

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

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

SUBJECT: Reimbursement Agreement for replacement of a section of waterline within Ponderosa Ranch Road

DISTRICT STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: June 29, 2022

I. RECOMMENDATION

That the Board of Trustees:

1. Approve a Reimbursement Agreement (Attachment A) for replacement of a section of waterline within Ponderosa Ranch Road; Fund: 200 Utility; Vendor: Nevada Pacific Consulting, in the amount of \$47,702.50, plus a \$2,000 contingency.
2. Authorize amending the current FY 21-22 CIP budget, establishment of a new project within Fund: 200 Utility in the amount of \$49,702.50.
3. Authorize Staff to execute the Reimbursement Agreement based on a review by General Counsel.

II. DISTRICT STRATEGIC PLAN

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

- 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 IVGID’s current facilities, and upgrade equipment on a regular schedule.

- Comply with regulatory requirements, industry standards, and District policies

III. BACKGROUND

The current development being proposed at 1100 Ponderosa Ranch Road has a requirement to meet 1,500 gpm of water for 2 hours in order to meet North Lake Tahoe Fire Protection District's fire suppression requirements. To provide this level of service, the current 6" waterline will need to be upgraded to an 8" waterline.

Ponderosa Ranch Road is currently served via a 6" steel waterline dating back to the original development of Incline Village in the late 1960s/early 1970s, and has had many repairs over the years. Just since January of 2020, our Pipeline crew has responded to this area 11 times and fixed a total of 16 leaks. The photo below left is of a section of line adjacent to the proposed new construction, and shows the multiple repair clamps used to control leaks in this area. The vicinity map below right shows the proposed extents of the waterline replacement (highlighted area).



Based on information from Pipeline Staff, Engineering has identified this waterline as one to be replaced as part of a future CIP Waterline Replacement project; however, this particular project is still a few years out in budget planning.

PW Staff recommends entering into a Reimbursement Agreement with the developer of the project, Nevada Pacific Consultants, for a 50/50 cost share of the work. This Agreement will benefit both parties by providing savings to the District through the 50/50 cost share, replacing a section of failing original waterline ahead

Review, discuss, and possibly approve Reimbursement Agreement for Replacement of a Section of Waterline within Ponderosa Ranch Road, Fund: 200 Utility; Vendor: Nevada Pacific Consulting, in the amount of \$47,702.50; plus, a \$2,000 contingency.

of schedule, utilizing a qualified contractor that is already on site, and allowing the proposed development to occur.

The developer will be responsible for implementing the work, and PW Staff will inspect the work to ensure it is being completed in accordance with IVGID construction standards and specifications.

In accordance with Board Policy 3.1.0., 0.15, Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

IV. BID RESULTS

Nevada Pacific Consulting has secured a contractor for the proposed development and, as part of the work, the construction estimate to replace and upgrade 477 linear feet of failing waterline, including the required traffic control, is \$95,405.00 (Attachment B).

V. FINANCIAL IMPACT AND BUDGET

As the need for this work was identified after the completion of the FY 22-23 CIP budget, this project is currently unbudgeted. PW Staff is recommending that the current year CIP budget be amended and new project created within Fund 200 Utility, in the amount of \$49,702.50.

VI. ALTERNATIVES

Re-allocate funding from FY22-23 Water Operating budget 200-22-240. Staff does not recommend utilizing funds from the Water Operating budget early in next fiscal year as these funds are intended for other purposes.

