

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, discuss and possibly approve a Professional Services Contract for preparation of Risk and Resilience Assessments and Emergency Response Plan – Fund: Utilities; Division: Public Works Water; Vendor: Farr West Engineering in the amount of \$19,000

DATE: December 1, 2020

I. RECOMMENDATION

That the Board of Trustees makes a motion to authorize a Professional Services Contract for preparation of Risk and Resilience Assessments and Emergency Response Plan – Fund: Utilities; Division: Public Works Shared; Vendor: Farr West Engineering in the amount of \$19,000.

II. BACKGROUND

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law; section 2013(a) of the Act amends Section 1433 of the Safe Drinking Water Act (SDWA). This section requires community (drinking) water systems (CWS) serving more than 3,300 people to conduct Risk and Resilience Assessments (RRA), prepare emergency response plans (ERPs), and certify to the U.S. Environmental Protection Agency (EPA) that this work has been completed.

IVGID's CWS serves a population of 3,301 to 49,999 people. Therefore, in accordance with Section 1433, IVGID's certification statement to EPA stating that IVGID has conducted the RRA is due on or before June 30, 2021. IVGID must then prepare an ERP and submit certification to the EPA within six months of submitting its RRA certification.

The prior Director of Public Works intended to self-perform this work in advance of the submittal deadline. In his absence, we have contacted Farr West Engineering to complete the required work. Farr West Engineering is one of the largest northern Nevada based engineering firms that focus on municipal utilities. The firm's

headquarters is located in Reno, Nevada and they have a 20-year history serving numerous clients around Lake Tahoe. Most recently, Farr West Engineering has been retained by the City of Elko and Carson City Public Works water systems to complete their required RRA and ERP. This experience will serve them well in preparation of the required documents for IVGID.

In accordance with Board Policy 3.1.0, 0.4 Item(s) of Business/Agenda Preparation, this item is included on the Consent Calendar.

III. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute (NRS) 332.115 as described in subsection (b) Professional Services.

IV. FINANCIAL IMPACT AND BUDGET

Funding to support the proposed contract with Farr West Engineering in the amount of \$19,000 is available within the Utility Division's approved budget via re-allocation of salary savings resulting from vacancy in the Director of Public Works position.

While Staff is authorized to transfer funds within a function, consistent with overall budget authority, salary savings from vacant positions are generally not considered discretionary funds subject to re-allocation. However, based on the fact that this required work effort was specifically intended to be performed by Staff which is no longer with the District, and it is now recommended that the work be performed via a contract, it is appropriate to re-allocate salary savings to support this work.

V. ALTERNATIVES

None proposed.

VI. 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:

Additional Services Addendum #3 and Farr West Engineering Proposal
Farr West Engineering Short Form Agreement

⌘ **ADDITIONAL SERVICES ADDENDUM (ASA) #3** ⌘
to **SHORT FORM AGREEMENT** dated April 13, 2015
between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
FARR WEST ENGINEERING
for **PROFESSIONAL SERVICES**

This ASA, dated December 1, 2020, shall amend the referenced agreement to include the following project with relevant description, compensation, and schedule addressed herein.

PROJECT DESCRIPTION

Consultant shall perform Risk & Resilience Analysis (RRA) and Emergency Response Plan (ERP) work to assist the District with preparation of the RRA and ERP in response to the America’s Water Infrastructure Act, passed in 2018. Work is more fully described in the attached Exhibit A, Consultant’s Scope of Work.

PAYMENT TO CONSULTANT

Payment to be in accordance with Section 4, Payment to Consultant, of the Short Form Agreement, as follows:

Compensation shall be on a Time and Materials basis. Total amount of this addendum not-to-exceed Nineteen Thousand Dollars (\$19,000.00).

PERIOD OF SERVICE

Services shall be substantially completed by July, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

OWNER:
INCLINE VILLAGE G. I. D.

