTER
Tahoe Douglas Visitors Authority

Contract Value: \$76.9M
Completion Date: January 2023



WILLIAM O'BRIEN (STEM) MIDDLE SCHOOL REPLACEMENT
Washoe County School District

Contract Value: \$70.4M
Completion Date: June 2023



EAGLE VALLEY MIDDLE SCHOOL
Carson City School District

Contract Value: \$12M
Completion Date: July 2022



FOUR

Project
Experience
(Similar
Projects)



4. Project Experience (Similar Projects)

- a. Include experience on up to five (5) projects of similar size and scope in either public or private sector. Include project name, project description, client references for each project (including contact name, address, and telephone), completion date, project budget, type of service provided, and other pertinent information.
- b. Include any applicable experience in the State of Nevada.
- c. Include a statement as to whether the proposed key personnel were involved in any of the listed projects.
- d. Specify the delivery method utilized for each of the listed projects. Relevant project experience may include projects using any delivery method, including without limitation, CMAR, Design-Build, Design-Assist, Negotiated, or Value-Engineered work.

Please refer to the following pages for five (5) similar projects to answer questions 4.a. - 4.d.



CORE
has completed
71
recreational
projects around the
country!

4. Project Experience (Similar Projects)

City of South Lake Tahoe

SOUTH LAKE TAHOE RECREATION/SWIM COMPLEX



South Lake Tahoe, NV

DESCRIPTION:

The South Lake Tahoe Recreation/Swim Complex project, currently under pre-construction, will include the new construction of a 60,000-square-foot indoor recreation facility. The facility will include an aquatic space (natatorium), fitness space, large gymnasium with multi-use courts, elevated running track, meeting and classroom space, multipurpose space, office space, a commercial kitchen, and food preparation areas. CORE will also perform MEP, civil work, landscape and hardscape, and more.

SIMILAR TEAM MEMBERS:

Seth Maurer | Travis Coombs | Michael Keller | Kurt Parriott

PROJECT SIMILARITIES:



TAHOE BASIN



RECREATION



CONTACT:

Jim Marino
Capital Improvements Manager
1740 D Street,
South Lake Tahoe, CA 96150
T: 530.542.6027

COMPLETION DATE: January 2023
(TBD)

PROJECT BUDGET: \$48M

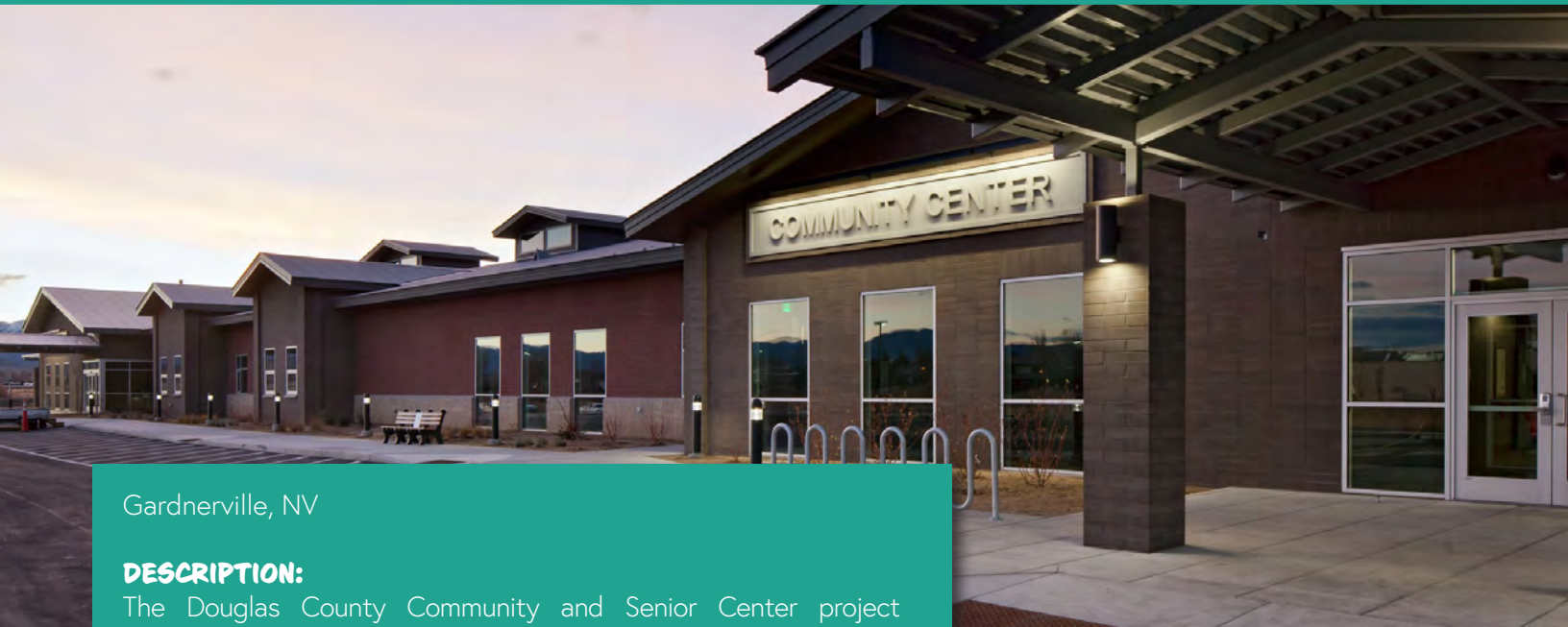
SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: CM Services

4. Project Experience (Similar Projects)

Douglas County

DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER



Gardnerville, NV

DESCRIPTION:

The Douglas County Community and Senior Center project included the new construction of a 83,225-square-foot community multipurpose facility. This facility functions as a senior center, dining facility, full commercial kitchen and athletic area. It features a gymnasium, racquetball courts, elevated indoor running track, and exercise area as well as exam rooms, adult daycare, preschool, administrative offices, a dining room and commercial kitchen. The project was constructed of a spread footing foundation with a concrete masonry unit, steel and wood structural frame. An exterior of a concrete masonry unit, metal siding and glazing and a corrugated metal, single-ply and skylight system roof completed the construction. The Douglas County Community and Senior Center integrates senior services and recreational activities for members of the community.

SIMILAR TEAM MEMBERS:

Seth Maurer | Travis Coombs | Michael Keller

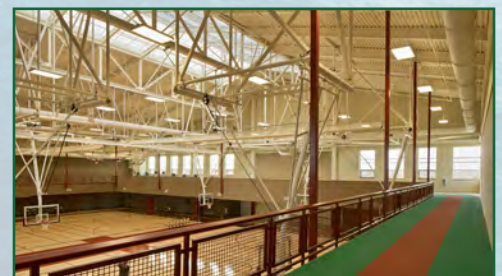
PROJECT SIMILARITIES:



RECREATION



NORTHERN NEVADA



CONTACT:

Scott Morgan
Director
1327 Waterloo Lampe Park
Gardnerville, NV 89410
T: 775.721.0091

COMPLETION DATE: October 2014

PROJECT BUDGET: \$16.9M

SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: Design-Build

4. Project Experience (Similar Projects)

Tahoe Douglas Visitors Authority

SOUTH TAHOE VISITORS CENTER



Stateline, NV

DESCRIPTION:

The South Tahoe Events Center, currently under construction for the Tahoe Douglas Visitors Authority, will include a new two-story, 138,550-square-foot arena. This structural steel building will consist of two floors: an event floor level and a suites and offices level, and will seat approximately 6,000 people. The arena will consist of structural concrete, structural steel, structural precast concrete, exterior finishes, roofing, interior finishes, specialties, equipment, and all MEP/S necessary for a complete, functioning building. This building will also include an owner installed ice hockey rink. The project is being constructed on the active Montbleu Hotel & Casino site and is subject to TRPA construction constraints.

SIMILAR TEAM MEMBERS:

Seth Maurer | Travis Coombs | Michael Keller | Jesse Maxim

PROJECT SIMILARITIES:



TAHOE BASIN



RECREATION



Current (in construction)

CONTACT:

Lew Feldman
TDVA Legal Council
169 Highway 50,
Stateline, NV 89449
T: 775.580.7431

COMPLETION DATE: January 2023
(TBD)

PROJECT BUDGET: \$76.9M

SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: CMAR

4. Project Experience (Similar Projects)

WINNEMUCCA BOYS & GIRLS CLUB



Winnemucca, NV

DESCRIPTION:

The Winnemucca Boys & Girls Club project included the new construction of a two-story, 36,224-square-foot rural community center. The facility supports the community and provides food services to local children. The project features an industrial kitchen, a gymnasium, classrooms, and administrative offices for staff. It was constructed of a cast-in-place concrete foundation, pre-engineered metal building and masonry structural frame, an exterior comprised of metal panels, masonry block and glazing, and a metal roof. Due to CORE's professional management services and responsible spending, over \$1.5 million was returned to the Boys & Girls Club of Winnemucca at the project's completion.

SIMILAR TEAM MEMBERS:

Seth Maurer | Travis Coombs | Michael Keller

PROJECT SIMILARITIES:



RECREATION



BOYS & GIRLS CLUB



CONTACT:

Chad Peters
Executive Director
PO Box 2274
Winnemucca, NV 89446
T: 775.420.8454

COMPLETION DATE: February 2017

PROJECT BUDGET: \$6.4M

SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: CMAR

4. Project Experience (Similar Projects)

Incline Village General Improvement District

BURNT CEDAR SWIMMING POOL IMPROVEMENTS



Incline Village, NV

DESCRIPTION:

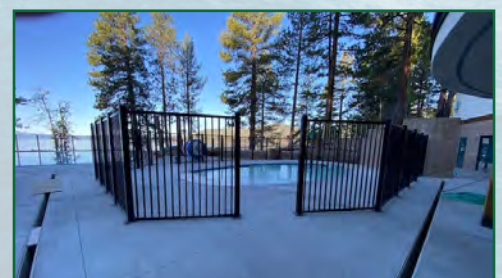
The Burnt Cedar Swimming Pool Improvements project, currently under construction for IVGID, will include the reconstruction of a private neighborhood pool facility with direct beach access on the East Shore of Lake Tahoe. The facility will include picnic areas, volleyball areas, a snack bar and swimming pools. The project will consist of demolition and replacement of the existing swimming and wading pools, pool mechanical equipment, pool deck, retaining walls, fencing and landscaping. Removal and reinstallation of existing slide and addition of water features at the wading pool is also included. A paved walking path along the shore line will be added, as well as furnished items such as pool covers and pool deck furniture.