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 – Draft Reimbursement Agreement
- B – Peavine Construction Cost Estimate

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT**

1. PARTIES AND DATE.

This Reimbursement Agreement is made and entered into this ____ day of _____, 202__, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **Nevada Pacific Consulting, LLC**, a Domestic Limited-Liability Company, with its principal place of business at 956 Lakeshore Boulevard, Incline Village, Nevada (“Applicant”). The District and Applicant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Applicant. Applicant will cause to be constructed, at its sole cost and expense, an 8” ductile iron pipe watermain and appurtenances thereto on, over, and across that property as shown in Exhibit A. Applicant has requested, and District is willing to provide, reimbursement of a portion of the cost of replacing 477 linear feet of existing 6” waterline with new 8” waterline, plus appurtenances, in order to meet requirements of the North Lake Tahoe Fire Protection District for new development being proposed at 1100 Ponderosa Ranch Road (the “Project”). Said improvements will be approved by District as having been constructed in the appropriate size and dimension to meet the needs of District and Applicant as set forth in this Agreement.

2.2 District. District is a general improvement district organized under the laws of the State of Nevada, with the power to construct or acquire improvements and/or facilities pertaining to storm drainage, flood control, sanitation, recreation, water, and fire protection, among other things, and to furnish services pertaining to said improvements and/or facilities. Pursuant to this power, Applicant has requested, and District is willing to provide, reimbursement of a portion of the cost of the Project to the extent the District is receiving a benefit from the Applicant’s construction of the Project.

3. TERMS.

3.1 Reimbursement. District agrees that Applicant is entitled to reimbursement for a portion of the cost of constructing that part of the Project which benefits District. It is hereby agreed that the costs of construction of the Project totals Ninety-Five Thousand Four Hundred and Five Dollars (\$95,405.00), and that District’s share of said Project cost to be reimbursed to the Applicant is **Forty-Seven Thousand Seven Hundred and Two Dollars and Fifty Cents (\$47,702.50)**. Said reimbursement amount due from District to Applicant has been calculated by Applicant’s Contractor’s Bid dated May 11, 2022 (Exhibit B). Upon completion of the Project, Applicant will provide notice to District concerning the due date of the reimbursement payment as set forth in Section 3.3 of this Agreement. District agrees to make said reimbursement payment to Applicant by the due date and in the manner set forth in the notice provided to District pursuant to this Section.

3.2 Term. It is understood and agreed by the Parties that no reimbursement shall be made to Applicant after the expiration of one year from the date of this Agreement, at which time this Agreement shall terminate and be of no further effect unless the Parties have, by mutual written consent, extended the term of this Agreement if necessary to complete the Project.

3.3 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, P. E.

Applicant

Nevada Pacific Consultants
956 Lakeshore Blvd.
Incline Village, NV 89451
Attn: Janey John

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.

3.4 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 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.

3.6 Entire Agreement; Amendment. This Reimbursement Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

3.7 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.9 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. 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.

3.10 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.

3.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.12 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.

3.13 Authority to Enter Agreement. Applicant 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.

3.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.15 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.

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

CONTRACTOR:
NEVADA PACIFIC CONSULTANTS, LLC
Agreed to:

By: _____
Brad B. Underwood, P. E.
Director of Public Works

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.



NOTES:
 1. DIMENSIONS SHALL MEET A.D.A. & THE AMERICANS WITH DISABILITIES ACT (A.D.A.) REQUIREMENTS.
 2. SIGN POSTS SHALL BE SET IN SIDEWALK, 12" BEHIND THE.

