

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, discuss and possibly approve a Design Services Contract with TSK Architects in the amount of \$216,626, plus 10% contingency and \$20,000 for permitting fees for the Burnt Cedar Swimming Pool Improvement Project (CIP# 3970BD2601), and approve Resolution No. 1882 augmenting the FY2020/21 capital budget by \$258,289 from available fund balance within the Beach Capital Fund.

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

DATE: December 1, 2020

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Authorize a Design Services Contract for the Burnt Cedar Swimming Pool Improvement Project – Fund: Beaches; Project 3970BD2601; Vendor: Vendor: TSK Architects in the amount of \$216,626
2. Authorize Staff to approve change orders for additional work not anticipated at this time of up to 10% of Design Services Contract – \$21,663.
3. Authorize Staff to approve payment of permitting fees associated with the Burnt Cedar Swimming Pool Improvement Project estimated to be \$20,000.
4. Approve Resolution No. 1882 augmenting the FY2020/21 Capital budget by \$258,289 from available resources within the unappropriated fund balance of the Beach Capital Fund, in support of the Burnt Cedar Swimming Pool Improvement Project (CIP#3970BD2601).
5. Authorize Staff to execute the contract documents.

Review, discuss and possibly approve a Design Services Contract with TSK Architects in the amount of \$216,626, plus 10% contingency, \$20,000 for permitting fees for the Burnt Cedar Swimming Pool Improvement Project (CIP# 3970BD2601), and approve Resolution No. 1882 augmenting the FY2020/21 capital budget by \$258,289 from available fund balance within the Beach Capital Fund.

December 1, 2020

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.
- The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District’s workforce.

III. BACKGROUND

At the August 12, 2020 Board of Trustees meeting, the Board of Trustees selected a preferred conceptual design option and authorized Staff to solicit a proposal for design services for the Burnt Cedar Swimming Pool Improvement Project.

At the November 18, 2020 Board of Trustees meeting, the Board of Trustees provided feedback on the schematic design of the Burnt Cedar Swimming Pool Improvement Project.

The final design services scope of work includes preparation of construction drawings, permitting through Washoe County and the Tahoe Regional Planning Agency, and coordination with the Construction Manager-at-Risk. The full scope of work follows this memorandum.

The TSK Architect Design Team completed the conceptual and schematic design work to the District’s satisfaction. IVGID staff is targeting construction in 2021 and anticipates presenting the final design package and the CMAR’s guaranteed not to exceed price at the April 28, 2021 Board Meeting. The project’s tentative schedule is attached to this memorandum for reference.

IV. 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.

Review, discuss and possibly approve a Design Services Contract with TSK Architects in the amount of \$216,626, plus 10% contingency, \$20,000 for permitting fees for the Burnt Cedar Swimming Pool Improvement Project (CIP# 3970BD2601), and approve Resolution No. 1882 augmenting the FY2020/21 capital budget by \$258,289 from available fund balance within the Beach Capital Fund.

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Additionally, per NRS 625.530, selection of a professional engineer or registered architect to perform work on public works projects (where the complete project costs exceed \$35,000) is to be made solely on the basis of the competence and qualifications of the engineer or architect and not on the basis of competitive fees.

V. FINANCIAL IMPACT AND BUDGET

This item requests Board authorization to enter into a design contract with TSK Architects in the amount of \$216,626 plus 10% contingency and \$20,000 for permitting fees. The project budget within Fiscal Year 2020/2021 adopted CIP budget includes \$225,000 for the design phase of the Burnt Cedar Pool Improvement Project. Of this amount, nearly \$190,000 has been expended to date. The remaining budget (approximately \$35,000) will be utilized to cover internal staff expenses, as necessary.

As previously presented to the Board, a budget augmentation is required to provide funding to execute the proposed design services contract. This item requests Board approval for a budget augmentation of \$258,289 via funding available within unappropriated fund balance of the Beach Capital Fund.

NRS 354.598005 establishes requirements (supplemented by NAC 400-490) for augmentation of local agency adopted budgets. For governmental funds, the NRS requires that the Board approve a formal resolution, and identify available resources, as defined, to support the budget augmentation. For purposes of this proposed budget augmentation, unappropriated ending fund balance within the Beach Capital fund (estimated at \$2,753,172 in the Districts FY2020/21 Final Budget) qualifies as available resources as defined in NAC 354.410.1(d). The budget amendment becomes effective upon delivery of an executed copy of the resolution to the Department of Taxation.