SIMILAR TEAM MEMBERS:

Seth Maurer | Travis Coombs | Michael Keller | Kurt Parriott | Tess Zinio | Jeff Kemp (partially involved)

PROJECT SIMILARITIES:

- ✓ TAHOE BASIN
- ✓ RECREATION
- ✓ IVGID



CONTACT:

Kate Nelson
Senior Engineer
1220 Sweetwater Road
Incline Village, NV 89451
T: 775.298.9095

COMPLETION DATE: June 2022

PROJECT BUDGET: \$3.9M

SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: CMAR

FIVE

Past Performance



5. Past Performance

For each project listed under project experience (above) provide the following information:

- List the name, location, and a general description of each project.
- List your firm's record of cost performance (list contract award amount versus final construction cost). Explain any cost deviations.
- List your firm's record of schedule performances (list original schedule versus final completion date). Explain any schedule deviations.

Please refer below and to the following page for a list of projects listed in the previous section, with requirements listed above.

SOUTH LAKE TAHOE RECREATION/ SWIM COMPLEX City of South Lake Tahoe

LOCATION: South Lake Tahoe, NV

DESCRIPTION: Includes the new construction of a 60,000-square-foot recreation facility.

ORIGINAL COST: \$48,000,000

FINAL COST: TBD (on track)

DEVIATIONS: n/a

ORIGINAL SCHEDULE: January 2021 - January 2023

FINAL SCHEDULE: TBD (on track)

DEVIATIONS: n/a



DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER Douglas County

LOCATION: Gardnerville, NV

DESCRIPTION: Included the new construction of an 83,225-square-foot community multipurpose facility.

ORIGINAL COST: \$16,985,414

FINAL COST: \$16,985,414

DEVIATIONS: n/a

ORIGINAL SCHEDULE: June 2013 - December 2014

FINAL SCHEDULE: June 2013 - October 2014

DEVIATIONS: CORE completed the project two months ahead of schedule.



5. Past Performance

SOUTH TAHOE VISITORS CENTER

Tahoe Douglas Visitors Authority

LOCATION: Stateline, NV

DESCRIPTION: Includes the new construction of a 138,550-square-foot arena and multipurpose events center.

ORIGINAL COST: \$76,918,713

FINAL COST: TBD (on track)

DEVIATIONS: n/a

ORIGINAL SCHEDULE: March 2021 - January 2023

FINAL SCHEDULE: TBD (on track)

DEVIATIONS: n/a



WINNEMUCCA BOYS & GIRLS CLUB

Winnemucca Boys & Girls Club

LOCATION: Winnemucca, NV

DESCRIPTION: Included the new construction of a 36,224-square-foot rural community center.

ORIGINAL COST: \$6,416,782

FINAL COST: \$6,416,782

DEVIATIONS: n/a

ORIGINAL SCHEDULE: November 2015 - March 2017

FINAL SCHEDULE: November 2015 - February 2017

DEVIATIONS: CORE completed the project a month ahead of schedule.

BURNT CEDAR SWIMMING POOL IMPROVEMENTS

Incline Village General Improvement District

LOCATION: Incline Village, NV

DESCRIPTION: Includes the new construction of a 21,000-square-foot pool facility.

ORIGINAL COST: \$3,845,864

FINAL COST: TBD

DEVIATIONS: IVGID has added \$100.8k worth of scope to the project.

ORIGINAL SCHEDULE: May 2022 - June 2022

FINAL SCHEDULE: TBD (on track)

DEVIATIONS: n/a



SIX

Project Implementation Plan



6. Project Implementation Plan

a. Describe your approach to performing pre-construction services.

The foundation of a successful Construction Manager at Risk (CMAR) project is trust. With 13-years of successful CMAR project deliveries in the State of Nevada and over 120 CMAR projects completed, CORE has gained a solid reputation as a trusted construction partner.

CORE clearly understands the Incline Village General Improvement District's expectations for the CMAR and is dedicated to working with H+K Architects and all stakeholders to successfully complete the Recreation Center Expansion Project. We specialize in the pre-construction and construction of Municipal, State, and Government projects and all proposed team members have built projects of similar type, size, and scope, giving them a deep understanding of constructing the Recreation Center Expansion Project.

We believe in a seamless transition from pre-construction to construction. Our Project Manager, Tess Zinio, and Superintendent, Jesse Maxim, will be involved early in the pre-construction process to review the project documents on a regular basis, providing constructability feedback and insight. During pre-construction and construction, our team will look for unique features of work on the project, which are typically scope areas with high-risk potential. These unique features of work will be evaluated in several key areas such as safety, quality, constructability, sustainability, site logistics, and schedule. This joint review between pre-construction and construction professionals' results in a significant reduction of risk on your project and allows the Operations Team to hit the ground running once the work commences.

CORE's Pre-construction Department has a unique Mission:

"Provide leadership and professional service towards Best Value through: Accurate Estimates, Option Studies, Comprehensive Scheduling, and Trade Partner Relationships."

PRE-CONSTRUCTION CAPABILITIES:

BIM /VIRTUAL

- Clash Detection
- Laser Scanning
- 3D As-Built
- Drone Mapping
- 4D Scheduling
- 5D Estimating
- Preventative Maintenance

ON-SCREEN TAKEOFF

- Visual Representation of Assumptions
- Accurate Quantity Surveying compatible with Revit/CAD/PDF
- Quick Overlays showing changes

COLLABORATIVE DOCUMENT REVIEW

- Accessible Egnyte FTP site
- Dedicated Project Website with Procore
- Collaborative Document Review through Bluebeam
- Bluebeam Studio Online Document Team Review/Redlining

SITE SAFETY AND LOGISTICS – PRE-CONSTRUCTION INVESTIGATION

CORE's PreConstruction and Operations Teams have visited the Recreation Center site to perform a preliminary site condition assessment. If selected to be your CMAR, we will visit the site again to perform a more in-depth investigation of all existing conditions at the site including existing underground utilities (identified through the use of Ground Penetrating Radar (GPR)), a clear understanding of the parking requirements for the existing Recreation Center and adjacent tennis courts, and any other conditions that will impact the design or construction of the Recreation Center Expansion. One element of construction that is often under-appreciated and overlooked is how construction operations will impact the immediate and surrounding areas, and our team strives to gain as much intel as possible during this very important phase of pre-construction. This investigation will also allow us to understand and build your project virtually before anything gets constructed in the field.



6. Project Implementation Plan

Our team will collaboratively develop a Site Logistics Plan that will identify the safe ingress and egress routes for the construction personnel and visitors as well as the existing Recreation Center staff and visitors. The plan itself is a map of the project site, identifying the project limits and showing the location of key items such as jobsite office, temporary facilities, staging and storage area, dumpsters, parking, site entrances/exits, traffic flow and control, emergency evacuation routes and meeting areas, emergency access routes, off-limits/closed areas, overhead power lines, and dangerous underground utilities. Heavy equipment, trucking, deliveries, cranes, and construction parking/access are all items to be considered. Developing a plan and illustrating the plan so that it can be distributed and communicated amongst the project team is imperative to ensuring everyone's safety. A Preliminary Site Logistics Plan will be included in the bid packages so that the

prequalified Trade Partners bidding on the project will have a better understanding of the project site and existing building logistics. This plan will be considered a "living document" throughout the duration of the project and updated/amended as required per the current project needs then distributed to the project team. A current laminated copy of the plan will always be posted in the project field office and reviewed weekly at the Trade Partner meeting and the Owner meeting. Understanding that the site for this project is a very active campus, our team will carefully coordinate all construction boundary fencing, staging areas, and construction access routes with IVGID staff well in advance to ensure that the safety and security of the facility is maintained at all times. A sample site logistics plan is illustrated below for reference.

PHASE 1 LOGISTICS

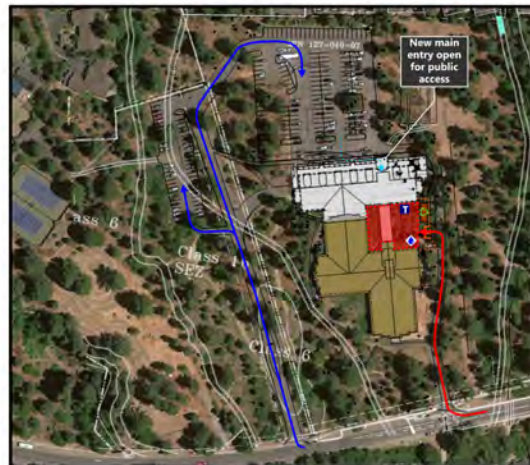


Construction Start: May 2023

*Coordinate all project deliveries with CORE Superintendent, Jesse Maxim | (775) 525-5757.
*No on site parking.

IVGID Recreation Center Expansion - PHASE 1 Recreation Center Expansion
Site Logistics

PHASE 2 LOGISTICS



Construction Start: May 2024

*Coordinate all project deliveries with CORE Superintendent, Jesse Maxim | (775) 525-5757.
*No on site parking.

IVGID Recreation Center Expansion - PHASE 2 Connector Corridor & Courtyard Construction
Site Logistics

Legend | Activities

- Construction Entrance
- Construction Fence
- Dumpster / Recycle
- First Aid
- Construction Limits
- Temporary Toilets
- Pedestrian Traffic
- Public Traffic
- Construction Traffic
- ADA Access
- Wash Down / Wash Out Area
- Trailer Area
- Trailer
- Lay Down Area
- Flagger



06-09-2022

CMAR SELECTION

In preparation of this proposal and for, hopefully, the second step presentation / interview, CORE has tapped into the resources of our team who have constructed multiple complex additions and Recreation Centers in the northern Nevada region. Coupled with our past performance on various recreation center projects and our successful history of building in the Tahoe Basin, this real time experience of our proposed team will provide tremendous value to H+K and IVGID during the Planning and Construction Phases of the Recreation Center Expansion.

Tying in milestone construction activities put together by our Operations Team, within the confines of the construction duration provided by IVGID, our team has begun to create an initial high-level schedule. Finally, utilizing all the information known and discovered from our recent site visit and visualization efforts, CORE's pre-construction team will put together a detailed conceptual cost estimate. This estimate is a considerable investment into the project, as it takes time, effort, and Trade Partner coordination to pull together this information in the level of detail and accuracy expected at CORE.