CONSULTANT:
FARR WEST ENGINEERING

The undersigned has read, reviewed and approves this document

By:

By:

Indra Winquest
General Manager

Signature

Print or Type Name

Address for Giving Notice:
INCLINE VILLAGE G. I. D.
1220 Sweetwater Road
Incline Village, Nevada 89451

Address for Giving Notice:
Farr West Engineering
5442 Longley Lane, Suite A
Reno, NV 89511

EXHIBIT A
SCOPE OF WORK

Incline Village GID
Risk & Resilience Analysis and Emergency Response Plan

INTRODUCTION

America's Water Infrastructure Act (AWIA) was passed in 2018 which requires Community Water Systems to conduct Risk and Resilience Assessments (RRA) which are then incorporated into an Emergency Response Plan (ERP). Incline Village GID (IVGID) is required to submit a certification to the US Environmental Protection Agency (EPA) stating that IVGID conducted the RRA by June 30, 2021. IVGID must then prepare an ERP and submit certification to the EPA within six months of submitting its RRA certification.

The purpose of this Scope of Work (SOW) is to assist IVGID with preparation of the RRA and ERP for its water utility by the required deadlines. To complete this, Farr West Engineering (Farr West) will rely upon information and resources made available by the EPA as further described in the tasks below.

DESIGN SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this SOW within the approved budget and schedule.

Approach

Farr West will routinely review project progress and communicate project status on a regular basis to IVGID staff. Communication will be through email and telephone, as well as project coordination meetings with IVGID and Farr West staff. The following approach applies:

- Project administration includes scheduling maintenance, cost control, filing, resource allocation, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to SOW, budget, or schedule and developing change management strategies with IVGID.
- Provide quality assurance and quality control.

Deliverables

There are no formal deliverables associated with this task.

Assumptions

The following assumptions apply:

- This task includes coordination of workshops identified in subsequent tasks.
- This task includes one 1-hour kickoff meeting with IVGID’s project manager to discuss the approach and establish the project team.
- Project-related issues will be identified, communicated, and resolved.

Task 2 – Risk and Resilience Analysis

Objective

To perform the RRA required by AWIA and assist IVGID with submitting its certification to the EPA by June 30, 2021.

Approach

Farr West will rely upon the EPA’s recommended RRA steps as guidelines for this task. The recommended steps are as follows.

1. Build a team.
2. Identify critical assets.
3. Identify malevolent acts threats.
4. Identify natural hazards threats.
5. Create asset/threat pairs.
6. Conduct a risk and resilience analysis.

A team, including key personnel from different departments with the water utility, will be formed and will hold workshops to develop asset/threat pairs for consideration in the RRA. The EPA’s Vulnerability Self-Assessment Tool (VSAT Web 2.0) will be used to complete the RRA. Per AWIA, the assessment must include:

- The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, and electronic, computer, or other automated systems (including the security of such systems);
- The monitoring practices of the system;
- The financial infrastructure of the system;
- The use, storage, or handling of various chemicals by the system; and
- The operation and maintenance of the system.

Deliverables

The following deliverables will be submitted under this task:

- VSAT Web 2.0 output file.

Assumptions

The following assumptions apply:

- The Washoe County 2020 Hazard Mitigation Plan, and any existing Vulnerability Assessment and/or Emergency Response Plans, and IVGID's Water and Wastewater Utility Master Plans and Rate Study will be used as references for this task.
- IVGID will provide additional existing documents and/or data which may assist with this project in a digital format (e.g. .doc, .xls, .pdf, etc.)
- Farr West will also refer to AWWA's J-100-10 Risk and Resilience Management of Water and Wastewater Systems manual and EPA's Baseline Information on Malevolent Acts for Community Water Systems.
- No more than six (6) Asset/Threat Pairs will be developed for inclusion in the RRA as recommended by the EPA.
- This task includes two, 2-hour workshops with Farr West and IVGID staff to create asset/threat pairs, review data, and present the RRA.
- IVGID will identify a project lead responsible for submitting the RRA certification to the EPA. It is recommended that the secure online portal be used for certification. IVGID's project lead will need to create an account for the online portal.