JOB NO.: 21-115
 DATE: 05-20-2022
 DESIGNED: DMH
 DRAWN: DMH
 CHECKED: JEC

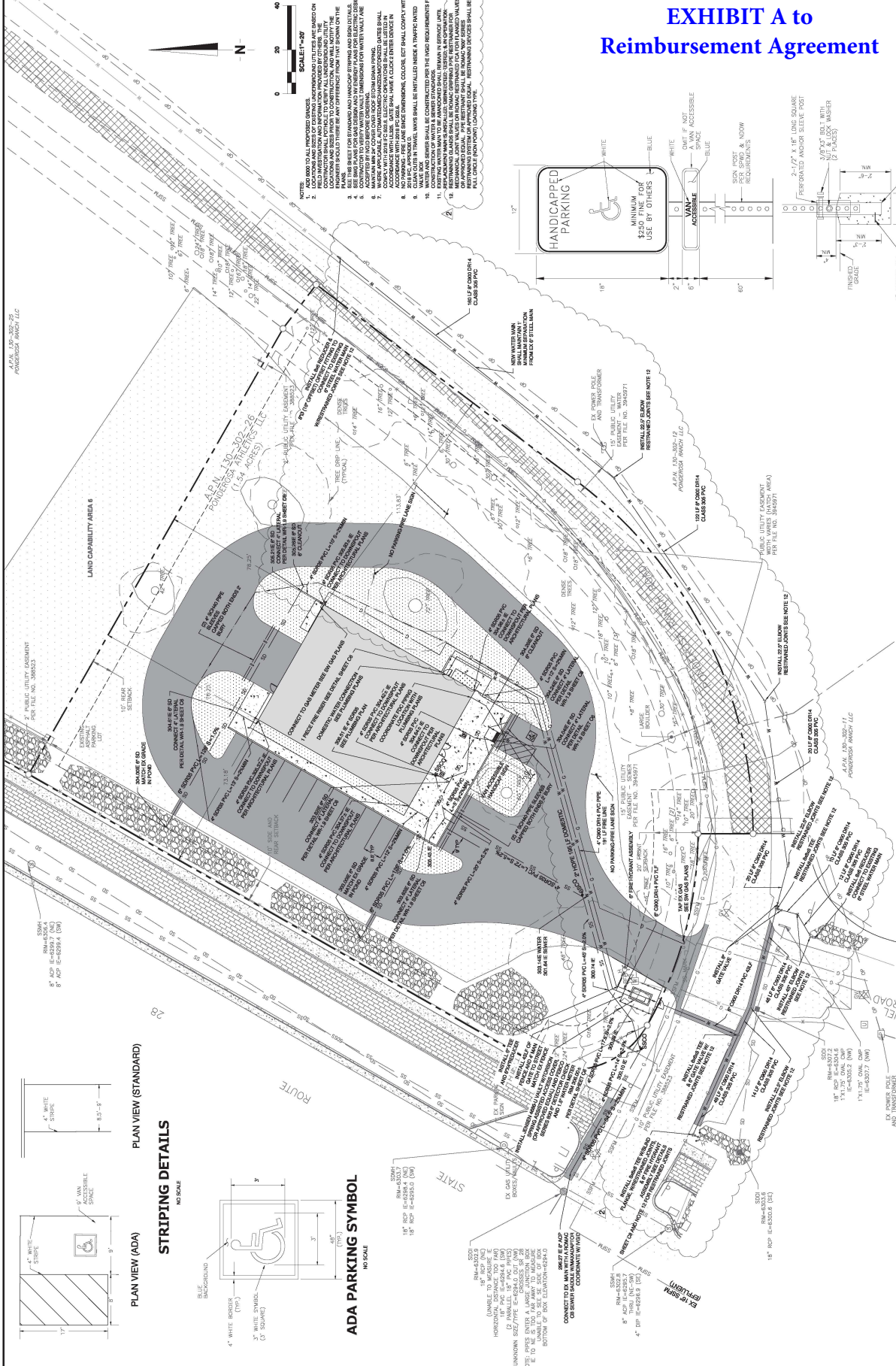


UTILITY & STRIPING PLAN
PONDEROSA GYM
 APN 130-302-26
 INCLINE VILLAGE, NEVADA

DATE	REVISION
05-20-2022	REVISIONS PER REVIEW COMMENTS
	REVISION 2

RCI
Resources • Environmental Services
 Carson City
 340 N. Morrison St.
 Carson City, NV 89703-4152
 775-888-1800
 www.rci-nv.com
 Lake Tahoe
 276 Kingsbury Circle, Ste 206
 South Lake Tahoe, NV 89450
 775-588-7500

EXHIBIT A to Reimbursement Agreement



POST FOOTING
 NOTES:
 1. POSTS SHALL BE SET 2" BEHIND CONCRETE SIDEWALK.