6. Project Implementation Plan

PRE-AWARD

Once selected for the project, CORE will participate in a project kick-off meeting. Ideally, CORE will have an opportunity to schedule several follow up meetings, including a site visit and in-depth discussion with the Design Team and IVGID staff. The information gathered from these meetings will allow CORE to update the conceptual estimate. CORE uses this revised conceptual estimate to help inform the Client, Design Team and end users what the initial building and site program will cost in relation to the available budget. Budget verification is critical to starting off the design process with an understanding of what flexibility, if any, is available given the project budget. This is the most efficient time to right-size the project's program, prior to significant design efforts by the team. CORE believes reconciliation of this estimate with the team's original budget assumptions will bring clarity and trust to the process, allowing the entire team to progress into design with everyone in total alignment.

LATE SCHEMATIC DESIGN THROUGH DESIGN DEVELOPMENT

Once the initial budget verification is completed, CORE will work side-by-side with H+K Architects through the Schematic Design (SD) and Design Development (DD) Phases. The Schematic Design Phase is critically important to the CMAR process, as this phase lays the groundwork for the success of the entire project. Being able to make well informed, critical project decisions at the early stages is the most efficient from both schedule and cost standpoints. It also allows the expectations of the project to be properly aligned so that the team avoids disappointment downstream. There are several major pre-construction milestones during this phase:

- Existing Recreation Center Investigations
- Existing Recreation Center Facility Mapping
- Underground Utility Options Studies
- Life Safety System Options Studies
- Structural Systems Options Studies
- Mechanical System Option Studies
- Plumbing/Waste Piping Options Studies
- Trade Partner Fair

Beyond the existing site investigations, this early stage of design is the optimal time to define the structural, plumbing, and mechanical systems more clearly for the facility. CORE's in-house building systems experts as well as our key Trade Partners will work alongside the engineers and the rest of the team to develop a high level of understanding and detail of these potential systems. Understanding of the building structure and mechanical systems at this stage is key to understanding how much of the budget can be focused on form and function.

In this post-pandemic marketplace, lead times for construction materials and equipment have presented a significant challenge to the schedule of every project. CORE's PreConstruction Team will analyze the various materials and equipment being considered for the project to determine if any lead times may not be in alignment with the scheduled completion. Understanding that the Recreation Center Expansion Project has a non-negotiable completion milestone of December 2024, the project may warrant an early procurement GMP for long lead materials and equipment including roofing, steel decking, some structural steel members, and electrical switch gear and distribution boards (if applicable based on final design). CORE's Director of PreConstruction, Michael Keller, performs regular analyses of the marketplace to ensure that we are consistently informed of current trends. A sample market analysis report is below for reference:

POST PANDEMIC SUPPLY CHAIN SHOCK		SUPPLY CHAIN		A FEW KEYWAYS THIS ROLE HELPS OUR TEAMS:			
CONCRETE MASONRY UNIT	12 weeks	18 weeks	CHANGE: 2 WEEKS / 50%	DRYWALL	12 weeks	18 weeks	CHANGE: 4 WEEKS / 200%
REINFORCING STEEL	12 weeks	18 weeks	CHANGE: 4 WEEKS / 50%	ACOUSTICAL PRODUCTS	12 weeks	18 weeks	CHANGE: 4 WEEKS / 50%
STRUCTURAL STEEL	12 weeks	18 weeks	CHANGE: 1 WEEK / 50%	RESILIENT FLOORING	12 weeks	18 weeks	CHANGE: 2 WEEKS / 50%
METAL JOIST	12 weeks	18 weeks	CHANGE: 2 WEEKS / 50%	CARPET FLOORING	12 weeks	18 weeks	CHANGE: 2 WEEKS / 50%
METAL DECK	12 weeks	18 weeks	CHANGE: 10 WEEKS / 70%	EPOXY COATINGS	12 weeks	18 weeks	CHANGE: 4 WEEKS / 100%
METAL PANELS	12 weeks	18 weeks	CHANGE: 4 WEEKS / 100%	PLUMBING FIXTURES	12 weeks	18 weeks	CHANGE: 2 WEEKS / 50%
STOREFRONT SYSTEM	12 weeks	18 weeks	CHANGE: 3 WEEKS / 50%	HVAC EQUIPMENT	12 weeks	18 weeks	CHANGE: 3 WEEKS / 50%
EPS SYSTEM	12 weeks	18 weeks	CHANGE: 2 WEEKS / 50%	ELECTRICAL EQUIPMENT	12 weeks	18 weeks	CHANGE: 4 WEEKS / 50%
RIGID INSULATION	12 weeks	18 weeks	CHANGE: 4 WEEKS / 100%	LIGHTING FIXTURES	12 weeks	18 weeks	CHANGE: 4 WEEKS / 50%
BATT INSULATION	12 weeks	18 weeks	CHANGE: 4 WEEKS / 100%	GLASS	12 weeks	18 weeks	CHANGE: 2 WEEKS / 50%
WATERPROOFING	12 weeks	18 weeks	CHANGE: 4 WEEKS / 100%	ROOF INSULATION	12 weeks	18 weeks	CHANGE: 24 WEEKS / 400%
METAL STUDS	12 weeks	18 weeks	CHANGE: 2 WEEKS / 50%	MINERAL WOOL INSULATION	12 weeks	18 weeks	CHANGE: 22 WEEKS / 300%

Well in advance of procuring Trade Partner bids, CORE will host a Trade Partner Fair for this project to create a broad. This event will provide an overview on CORE, the CMAR process, and the project. Our team will make a concerted effort to connect with local Incline Village and Tahoe Basin Trade Partners to ensure that they are provided the opportunity to build the projects in their community. Before and after the presentation, CORE staff will meet with the Trade Partners to discuss how they can become involved in the pre-construction process and how/when to prequalify for the project.

6. Project Implementation Plan

Finally, CORE will prepare the first formal pre-construction deliverable for the project. This deliverable is truly a collaborative effort from the work product of many individuals from CORE's PreConstruction, Operations, Virtual Construction and Communications Departments. This deliverable will include, but not be limited to:

- Detailed Cost Estimate
- Basis Of Estimate
- Building Design Analysis Report
- Reconciliation Report
- Value Engineering Log
- Project Schedule
- Enumeration Of Documents
- Constructability / Bidability Comment Log
- Risk Identification And Mitigation Report

Constructability/biddability plan reviews, mitigation planning, as well as other safety and quality focused efforts will be performed. In addition, the DD cost estimate update will be based on gathering multiple points of data from Trade Partners as well as CORE's own cost database. If applicable, these costs will be reconciled with IVGID's third-party cost estimator prior to presentation to IVGID.

IN-PERSON TRADE FAIR



VIRTUAL TRADE FAIR



50% CONSTRUCTION DOCUMENTS

CORE aims that by this phase all major cost issues have been addressed through bid options and/or value engineering process in the Schematic Design and Design Development Phases. There are opportunities for potential cost creep through accurate detailing and discipline coordination efforts, which CORE will stay on top of through extensive investigations, frequent meetings and living cost estimate updates. CORE's Virtual Construction Department will be putting final touches to the Building Information Model (BIM) and virtual mockups and any visualization models for Trade Partners.

At 50% Construction Documents (50% CD), there should be enough information and detail to allow the team to finalize the draft construction schedule and construction plan for the project. This will involve significant coordination and buy in with IVGID and end user(s). Feedback from Trade Partners on material lead times, construction logistics and available manpower will all be considered to better ensure the information is biddable and realistic.

CORE will present a 50% CD deliverable that includes a formal cost estimate update, along with our Quality, Schedule, Trade Partner, Document Review and Risk Analysis reporting. This is realistically the last opportunity to make significant adjustments to the project design should costs be determined to be above budget. A check on market conditions and adjusting escalation for the next twelve months is critical to protect against bid overruns.

100% CONSTRUCTION DOCUMENTS

Costs should be well understood and managed within budget by the 100% Construction Documents Design Phase. However, CORE will thoroughly review the documents one more time to pick up any remaining cost items that have evolved through detailing and coordination with remaining disciplines. CORE's focus at this phase is preparing for the Trade Partner procurement phase of the project. Major pre-construction milestones include the following:

- Final bidability review of documents
- Publish legal ad in local publications
- Publish ads for prequalification in other construction specific media
- Develop Trade Partner scopes of work and bid forms
- Finalize construction contract terms (less final GMP value)

TRADE PARTNER PROCUREMENT

- On a date mutually agreed to by the team, CORE will issue the Invitation to Bid (ITB) for all trades and the Request for Proposals (RFP) for the trades valued at 1% or greater. These documents will include instructions to bidders, links to bid documents and supplementary documents, CORE's proposed construction schedule, trade specific scopes of work, and trade specific bid forms.
- CORE will host an on-site pre-proposal meeting shortly after the ITB and RFP are issued. This meeting will allow the Trade Partners an opportunity to walk the site with CORE staff, ask pertinent questions as to the bidding process and better understand the topography and utility conditions that they will be taking on.
- Trade Partner RFIs will be due shortly after the pre-proposal meeting to allow H+K Architects an acceptable amount of time to address them with a final addendum before the bid due date.

6. Project Implementation Plan

- Trade Partner proposals will be received on the bid due date, at which time they will be opened in front of a representative from IVGID and H+K. This information will be tallied and provided to IVGID with electronic copies of the received proposals as backup. Immediately after the bid opening the team will begin to schedule descope meetings spanning the following two weeks (or as necessary). CORE will then submit the formal 1% Trade Partner list to IVGID within the time period prescribed by NRS.

Over the next several days, CORE will finalize the Guaranteed Maximum Price (GMP) documents. These documents serve as a draft submission until a time can be scheduled with IVGID to present the information formally and address any comments, questions and/or concerns that may arise from a large, complicated construction project. CORE will then make any revisions necessary and resubmit to IVGID in advance of the Board of Trustees meeting.



b. Describe your subcontractor qualification process.

TRADE PARTNER PREQUALIFICATION

Rather than relying on if Trade Partners will come to CORE and resting on the laurels of past successful projects, our PreConstruction Team takes a proactive approach to the proper research, outreach, and prequalification of each Trade Partner for every project. CORE philosophically believes that as the Construction Manager it is our responsibility to identify and educate properly licensed and qualified Trade Partners interested in pursuing public sector work on the delivery method and on the project. CORE follows the prescriptive prequalification processes identified in NRS, which is intended to be an inclusive process. Furthermore, CORE goes above the minimum requirements for posting the project to better assure that Trade Partners know and understand the timeframe and expectations associated with the project. CORE utilizes multiple platforms and online postings in building trade groups such as Building Connected, Dodge, and Construction Notebook, as well as hosts live Trade Partner fairs. Through the steps identified and described above, CORE will ensure that a minimum of five Trade Partners are prequalified in every trade, with an internal goal of seven or more.