Task 3 – Emergency Response Plan

Objective

To prepare an Emergency Response Plan for IVGID's water system which meets the requirements of AWIA and is completed within six months of the RRA certification.

Approach

Farr West will also rely upon steps recommended by the EPA as guidance to accomplish this task. The recommended steps are as follows.

1. Conduct a Risk and Resilience Assessment (Task 2).
2. Identify state regulatory requirements.
3. Identify and integrate local plans.
4. Coordinate with Local Emergency Planning Committee (LEPC) and response partners.
5. Plan for resources needed in an emergency.
6. Prepare the Emergency Response Plan.

AWIA requires coordination with the LEPC, to the extent possible, when preparing the ERP. It is also recommended that other response partners be engaged in the process. Workshops will be held with the LEPC, response partners, and IVGID staff to understand response processes and procedures which can be implemented during a drinking water incident. The EPA's ERP template will be used for this task. Per AWIA, the ERP will include:

- Utility information,

- Resilience strategies,
- Emergency plans and procedures,
- Mitigation actions, and
- Detection strategies.

Deliverables

The following deliverables will be submitted under this task:

- Draft Emergency Response Plan (one digital copy).
- Final Emergency Response Plan (one digital and four hard copies).

Assumptions

The following assumptions apply:

- This task includes one, 2-hour workshop with Farr West, IVGID staff, LEPC, and response partners to discuss and develop plan elements.
- This task also includes a 1-hour meeting with Farr West and IVGID staff to review the draft ERP and discuss IVGID comments. This meeting will occur four weeks after submittal of the draft to IVGID.
- This task does not include preparation of utility system maps or as-built drawings for inclusion in the ERP.
- Farr West staff will use data from IVGID’s existing Emergency Response Plan (2019) to develop an AWIA complaint document for certification to EPA.
- IVGID will identify a project lead responsible for submitting the ERP certification to the EPA. It is recommended that the secure online portal be used for certification. IVGID’s project lead will need to create an account for the online portal.

Task 4 – Staff Training Session

Objective

To provide an overview of the Emergency Response Plan to IVGID staff including training on how to respond during a drinking water incident.

Approach

The following approach applies:

- Preparation of a PowerPoint presentation and any needed handouts.
- Presentation of the ERP at a meeting with utility staff including training as to staff roles and procedures during incidents as detailed in the ERP.

Deliverables

The following deliverables will be submitted under this task:

- Presentation slides and handout materials (if any).

Assumptions

The following assumptions apply:

- This task includes a 1.5-hour training workshop for IVGID staff.

Task 5 – Owner Directed Services

Objective

To provide capability for the Engineering Manager to request additional services from Farr West which were unknown when this SOW was prepared.

Approach

The following approach applies:

- At the time of request, Farr West will provide a budget and schedule for any work associated with this task.

Deliverables

There are no formal deliverables under this task.

Assumptions

The following assumptions apply:

- Any request for services under this task must be provided in writing by IVGID's general manager.
- The budget amount for this task has been set at approximately 10 percent of the total contract value.

**EXHIBIT B
SCHEDULE**

Notice to Proceed	November 1, 2020
Kickoff Meeting	November 2020
Critical Assets and Threat Workshop	December 2020
Draft Risk & Resilience Analysis	January 2021
Risk & Resilience Workshop	January 2020
Final Risk & Resilience Analysis	February 2021
ERP Workshop with Response Partners	April 2021
Draft Emergency Response Plan	May 2021
Draft ERP Review Meeting	June 2021
Final Emergency Response Plan	July 2021
IVGID Staff Training Session	As Directed

The schedule for preparation of the Emergency Response Plan will be adjusted accordingly to ensure it is certified within six months of certifying the Risk and Resilience Analysis.

**EXHIBIT C
BUDGET**

Task	Description	Total Cost
Task 1	Project Management	\$ 3,000
Task 2	Risk and Resilience Analysis	\$ 4,500
Task 3	Emergency Response Plan	\$ 6,400
Task 4	Staff Training Session	\$ 3,200
Task 5	Owner Directed Services	\$ 1,900
	TOTAL:	\$ 19,000

**EXHIBIT D
ENGINEER'S 2020 RATE SCHEDULE**

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$168	Building Inspector II	\$70
Senior Engineer II	\$158	Building Inspector I	\$65
Senior Engineer	\$148	Designer III	\$118
Engineer IV	\$138	Designer II	\$108
Engineer III	\$128	Designer I	\$98
Engineer II	\$118	GIS Analyst II	\$135
Engineer I	\$108	GIS Analyst I	\$120
Engineer in Training II	\$98	GIS Specialist	\$98
Engineer in Training I	\$90	GIS Technician	\$85
Senior Hydrogeologist	\$155	Water Rights Specialist III	\$150
Hydrogeologist II	\$115	Water Rights Specialist II	\$125
Hydrogeologist I	\$95	Water Rights Specialist I	\$110
Electrical Engineer	\$150	Water Rights Technician III	\$98
Construction Inspector III	\$110	Water Rights Technician II	\$90
Construction Inspector II	\$103	Water Rights Technician I	\$75
Construction Inspector I	\$95	Regulatory & Env. Specialist	\$95
Project Assistant	\$90	Professional Surveyor	\$135
Admin IV	\$95	Survey Technician II	\$95
Admin III	\$85	Survey Technician I	\$78
Admin II	\$75	1 Man Survey Crew	\$135
Admin I	\$60	2 Man Survey Crew	\$180
Intern	\$45	3 Man Survey Crew	\$250
		Utility Operator	\$118

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

SHORT FORM AGREEMENT
 Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 and
FARR WEST ENGINEERING
 for
PROFESSIONAL SERVICES

This Agreement is made as of April 13, 2015 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "OWNER," and **FARR WEST ENGINEERING**, hereinafter referred to as "CONSULTANT." OWNER intends to complete the Project(s) as described in *Attachment A* and as amended from time to time, hereinafter referred to as the "Project."

1.0 BASIC SERVICES

The CONSULTANT shall perform the following tasks and additional services as may be included from time to time by Additional Services Addendums (ASAs) to this Agreement in accordance with Paragraph 4.2:

Services as described in Attachment "A," Scope of Work, basically consisting of the design and permitting of improvements at the IVGID Wastewater Treatment Plant (WWTP). The improvements consist of upgrading the existing Effluent Pond, constructing a new decant facility, and widening the existing eastern Perimeter Road adjacent to the clarifiers.

All documentation, drawings, reports and invoices submitted for this project will include IVGID Project Number 2599LI1801.

2.0 OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 2.1 Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the PROJECT.
- 2.2 Assist CONSULTANT by placing at CONSULTANT's disposal existing data, plans, reports and other information known to, in possession of, or under control of OWNER which are relevant to the execution of CONSULTANT's duties on the PROJECT. Also, provide all criteria and full information as to OWNER's requirements for the Project, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

2.3 Provide "Measured Drawings" for project. Provide services of geotechnical engineer where advised by CONSULTANT and approved by OWNER.

3.0 PERIODS OF SERVICE

3.1 **General.** The provisions of Section 3 and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Services contained herein. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of CONSULTANT's services and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of CONSULTANT, all rates, measures, and amounts of compensation provided herein shall be subject to equitable adjustment.

3.2 Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Attachment "B", and are hereby agreed to be reasonable..