After the development of the project details and schedule, CORE will advertise for applications for qualification from Trade Partners. The deadline for application submissions will be the day prior to issuing the RFP. CORE will advertise in the local newspaper as well as any other means deemed necessary by the project team. CORE maintains an active database of public sector, prevailing wage, union, and non-

union, qualified contractors to whom we will solicit the applications for qualifications. Additionally, CORE hosts regular and often project-specific Trade Partner fairs to help generate excitement about projects and to educate local Trade Partners about the qualification process. The content of the application will follow the outline set forth in NRS 338.1699, and the score will be based upon the following criteria:

- Monetary limit of the applicant's NSCB license
- Financial ability to perform
- Ability to obtain necessary bonding required by IVGID
- Safety program and safety record
- If the applicant has breached a contract within five (5) years
- If the applicant has been disciplined or fined by the NSCB or any other agency
- Performance history
- Principal personnel
- If the applicant has been disqualified from award of a contract
- The truthfulness and completeness of the application

On the due date specified in the advertisement for applications for qualification, CORE will score each application based on the criteria listed above and provide IVGID with the list of qualified and unqualified Trade Partners. CORE welcomes any input that IVGID has regarding this phase of the project and will accommodate suggestions.

6. Project Implementation Plan

c. Describe how you will involve subcontractors in the pre-construction process.

CORE utilizes qualified, public sector Trade Partners throughout the pre-construction process to assist with multiple aspects of the project. First, CORE recognizes these Trade Partners are the experts in their respective fields. Not taking advantage of this knowledge would lessen the value of the pre-construction process. Secondly, CORE realizes that there is value in gathering multiple points of data before we report to our Client and Design Team. Having these multiple points of view is critical in providing substantiation to the data presented and developing Trust. The four main areas of input are: **QUALITY, SAFETY, SCHEDULE, and COST.**

QUALITY

Trade Partner input on documents from Schematic Design through Permit sets is vitally important for developing an appropriately biddable and constructible set of plans and specifications that can be bid fairly and competitively. Additionally, we take advantage of our Trade Partners' expertise in assisting with identification and mitigation of potential existing conditions through physical investigations. Finally, Trade Partner input on material selection is extremely valuable. They understand current lead times (which are a very real issue in today's market) and may have true constructability substitution recommendations to provide to the team that can be vetted early, prior to GMP.

SAFETY

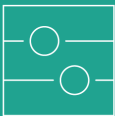
Trade Partners hold a critical stake in construction activities and site safety, particularly on active campuses like the IVGID Recreation Center. CORE involves Trade Partners early in developing project specific safety plans that provide input and ownership of jobsite safety.

SCHEDULE

While CORE Project Managers and Superintendents are qualified and experienced builders, Trade Partners understand their specific real-time market conditions better than anyone. CORE's Operations Team builds the initial schedules, but look for Trade Partner feedback and support regarding material lead times, durations, manpower availability, etc. CORE works hand in hand with Trade Partners in helping to make sure that our schedules are built so that CORE can deliver our projects on time, every time.

COST

Trade Partners are the primary stakeholders that determine the value of work, and we would be negligent if we did not consult with these professionals about the cost of work through the pre-construction process. While CORE develops detailed, independent opinions of probable cost for the value of construction at every phase of the project, CORE uses information provided by multiple Trade Partners in each trade to help inform and adjust unit rates and unique features of the work. This helps ensure that the project can be delivered within budget. Additionally, Trade Partners are valuable sources of information for Value Engineering ideas and Options Studies. Finally, CORE will seek feedback on RFP Scopes of Work from Trade Partners prior to formal submission for public bidding. This helps make sure that there will be fewer exclusions and surprises and ensures a more even playing field.



d. Describe how you will obtain subcontractor bids (in accordance with CMAR General Conditions Section 3.17 and with Nevada Revised Statutes Sections 338.16991 and 338.16995).

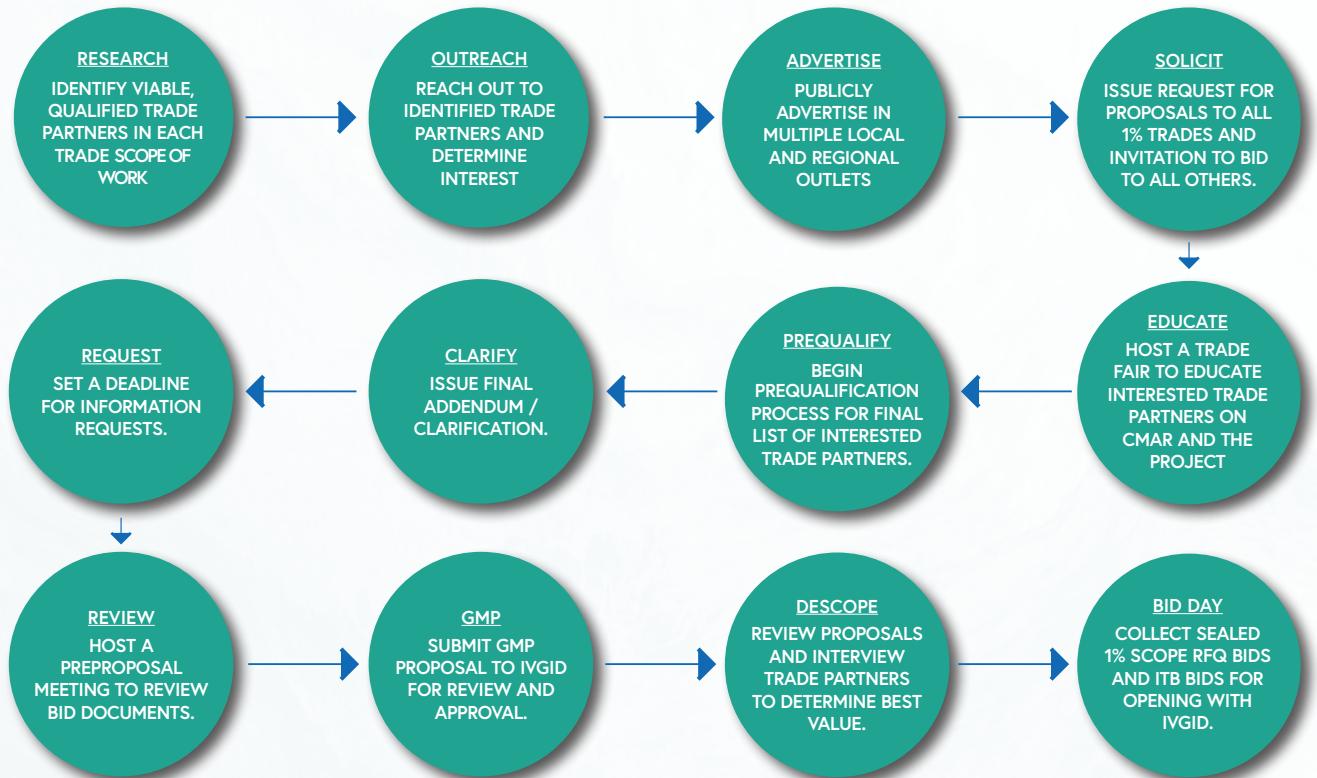
TRADE PARTNER PROCUREMENT

After the Construction Documents phase is complete, CORE will begin the statutory requirements for Trade Partner procurement on public works CMAR projects. We are confident that our process for final Trade Partner procurement will both meet the statute and provide the transparency necessary to reach Best Value for IVGID.

CORE, having successfully completed over 120 public sector CMAR projects in the state of Nevada, is well versed in the statutory process and procedures of prequalifying and procuring Trade Partners. CORE has developed a 12-Step Process that begins 30 days after award of the project and ends at the successful deliverance of the Guaranteed Maximum Price (GMP) proposal. These steps are outlined briefly in the graphic on the following page.

6. Project Implementation Plan

12-STEP SELECTION PROCESS



CORE will submit the Request for Proposals (RFP) to prequalified Trade Partners not less than 10 days after posting the legal ad in a local newspaper. CORE's issued RFP will describe the Work, estimated budget, bid packages, timeframes, wage requirements, bid requirements such as bonding and insurance, and all other legal requirements associated with NRS 338.16995. In addition to the RFP document, CORE provides a bid form, required to be included with all sealed submissions, as well as detailed trade scopes of work. These additional documents describe exactly what should be included and excluded in each bid package which helps level the bidding process before proposals are ever received. This leads to less work on the back end and a higher degree of confidence from all parties involved that scope gap and double up are significantly reduced. The RFP process lasts a minimum of 21 calendar days, however, it can oftentimes be longer depending on the complexity of the project and the flexibility of the project schedule.

Within this RFP timeframe, CORE will manage issuance of Clarifications, Addenda, coordinate RFIs, site visits and any applicable, preproposal meetings. CORE's team is in constant communication with prospective bidders to make sure that their needs are met, increasing the quantity of Trade Partners responding as well as the quality of the proposals received. The end of the RFP process is signified with a Bid Opening with the Client present. CORE opens the sealed 1% scope of work proposals with the Client, recording appropriate information

and creating a record copy for the Client. At the end of this meeting, CORE begins the descopeing process to prepare for the 1% listing which is submitted no more than 10 working days after the bid opening.

The descopeing process is typically handled in tandem with the PreConstruction and Operations Teams over the course of the 10 days prior to the listing deadline. PreConstruction reviews the bid forms and Trade Partner clarifications for completeness, identifying possible scope questions to address during an in-person meeting between CORE and the Trade Partners. This information is identified and catalogued in CORE's estimating workbooks and relayed to the rest of the CORE team. CORE's Operations Team will typically interview two to four Trade Partners in each major trade, discussing items such as logistics, manpower, schedule commitments, material lead times, quality, and safety programs as well as possible scope clarifications, and/or other questions raised through the proposal review process. Through this process CORE's team identifies, the Trade Partners deemed to be of Best Value for the project.

CORE will submit the proposed 1% Trade Partner list, prior to finalizing the GMP, to the Client for review. Once this listing is submitted, CORE will complete the GMP proposal in a timely fashion and present the final schedule, price, and clarifications to the Client, negotiating any final terms and conditions prior to contract.

SEVEN

Safety Program



7. Safety Program

a. Provide a summary description of your safety programs.



FROM CORE'S CEO, JIM JACOBS:

"Nothing is more crucial than the safety of our Employees, Building Partners, and Clients. The protection of people, property, and environment is a core value of our business philosophy. Our daily goal is to send everyone home safely, and we plan and manage for that. We recognize we are accountable for protecting people and developing our safety culture around the importance of this foundational imperative."