4.0 PAYMENT TO CONSULTANT

4.1 Methods of Payment for Services and Expenses of CONSULTANT

4.1.1 Compensation Terms Defined

4.1.1.1 "Per Diem" shall mean an hourly rate(s) as indicated in Attachment "A" to be paid to CONSULTANT as total compensation for each hour(s) of each employee of CONSULTANT work(s) on the Project, plus Reimbursable Expenses.

4.1.1.2 "Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with the Project, including, but not limited to subconsultants or SubCONSULTANT costs, transportation and subsistence incidental thereto, obtaining bids or proposals from CONSULTANT(s), toll telephone calls, express mail and telegrams, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1. In addition, Reimbursable Expenses will also include expenses incurred for main frame computer time and other highly specialized equipment, including photographic production. Reimbursable Expenses will include a ten percent (10%) markup over CONSULTANT's cost.

4.1.2 **Basis and Amount of Compensation for Basic Services.** Compensation shall be as indicated in Attachment "A", with a total Not to Exceed amount of **Forty-Three Thousand Five Hundred Dollars (\$43,500.00).**

4.2 Basis and Amount of Compensation for Additional Services

Compensation for Additional Services shall be on the basis of Per Diem or Lump Sum, to be agreed upon at the time of request for Additional Services. The estimated amount

of Additional Services will be determined at the time the Additional Services are requested.

4.3 Intervals of Payments

Payments to CONSULTANT for Basic and Additional Services rendered and Reimbursable Expenses incurred shall be made once every month by OWNER. CONSULTANT's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to CONSULTANT's invoices.

4.4 Other Provisions Concerning Payments

4.4.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's statement, the amounts due CONSULTANT will be increased at the rate of one percent (1%) per month from date of OWNER's receipt of invoice.

4.4.2 If the Project is suspended or abandoned in whole or in part for more than 90 days, CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due.

4.4.3 If any items in any invoices submitted by CONSULTANT are disputed by OWNER for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER shall promptly notify CONSULTANT of the dispute and request clarification and/or remedial action. After any dispute has been settled, CONSULTANT shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice.

5.0 GENERAL CONSIDERATIONS

5.1 Termination

5.1.1 This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day cure period after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

5.1.2 This Agreement may be terminated in writing (delivered by certified mail, return receipt requested) by OWNER for its convenience.

5.1.3 Upon any termination, CONSULTANT shall (1) promptly discontinue all Services affected (unless a termination notice from OWNER directs otherwise); and (2) deliver or otherwise make available to OWNER upon full payment for services rendered to the date of termination, all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether such materials are completed or in process. All payments due CONSULTANT at termination shall be made by OWNER.

5.2 Ownership of Documents

The original documents, plans, electronic files, studies or reports prepared under this Agreement, for which the OWNER pays compensation to the CONSULTANT, except working notes and internal documents, shall become and remain the property of the OWNER, and upon payment of said compensation shall be surrendered to the OWNER upon the completion of the Work under this Agreement or on the completion of specific phases of the Work, if requested by the OWNER. The CONSULTANT may retain copies of said Work in their files, but such Work shall not be released to any other party or reused by the CONSULTANT without the express written consent of the OWNER. Reuse of any of these drawings, specifications or other work products of the CONSULTANT by the OWNER for other than the specific project covered in this Agreement without the written permission of the CONSULTANT shall be at the OWNER's risk; provided that the CONSULTANT shall not be liable for any claims or damages arising out of such unauthorized reuse by the OWNER or by other's actions through the OWNER.

5.3 Professional Liability Insurance

5.3.1 CONSULTANT shall maintain professional liability insurance for protection against claims arising out of performance of services under this Agreement caused by negligent acts, errors, or omissions for which "PROFESSIONAL SERVICES" is legally liable for a period of five (5) years thereafter, if available and reasonably affordable. The professional liability policy shall provide a minimum coverage of \$1,000,000. CONSULTANT shall maintain the existing retroactive date on all future policies with the same insurance company and attempt to do so if CONSULTANT changes insurance companies. In the event that CONSULTANT goes out of business during the instant period, CONSULTANT shall purchase, at the request of DISTRICT, an extended reporting period.

5.3.2 Should CONSULTANT's normal professional liability coverage be less than the minimum required amount, CONSULTANT may purchase project insurance or obtain a rider on his normal policy in an amount sufficient to bring CONSULTANT's coverage up to minimum requirements.

5.4 Controlling Law

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

5.5 Successors and Assigns

- 5.5.1** The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by Paragraph 5.5.2, their assigns, to the terms, conditions, and covenants of this Agreement.
- 5.5.2** Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates, subCONSULTANTS, and consultants as CONSULTANT may deem appropriate to assist in the performance of Services.

- 5.5.3** Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

5.6 Dispute Resolution

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

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

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

5.7 Equal Employment and Non-discrimination

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

5.8 Indemnification

Indemnification of OWNER by CONSULTANT: CONSULTANT 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 CONSULTANT's negligent acts, errors or omissions or by the negligent acts, errors or omissions of CONSULTANT's subconsultants, agents, or anyone acting on behalf of or at the direction of CONSULTANT.

CONSULTANT'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 CONSULTANT at the then-current rate charged for such services by the private sector.

Indemnification of CONSULTANT by OWNER: OWNER agrees to indemnify and hold CONSULTANT 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 OWNER's acts, errors, or omissions or by the negligent acts, errors, or omissions of the OWNER's subconsultants, agents or anyone acting on behalf of, or at the direction of, the OWNER.

OWNER's obligation to hold harmless and indemnify CONSULTANT shall include reimbursement to CONSULTANT of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by CONSULTANT's personnel shall be charged to OWNER at the then-current rate charged for such services by the private sector.

Notwithstanding anything contained herein to the contrary, Nevada's comparative negligence doctrine shall apply to both OWNER and CONSULTANT. In addition, nothing herein shall prevent OWNER or CONSULTANT from relying upon any Nevada statute or case law that protects OWNER or CONSULTANT with respect to liability or

damages. This Provision shall survive the termination, cancellation or expiration of the Agreement.

5.9 Changes and Modifications

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

5.10 Licenses

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

5.11 Severability

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

5.12 Waiver

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

5.13 Extent of Agreement

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

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

INCLINE VILLAGE G. I. D.

FARR WEST ENGINEERING

The undersigned has read, reviewed and approves this document

By: Joseph J. Pomroy
Joseph J. Pomroy, P.E.
Director of Public Works

By: Brent Farr Brent Farr
Sign AND Print or type Name

Address for Giving Notice:

INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451

Address for Giving Notice:

Farr West Engineering
5442 Longley Lane, Suite A
Reno, NV 89511

License No. NV20011242988

Federal Tax ID No. 88-0490135
(If CONSULTANT is a Corporation, attach evidence of authority to sign.)

ATTACHMENT "A" – SCOPE OF WORK

Incline Village General Improvement District Effluent Pond Improvements Project (#2599LI1801)

INTRODUCTION

The Incline Village General Improvement District (IVGID) has requested Farr West Engineering (Farr West) to submit an engineering scope of work and fee proposal for the design and permitting of improvements at the IVGID Wastewater Reclamation Facility (WWRF). The improvements consist of upgrading the existing Effluent Pond, constructing a new decant facility, and widening the existing eastern Perimeter Road adjacent to the clarifiers. Work elements include survey base mapping and preliminary engineering (civil and geotechnical). Final design, permitting, bid support, and construction administration support will be provided under a future amendment or contract.

The phase and task breakdown for the project is designated as follows:

- **Phase 1 – Design Services**
 - Task 1 – Project Management
 - Task 2 – Survey and Mapping
 - Task 3 – Geotechnical Engineering
 - Task 4 – Preliminary Engineering

PHASE 1 – DESIGN SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

Approach

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with monthly project coordination meetings with the IVGID and Farr West staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, filing, resource allocation, subconsultant management, and routine communications.
- Conducting a project kick-off meeting with Farr West and IVGID staff.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with IVGID.