CORE's dedication to safety starts with national leadership. CORE's approach to construction centers around Operational Excellence (OpEx), a trademarked program developed by CORE's CEO. OpEx includes six priorities: Safety, Quality, Schedule, Cost, Trade Partners and Client. Safety is always at the top as our #1 priority, and a project cannot be considered a success if safety is not achieved first and foremost. Safety efforts as they pertain to programming and implementation are led by National Director, John Laporte, who visits all our projects nationwide on a regular basis. John's energy, compassion and sincerity is truly infectious with all our personnel, and he repeatedly inspires our people to achieve safety excellence. John empowers each of our site personnel to become a part of CORE's Safety Team, which in turn integrates Trade Partners into our safety program.

Below is a summary of how safety is dispersed throughout our company and projects through training, collaboration, and innovation:

SAFETY TRAINING

- All project site supervisors are OSHA 30 trained. They are experienced in identifying existing and predictable hazards and are empowered to eliminate and mitigate unsafe conditions and behaviors.
- Site specific safety orientation is required for all Trade Partners, who are required to review and sign off on a detailed, project-specific safety plan at the commencement of construction.
- Interactive safety workshops are facilitated regularly for our Employees, Building Partners, and Clients to communicate CORE's safety culture and expectations.
- Our safety program is led by our national and local safety professionals who support and educate for continuous safety improvement. A Continuous Improvement Committee meets regularly to review and evaluate safety data on each project.

COLLABORATION

- Every trade is required to provide a Daily Activity Hazard Analysis (DAHA), which breaks down each task, makes considerations of potential hazards, and develops a plan to mitigate any hazards to perform the job safely.
- Risk Management committees meet regularly to review lessons learned, develop new safety processes, and identify solutions for both common and unique safety challenges.
- Supervisor Training in Accident Reduction Techniques (START) meetings are hosted regularly for our all CORE project employees and our Trade Partner Supervisors.

INNOVATION

- CORE's on-sight management conducts daily safety observations through Predictive Solutions, as further described in the next section. This allows the team to collect, track, and analyze leading indicators to implement procedures for preventing injuries before they occur.
- National and local Stand Downs are held to reinforce all workers' focus is on safety. This creates a sense of ownership within our workforce and reinforces managements and supervisors' commitment to safety.

OUR CULTURE OF TEAM & TRUST: UNWAVERING & COMPREHENSIVE TRUST

Every person at CORE shares a common commitment to our culture. This shared commitment allows each team member to embrace an unwavering, comprehensive Trust in one another and the overall team itself. Built upon this foundation of Team and Trust, we do not leave it to just one person to lead our safety efforts, but instead hold the entire team accountable. CORE empowers every member of our field staff to think of themselves as our Safety Team.

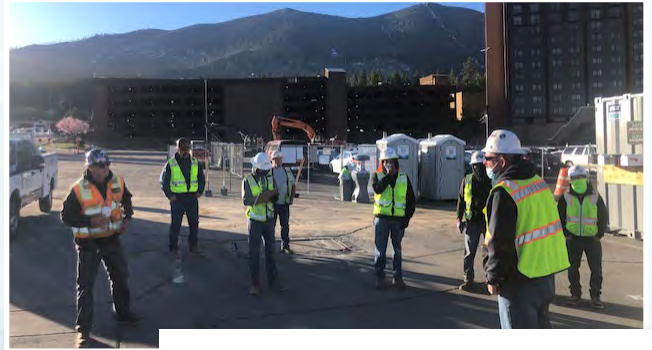
7. Safety Program

CORE'S CULTURE OF ZERO

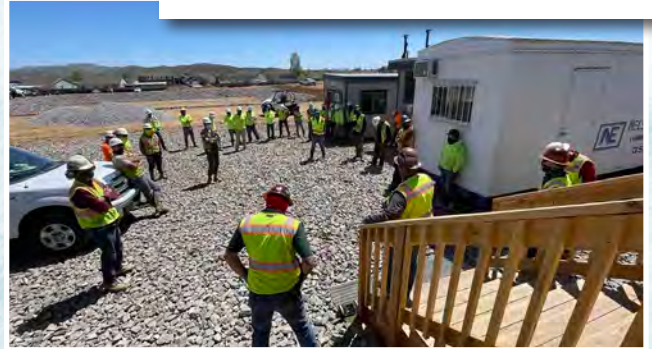
CORE's Safety Culture is designed around the belief that all accidents and incidents are preventable, and this makes the figure of zero the ONLY acceptable number when it comes to CORE's jobsite safety. Zero is the CORE Standard: Zero Incidents | Zero Accidents.

CORE'S CULTURE OF ALL IN

CORE's safety motto is "ALL IN". Since our field personnel also serve as our Safety Team, we require ALL Superintendents, Assistant Superintendents, Project Managers, Assistant Project Managers and Laborers to use a mobile safety inspection application called Predictive Solutions (PS). PS is installed on every field personnel's smart device, and every team member is required to perform at least one inspection a week, and preferably one inspection a day depending on their project's size. The data gathered through the application is consolidated into one comprehensive and real-time project safety report which is reviewed by CORE's Continual Improvement Committee. This committee meets regularly to review inspection data, incident reports and identify training needs which may include the implementation of new safety initiatives. The Continual Improvement Committee, based upon this data, awards, and recognizes one jobsite team a month for their dedication to safety.



ON SITE SAFETY MEETINGS



CORE'S ALL IN TRADE PARTNER SAFETY PROGRAM

If CORE's team encounters a Trade Partner safety violation or deficiency, a copy of the completed Predictive Solutions report is emailed out to that Trade Partner's Safety Director, Foreman, Superintendent and sometimes even the Owner. Depending on the severity of the violation, we may require a Trade Partner to respond in writing as to how they plan to remedy the situation. This constant review of our jobsites keeps safety at the forefront of everyone's mind and reinforces our commitment to safety to our partners.

CORE'S ALL HANDS SAFETY PROGRAM

In addition to Predictive Solutions, CORE mandates weekly ALL Hands safety meetings led by our project management staff as well as Trade Partner supervision. All agendas are supported by our National Safety Director, John Laporte, as well as the numerous publications and products offered by the Nevada Chapter Associated General Contractors (AGC) Safety and Health Services. At the jobsite meetings, we always provide a new safety training session for all on-site workers regarding a relevant topic applicable to the current on-going or yet to be started work on the site, such as scaffold awareness before masonry starts going vertical.

b. Provide your safety record for the last five (5) years.

CORE has maintained a 0.65 Experience Modifier Rate (EMR) in the past five years. Additionally, we have been named "Safest Contractor of the Year" every year since 2011 by the Nevada Chapter of AGC, as seen on the following page.

YEAR	EMR	RECORDABLE INCIDENTS	RECORDABLE INCIDENT RATE	LOST TIME INCIDENT RATE
2022	0.63	0	0.00	0.00
2021	0.62	0	0.00	0.00
2020	0.61	0	0.00	0.00
2019	0.68	0	0.00	0.00
2018	0.71	0	0.00	0.00

EIGHT

Miscellaneous Submittal Requirements



8. Miscellaneous Submittal Requirements

a. CMAR shall include a copy of their current Certificate of Eligibility (Exhibit C).

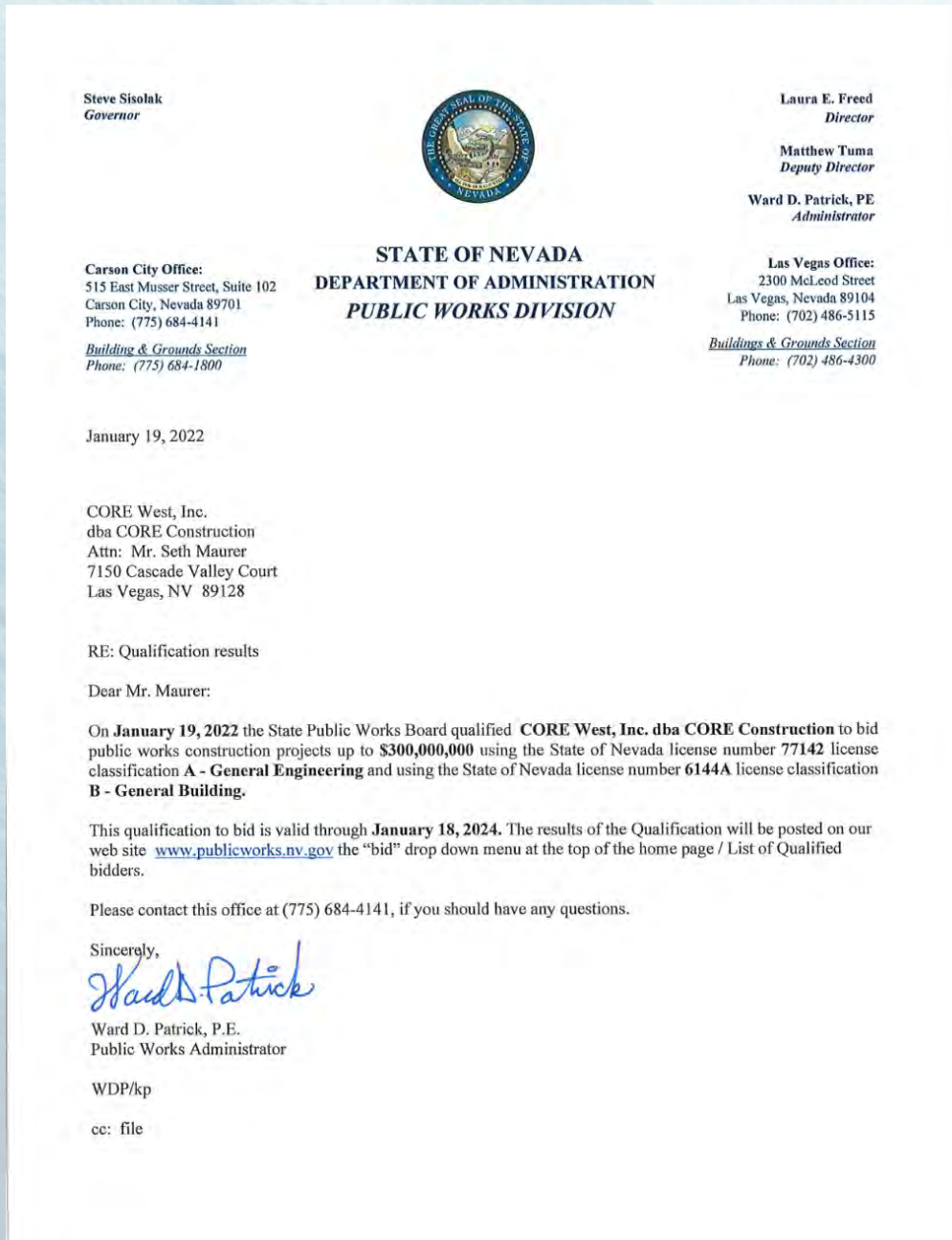


b. CMAR shall include a copy of their current Nevada Contractor's License.