Deliverables

The following deliverables will be submitted under this task:

- Project schedule.
- Monthly invoices and status reports.

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 – Survey and Mapping

Objective

To generate survey and mapping data for development of CADD base maps in support of design activities.

Approach

The following approach applies:

- Obtain record drawings from IVGID with buried utilities within the project area.
- Coordinate with IVGID and Underground Service Alert (USA) for marking buried utilities.
- Re-establish control survey control and benchmarks at the WWRF site. Control will be based on the IVGID vertical datum from past records.
- Gather topographic field data that will include the marked utilities, sewer and storm water structure invert elevations and pipe diameters, roadway surface features, Effluent Pond impoundment limits, trees, and building corners.
- Obtain limits of rights-of-way and parcel lines from IVGID and Washoe County through their GIS databases.
- Prepare a topographic base map of the project site that is comprised of the field survey data.

Deliverables

Electronic files for use in preparing design plans.

Assumptions

The following assumptions apply:

- Farr West will tie into IVGID benchmarks and existing survey control at the WWRF site.
- Base map developed will be done in a manner that will provide a 1 foot contour interval map.
- IVGID will provide record drawings of WRF site utilities.

- Farr West will perform measure downs of existing storm water and sanitary sewer facilities to determine pipe size, material, and invert elevations.
- If required, IVGID will pothole existing utilities at critical crossings to avoid underground conflicts. Farr West will survey the surface elevation and translate the measure down data to establish location of utility. It is assumed that approximately 5 potholes will be required to support the design of this project.

Task 3 – Geotechnical Engineering

Objective

To develop preliminary design options for a retaining wall along the Perimeter Road.

Approach

The following approach applies:

- Geotechnical field exploration and laboratory testing to reveal soil/bedrock and groundwater conditions in the area to host the required retaining wall for widening the existing roadway.
- Engineering analysis and preliminary design of two retaining wall options along the Perimeter Road, including opinion of probable construction costs.
- Geotechnical field exploration in the “clean spoils” area to evaluate the adequacy of the subsurface fill materials (accumulated solid materials located above the cut slope of the pond) to support the proposed ramp, and associated geotechnical recommendations.
- Prepare and submit a geotechnical report.

Deliverables

The following deliverables will be submitted under this task:

- Geotechnical report.
- Technical memorandum of retaining wall options.

Assumptions

The following assumptions apply:

- Utility locates will be performed by others.
- All borings will be advanced using hollow-stem auger drilling techniques until refusal is reached at the weathered/decomposed granitic bedrock in the area and then by coring, as necessary, to adequately reveal subsurface soil/bedrock conditions.
- Representative samples of significant soil types will be tested in the laboratory to characterize the index properties of subsurface soils, such as moisture content, grain size distribution, and plasticity.

Task 4 – Preliminary Engineering

Objective

Develop options for cleaning and lining the Effluent Pond and constructing a “clean spoils” dump landing at the pond; develop options for a new Decant Facility for “wastewater spoils”; and develop geotechnical options for excavating and shoring the hillside for widening the Perimeter Road.

Approach

This task will include the following activities:

- Evaluate Bentomat liner options for the Effluent Pond, including product selection, vertical limits of liner, required protective cover to support maintenance vehicle loading, and grading for improved drainage.
- Develop pond access/egress layout, including access to the “clean spoils” collection area within the pond footprint.
- Develop layout option for the “clean spoils” dump landing above the Effluent Pond.
- Develop layout option for the “wastewater spoils” dump between the existing clarifiers, with vehicle access from the Perimeter Road.
- Evaluate the road width necessary for a tractor truck and an intermediate semi-trailer to travel along the Perimeter Road, and establish hillside cut limits for the geotechnical engineer.
- Develop alignment for widening the Perimeter Road in conjunction with the new retaining wall.
- Coordination with IVGID staff on key design issues, such as site limitations for improvements, utility locates/potholing, and preference for vehicle movement through the WRF.
- Prepare and submit technical memorandum of the Effluent Pond liner options to IVGID for review and comment.
- Quality control reviews and quality assurance documentation.
- Attend a design review meeting with IVGID at their office.