8. Miscellaneous Submittal Requirements

- c. CMAR shall include a copy of their current a Qualified Bidder Status letter (per NRS 338.1379).



- d. CMAR shall submit a statement as to whether their firm has been found liable for breach of contract with respect to a previous project, other than breach for legitimate cause, during the five (5) years preceding the date of this Request for Proposals.

CORE has never been found liable for breach of contract with respect to a previous project.

- e. CMAR shall submit a statement as to whether his firm has been disqualified from being awarded a contract to Nevada Revised Statutes Sections 338.017 or 338.13895.

CORE has never been disqualified from being awarded a contract.

NINE

Insurance and Bonding Capacity



9. Insurance and Bonding

- a. **Submit evidence of ability to obtain all insurance as stipulated in the CMAR General Conditions of the Contract.**

Please refer to the following page.

- b. **Submit evidence of the financial capability of your bonding company.**

Please refer page 34.

- c. **Submit evidence that your bonding company is listed by the United States Treasury.**

CORE's bonding company is listed in the Department of Treasury's listing of Certified Companies. You can find this information online at www.fiscal.treasury.gov.

- d. **Submit written certification or other appropriate evidence from your bonding company confirming that your firm will have bonding capacity if this project, estimated at the value listed in Article 1 of this Request for Proposals, is added to your current and anticipated workload.**

Please refer to page 34.

- e. **Submit evidence that your firm is covered by workers' compensation insurance as stipulated in the CMAR General Conditions of the Contract.**

Please refer to the following page.



LANDER COUNTY RECREATION CENTER

9. Insurance and Bonding

INSURANCE CERTIFICATE

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 02/23/2022
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

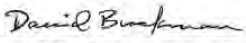
PRODUCER 1-469-430-1450 Glenn Allen Insurance and Surety Brokers, LLC 5205 McClellan Dr Frisco, TX 75036	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIG # INSURER A: Arch Insurance Company 11150 INSURER B: Starr Indemnity and Liability Company 38318 INSURER C: Arch Indemnity Insurance Company 30830 INSURER D: Arch Specialty Insurance Company 21199 INSURER E: INSURER F:
INSURED CORE West, Inc., 7150 Cascade Valley Ct Las Vegas, NV 89128	

COVERAGES CERTIFICATE NUMBER: 64574152 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	41PKG8896113	03/01/22	03/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	X	41PKG8896113	03/01/22	03/01/23	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			1000584947221	03/01/22	03/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			44WC18946713 (AOS) 41WC18896013 (FL)	03/01/22 03/01/22	03/01/23 03/01/23	<input checked="" type="checkbox"/> WC STATUS: <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll Liability			CPP0060180-05	03/01/22	03/01/23	\$5M Claim/\$10M Agg 250,000SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of Coverage Only.

CERTIFICATE HOLDER CORE West, Inc. 7150 Cascade Valley Ct Las Vegas, NV 89128 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

ACORD 25 (2010/05) jgurney1 64574152 © 1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

9. Insurance and Bonding

BONDING LETTER/EVIDENCE



Insurance and Surety Brokers
T: 469-430-1450

June 9, 2022

Bree Waters, Project Manager
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451

RE: IVGID Project No. 4884BD2201 | Recreation Center Expansion Project

Dear Mrs. Waters and Selection Committee Members,

CORE Construction (CORE) bonds are written through a co-surety arrangement with Travelers Casualty and Surety Company of America (Travelers) and Liberty Mutual Insurance Company (Liberty).

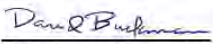
CORE has advised Travelers and Liberty of their desire to perform construction services for your captioned project. Travelers has enjoyed a relationship with CORE for over 40 years. During our relationship we have provided any bid, performance and payment bonds that they have required. We have bonded significant individual projects for CORE and they are certainly qualified to perform contracts such as yours worth \$25 million, as they have bonding capacity of \$400 million per single project and \$1.5 billion in the aggregate. This is not to be construed to be a maximum, but rather working parameters. CORE has always met their contractual obligations and we believe there is not a higher quality firm you could choose to work with.

Should CORE be awarded a contract on this or any of your projects and be required to provide performance and payment bonds for same, and should contractor so request, we would be in position to provide such bonds, subject to a favorable review of the final bond forms, contract documents and specifications and usual underwriting requirements at the time.

In addition, both Travelers and Liberty are licensed to do business in all states and Travelers has an A.M. Best Co. rating of A++ XV while the Liberty A.M. Best rating is A XV.

Sincerely,

Travelers Casualty and Surety Company of America
Liberty Mutual Insurance Company

By: 
David Buckman, Attorney-in-Fact

Agent Contact Information:
David Buckman, President, Glenn Allen Insurance and Surety Brokers
5205 McClellan Dr., Frisco, TX 75036 | T: (469) 430-1450



CORE

5330 Reno Corporate Drive
Reno, NV 89511

www.coreconstruction.com



Recreation Center Expansion Youth & Teen

PROPOSED PROGRAMMING AND OPERATIONAL PLAN

Hours and Days of Operation: Monday through Friday 6am – 7pm, and as needed on weekends for special programming

Staffing: The Youth Center will be efficiently staffed with trained IVGID and BGCNLT professionals. One Site Director will always be present along with a Front Desk Coordinator/Receptionist to welcome guests, answer questions for visitors, and check in children during program hours. During program times and when children are present, IVGID and BGCNLT adheres to a 20 to 1 child to staff ratio, only utilizing fully trained, background checked, paid youth development professionals to lead programming and supervise youth. Although volunteerism is encouraged with the organization, programming does not rely on volunteer support to operate activities.

THE VISION - IVGID PARKS & RECREATION PROGRAMMING AND BOYS & GIRLS CLUB OF NORTH LAKE TAHOE

The proposed Recreation Center provides an opportunity to enhance and expand the successful programming models now offered by the IVGID Parks & Recreation and the BGCNLT. Growing the existing relationship between the two entities will better serve the community while creating a sustainable model that increases our reach while providing mutual success and measurable results.

For BGCNLT, the proposed Recreation Center expansion will offer a youth centered building that houses out-of-school time programs for children in elementary school through high school. Aside from sports leagues and gymnastics, the building will also house Boys & Girls Club enrichment and recreational activities for youth that are safe, fun, and inclusive. Members will participate in programs that can be generally categorized into 5 core areas:

- Education and Career Development
- Health & Life Skills
- Sports, Fitness & Recreation
- The Arts
- Character and Leadership Development

These programs will be offered year-round in before-school and after-school programs, during holiday breaks and in the summertime through day camps and specialty camps in alliance with the IVGID Parks & Recreation team. There will also be opportunities for family engagement and collaborative events as the space and programming allows.

Child safety guides most design decisions both for a Boys and Girls Club facility and programs. Facilities themselves must adhere to strict safety guidelines that allow for open sight lines throughout the building, secure entrances and exits that both limit the general population from mingling with youth during program hours and allows for proper youth attendance data to be collected daily. The facility should also be welcoming and accessible for all youth abilities and family circumstances.

While safety is the most important factor in program and facility design, both should be appealing to youth, house up-to-date technology and equipment, be relevant, versatile, and clearly be a space designed, furnished, and outfitted for youth. When kids walk into this space, they should know and feel like it was made for them. The hope is that the space, staff, and programming will foster a sense of belonging for each child who walks through the doors.

SAMPLE PROGRAMMING

Below are examples that we currently have in mind for programming. This list and schedule will constantly be analyzed, added to, and altered to best fit the needs of youth in the area and to most efficiently utilize the space to provide youth with constructive activities and programs.

TODDLERS	PROGRAM	PROPOSED HOURS/LOCATION	TEAM
	Tiny Timber	Mornings/ Gymnastics Studio	IVGID Youth Sports
	Ninja Gymnastics	Mornings/ Gymnastics Studio	IVGID Youth Sports
	Kid Zone	Mornings/Youth Center	Fitness, Health & Wellness

YOUTH	PROGRAM	PROPOSED HOURS/LOCATION	TEAM
	Before School	6am – 8:30am/Youth Center	BGCNLT
	After School	2pm – 6pm/Youth Center	BGCNLT
	Various Youth Sports	Evenings/Multi Use Gym	IVGID Youth Sports
	Gymnastics	Evenings/ Gymnastics Studio	IVGID Youth Sports

TEENS	PROGRAM	PROPOSED	TEAM
	Before School	6am-8:00 am/Youth Center	BGCNLT
	After School	2 pm-6 pm/Youth Center	BGCNLT
	Performing Arts	Various/ Youth Center/Multi-use gym	BGCNLT
	Community Service Club	2 pm – 6 pm/Youth Center	BGCNLT
	Tutoring/homework help	2 pm- 6pm, as needed/ Youth Center	BGCNLT
	Various Teens Sports Programs	Various/Multi-use gym	IVGID Youth Sports

ENHANCED MULTIGENERATIONAL PROGRAMMING

While the Youth Center will primarily be utilized for youth programming, the following programs will benefit from the expanded space, when available. The proposed expansion also affords the opportunity to simultaneously reconfigure areas of the existing Recreation Center providing for enhanced utilization and benefit to adults and seniors.

ADULTS	PROGRAM	PROPOSED	TEAM
	Personal Training	Mornings/Multiuse Gym	IVGID Fitness Health & Wellness
	Wellness Through the Arts	Midday/Activity Center	IVGID Fitness Health & Wellness
	Tai Chi	Mornings/Multiuse Gym	IVGID Fitness Health & Wellness
SENIORS	PROGRAM	PROPOSED HOURS	TEAM

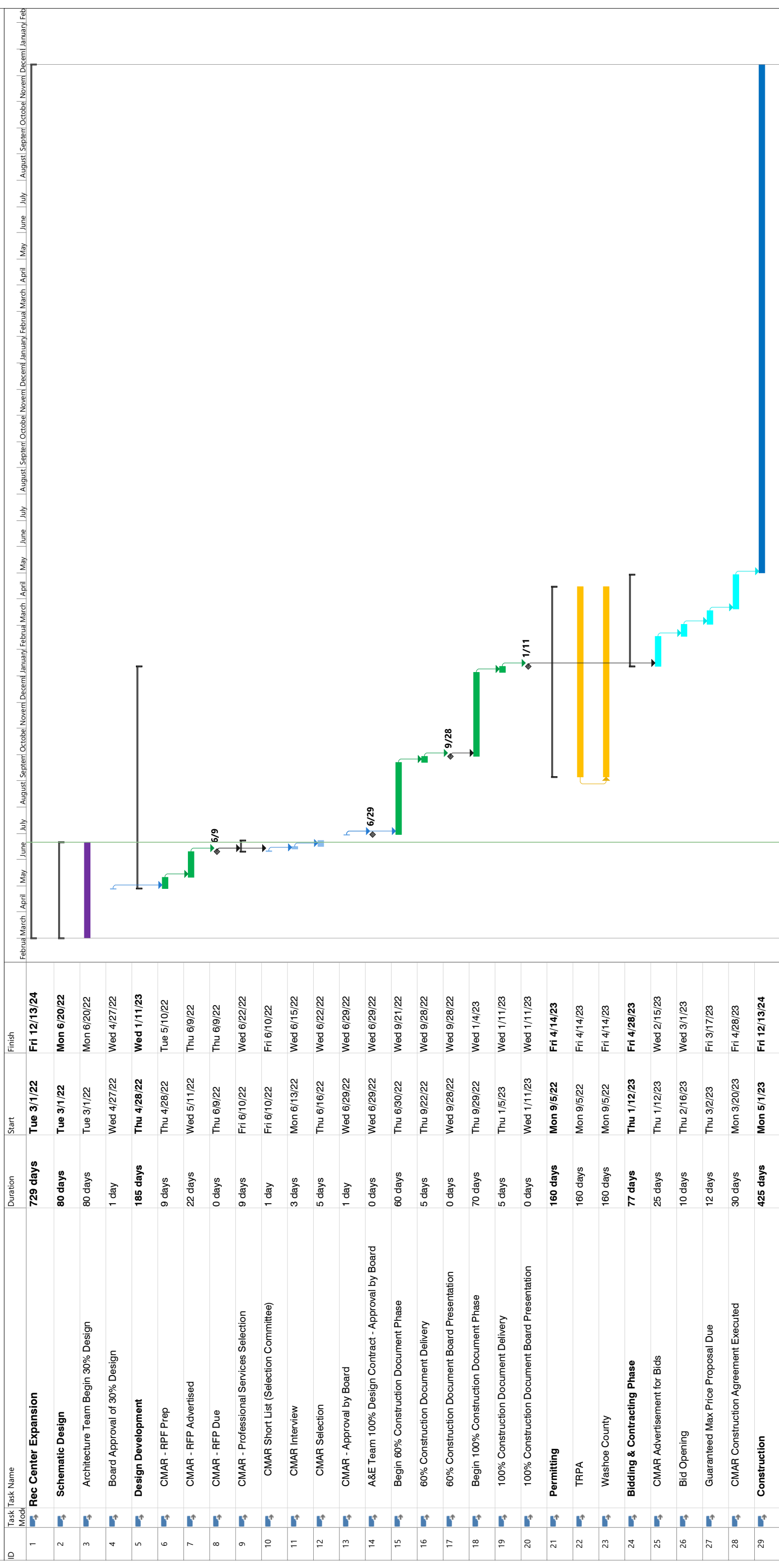
Conversation Café	Morning/Activity Center	IVGID Senior Programs
Board Games	Mornings/Activity Center	IVGID Senior Programs
Vets Club Meetings	Mornings/Activity Center	IVGID Senior Programs
Book Club	Mornings/Activity Center	IVGID Senior Programs
Presentations	Mornings/Activity Center	IVGID Senior Programs
Technology classes	Mornings/Activity Center	IVGID Senior Programs

SUSTAINABILITY

BGCNLT intends to support the operational piece of the Youth Center with a multi-pronged fundraising approach that relies on a mix of diverse revenue streams. BGCNLT will utilize its fundraising professionals, strong leadership, and dedicated Board of Directors to seek support from individual donors, foundations, government agencies, key partnerships, and event revenue.

BGCNLT has a long history of partnering with organizations and local agencies to best utilize resources to serve local youth and families. Since 1998, BGCNLT has served families in the North Lake Tahoe/Truckee region and become a trusted partner to various entities and agencies in the region. For example, The North Tahoe Public Utility District has contracted BGCNLT for the last 20 years to run all youth recreation programming in their district. BGCNLT has also partnered with the Truckee Tahoe Airport District for STEM and aviation programming and been a close partner with the Tahoe Truckee Unified School District to provide before and afterschool programming on four of the district’s campuses. In the last five years, the Club has worked closely with the Dave & Cheryl Duffield Foundation to create and run the BGCNLT Duffield Youth Program in Incline Village to serve elementary aged children with out of school time programs. The program currently operates out of Incline Elementary School with an annual budget of \$400,000, which BGCNLT manages, operates, and continues to develop. This proven history of partnering, fundraising, and garnering support will greatly assist the Youth Center’s operation and development in Incline Village.

Rec Center Expansion Project Timeline



Project: Rec Center Expansio
Date: Tue 6/21/22

Task: Split Milestone

Summary: Project Summary Inactive Task

Inactive Milestone: Inactive Summary Manual Task

Duration-only: Manual Summary Rollup Manual Summary

Start-only: Finish-only External Tasks

External Milestone: Deadline Progress

Manual Progress

Page 1

PRELIMINARY ESTIMATE - RECREATION CENTER EXPANSION PROJECT: Operations and Maintenance Costs

Existing Recreation Center (s.f.)	37,000	53%
Proposed Expansion (s.f.)	33,000	47%
New Recreation Center (s.f.)	<u>70,000</u>	100%

Operations:
 Staffing: 3.0 FTE
 Operations and Maintenance proportionate increases
 Utilities Proportionate increase with adj. for pool
 Insurance Broker estimate
 Start-up (One-time)

FY2022/23

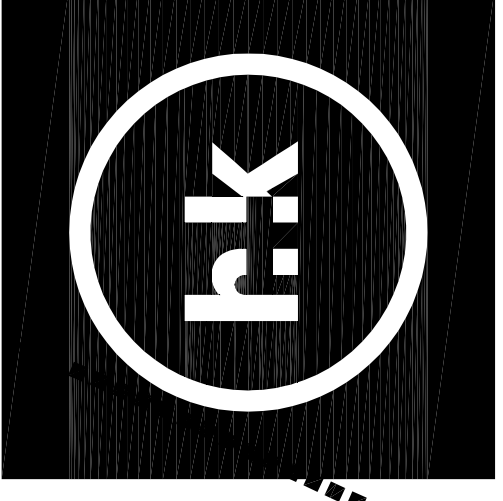
	Budget Recreation Center	Incremental Operations	Projected Operations	Wages	Benefits Total
Fund 350 - Recreation					

EXPENSES

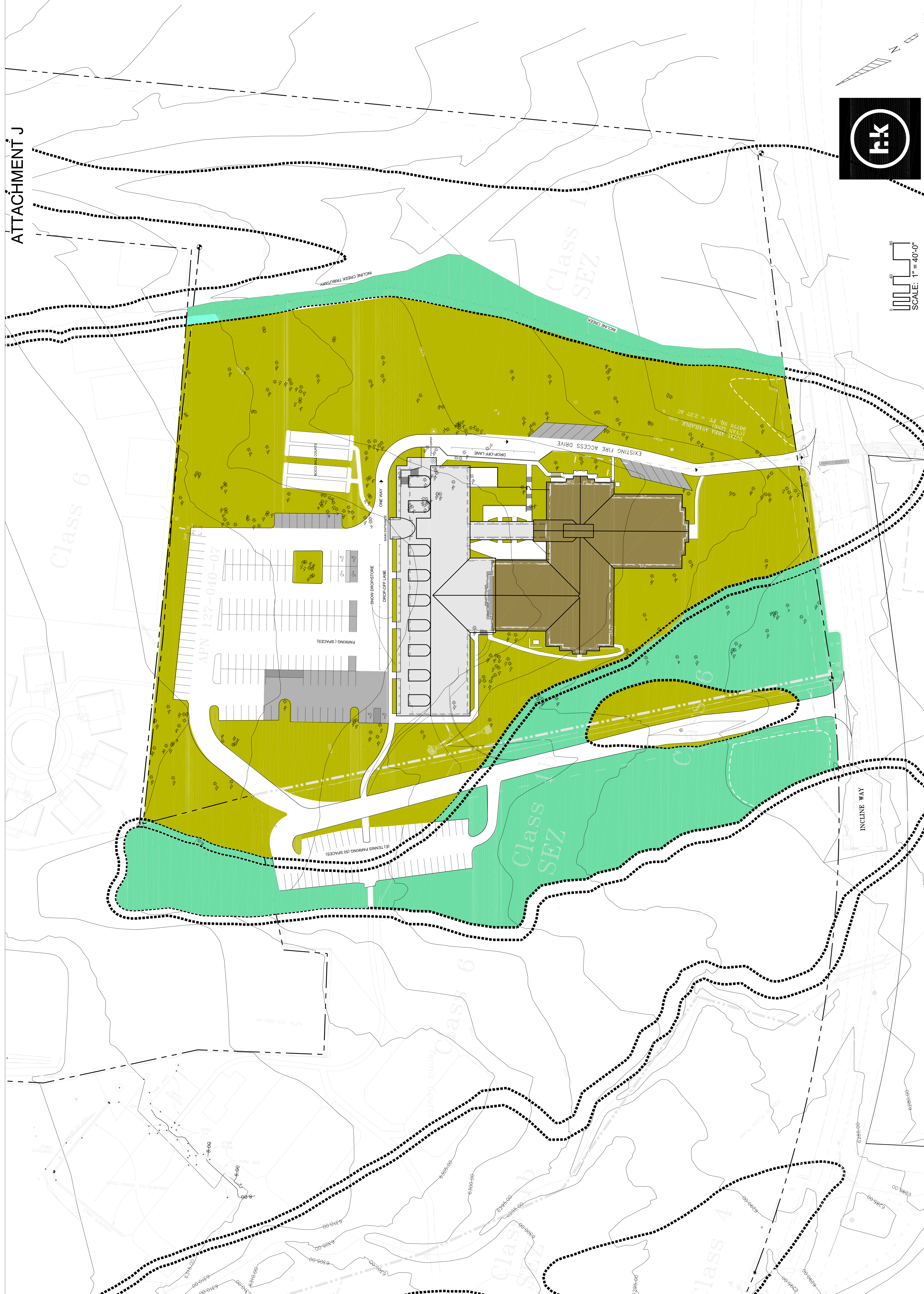
Personnel Costs					
Wages	262,375	72,920	335,295	Building Maintenance (0.5 FTE)	16,920
Fringe Benefits	104,102	6,580	110,682	Rover (2 Part-Time) - Hourly	56,000
<i>Sub-Total Personnel Costs</i>	<u>366,477</u>	<u>79,500</u>	<u>670,590</u>		<u>72,920</u>
		22%			6,580
<i>Services and Supplies</i>					
Computer & IT Small Equip	1,050		1,050		
Computer Supplies			-		
Contractual Services	60		60		
Dues & Subscriptions	2,100		2,100		
Employee Recruit & Retain	1,050		1,050		
Operating	51,000	20,400	71,400	40% of existing budget	
Uniforms	1,700	800	2,500		
Permits & Fees	2,050		2,050		
Postage	450		450		
R& M General	65,950	29,678	95,628	45% of existing Reparis and Maint Budget	
R&M Preventative	420		420		