Deliverables

The following deliverables will be submitted under this task:

- Individual site plan exhibits for “clean spoils” collection area, the “wastewater spoils” dump area, and the Perimeter Road alignment.
- Effluent Pond liner technical memorandum.
- Detailed project schedule.

Assumptions

The following assumptions apply:

- Selected options will become the basis for the 60% Design.
- IVGID will provide electronic copies of standard details.

ATTACHMENT "B"

SCHEDULE

Notice to Proceed:	April 2015
Survey Base Map Completion:	May 2015
Preliminary Design Completion:	June 2015

ATTACHMENT "C"

BUDGET

PHASE 1 – DESIGN SERVICES

Task 1	Project Management	\$2,500
Task 2	Survey and Mapping	\$8,200
Task 3	Geotechnical Engineering	\$13,400
Task 4	Preliminary Engineering	\$19,400
	PHASE 1 TOTAL:	\$43,500

ATTACHMENT "C"

(Supplemental Budget)

**Incline Village GID
Effluent Pond Improvements Project**

Engineering Fee Estimate (Revised 2015/04/07)

TASKS	Rate (\$/hr)	Principal Engineer	Senior Project Manager	Project Engineer	Engineer, EIT	CADD Designer	Professional Surveyor	2-Man Survey Crew	Admin	Total Labor		Expenses (a)	Black Eagle w/10% Mark-up	TOTAL	
		\$130	\$130	\$105	\$90	\$90	\$115	\$135	\$60	Hours	(\$)	(\$)	(\$)	(\$)	
1 Project Management															
Project Administration (2 months)			6						12	18	\$1,500			\$1,500	
Project Schedule			4							4	\$520			\$520	
Monthly Invoicing			2						4	6	\$500			\$500	
	Subtotal		12						16	28	\$2,520			\$2,520	
2 Survey and Mapping															
Establish Survey Control							4	16		20	\$2,620			\$2,620	
Utility Locate Coordination and Field Surveying							4	16		20	\$2,620	\$200		\$2,820	
Office Surveying/Basemapping							24			24	\$2,760			\$2,760	
	Subtotal						32	32		64	\$8,000	\$200		\$8,200	
3 Geotechnical Engineering															
<i>Drilling and Retaining Wall Options</i>													\$13,420	\$13,420	
	Subtotal												\$13,420	\$13,420	
4 Preliminary Engineering															
Kick-off Meeting			4	4						8	\$940	\$25		\$965	
Effluent Pond Liner Alternatives			4	12	16					32	\$3,220			\$3,220	
Clean Spoils Dump Facility Layout			4	12	16					32	\$3,220			\$3,220	
Access Road Widening Alignment			1	4	12					17	\$1,630			\$1,630	
Decant Facility Layout			4	8	12					24	\$2,440			\$2,440	
Pond Liner Technical Memoranda			4	8	16	8			2	38	\$3,640	\$50		\$3,690	
Cost Estimate				8	16					24	\$2,280			\$2,280	
Preliminary Design Coordination with IVGID			8	8						16	\$1,880	\$25		\$1,905	
	Subtotal		29	64	88	8			2	191	\$19,250	\$100		\$19,350	
	TOTAL		41	64	88	8	32	32	18	283	\$ 29,770	\$ 300	\$ 13,420	\$ 43,490	
													Total Cost (rounded): \$ 43,500		

(a) Expenses include travel, reproduction costs, etc.