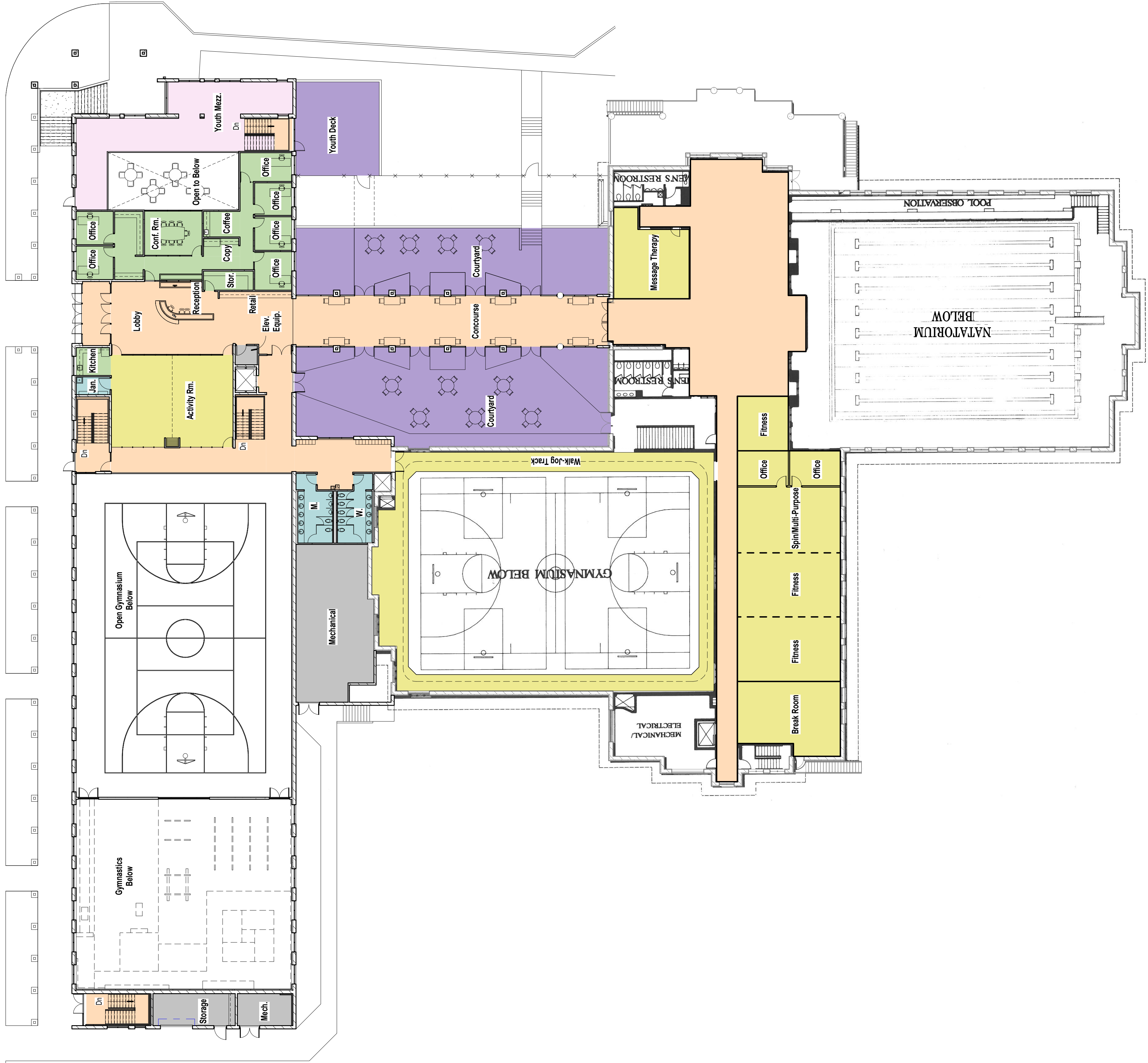
ATTACHMENT I

Snow Removal	7,400		7,400	
Janitorial	80,900	44,495	125,395	50% of existing + 10% inflation adj.
BLDGS Maintenance Services	150,860	60,344	211,204	40% of existing Bldg. Maint.
Security	5,160	-	5,160	
Training & Education	2,000		2,000	
Travel & Conferences			-	
Total Services and Supplies	372,150	155,717	527,867	
		42%		
<i>Insurance</i>				
General Liability	60,900	54,000	114,900	Broker estimate
		89%		
<i>Utilities</i>				
Electricity	45,025			
Heating	28,600			
Water & Sewer	20,725			
Trash	6,665			
Internet	-			
Cable TV	4,755			
Telephone	16			
Total Utilities	105,786	47,487	153,273	67% of current budget (excl. estimate of Pool costs)
		45%		
<i>Cost of Goods Sold</i>				
Food	13,600			
Merchandise for resale	17,600			
Personal Services Contracts	4,000			
Cost of Goods Sold	35,200	-	35,200	
<i>Debt Service</i>	2,229			
Total Expenses	942,742	336,704	1,279,446	
		36%		



SCALE: 1" = 40'-0"





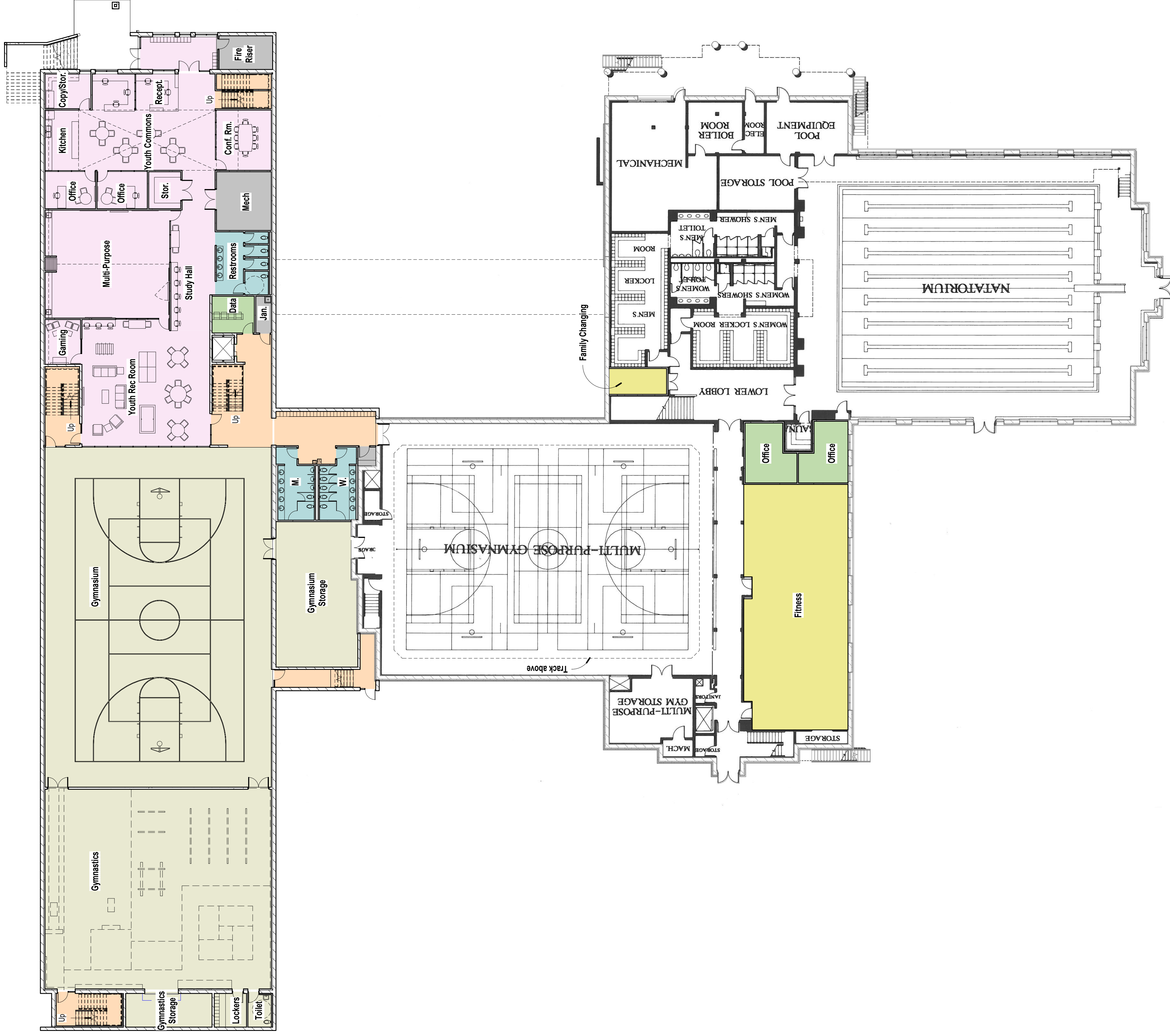
Department Legend

- Administration
- Circulation
- Mechanical
- Outdoor Spaces
- Recreation *
- Restrooms
- Youth Center

- * Recreation Activity Room
 - Senior Programs
 - Martial Arts
 - Dance
 - Tai Chi



Upper Level Floor Plan



Department Legend

- Administration
- Circulation
- Gymnasium*
- Mechanical
- Recreation
- Restrooms
- Youth Center**

- * Gymnasium
- Tiny Timbers (Day)
 - Youth (Afternoon)
 - Open Gym (Evening)
- ** Youth Center
- Kid Zone/Preschool (Day)
 - Youth Programs (Afternoon)



Lower Level Floor Plan