VI. ALTERNATIVES

None proposed.

Review, discuss and possibly approve a Design Services Contract with TSK Architects in the amount of \$216,626, plus 10% contingency, \$20,000 for permitting fees for the Burnt Cedar Swimming Pool Improvement Project (CIP# 3970BD2601), and approve Resolution No. 1882 augmenting the FY2020/21 capital budget by \$258,289 from available fund balance within the Beach Capital Fund.

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December 1, 2020

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:

Resolution Number 1882

Additional Services Addendum #2 and TSK Proposal

TSK Short Form Agreement

Tentative Project Schedule

Burnt Cedar Swimming Pool Improvement Project – Project Summary Data Sheet



RESOLUTION NO. 1882

A RESOLUTION OF THE BOARD OF TRUSTEES AUGMENTING THE DISTRICT’S FISCAL YEAR 2020/21 BUDGET TO APPROPRIATE \$258,289 IN AVAILABLE RESOURCES FROM THE BEACH CAPITAL FUND (FUND 590) TO THE BURNT CEDAR SWIMMING POOL RENOVATION PROJECT (CIP# 3970BD2601) TO PROVIDE FUNDING FOR DESIGN CONTRACT WORK

RESOLVED, by the Board of Trustees of the Incline Village General Improvement District, Washoe County, Nevada, that

WHEREAS, the Board of Trustees has established the Burnt Cedar Swimming Pool Renovation Project (CIP#3970BD2601) as a priority project and funding to support the project is included in the adopted Five-Year Capital Improvement Plan; and

WHEREAS, the Fiscal Year 2020/2021 approved budget includes \$225,000 for planning and design work expected to be undertaken in the current fiscal year; and

WHEREAS, the Board of Trustees has approved a revised and expanded project scope for the Burnt Cedar Swimming Pool Renovation Project whereby additional funding is needed support the design contract for the project; and

WHEREAS, Nevada Revised Statutes (NRS) 354.598005 provides procedures and requirements for augmentation of local agency budgets, including the requirement that budget augmentations within Special Revenue funds require the governing body to adopt a formal resolution authorizing the budget augmentation from available resources, as defined; and

WHEREAS, the Nevada Administrative Code 354.410 provides for definition of “available resources” for budget augmentation to include an unappropriated ending balance of a fund for capital projects.” And

WHEREAS, the District’s Beach Capital Fund (Fund 590) reflects an unappropriated fund balance, as reported to the Department of Taxation on Form4404LGF, which constitutes available resources to support this budget augmentation; and



RESOLUTION NO. 1882

A RESOLUTION OF THE BOARD OF TRUSTEES AUGMENTING THE DISTRICT’S FISCAL YEAR 2020/21 BUDGET TO APPROPRIATE \$258,289 IN AVAILABLE RESOURCES FROM THE BEACH CAPITAL FUND (FUND 590) TO THE BURNT CEDAR SWIMMING POOL RENOVATION PROJECT (CIP# 3970BD2601) TO PROVIDE FUNDING FOR DESIGN CONTRACT WORK

WHEREAS, an additional appropriation of \$258,289 is required in order for the District to execute the design contract for the Burnt Cedar Swimming Pool Renovation Project;

NOW, THEREFORE, IT IS ORDERED, as follows:

Incline Village General Improvement District Board of Trustees authorizes a budget augmentation of \$258,289 from available resources, as defined, within the Beach Capital Improvement Fund (Fund 590) to provide for a supplemental appropriation to the Fiscal Year 2020/2021 project budget for the Burnt Cedar Swimming Pool Renovation Project (CIP #3970BD2601).

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 9th day of December, 2020, by the following vote:

AYES, and in favor thereof,
NOES,
ABSENT,

Kendra Wong
Secretary, IVGID Board of Trustees

⌘ ADDITIONAL SERVICES ADDENDUM (ASA) #2 ⌘
to SHORT FORM AGREEMENT DATED MAY 20, 2020
between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
TSK ARCHITECTS
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 Architecture and Engineering services, including Time & Materials/Not to Exceed Design Development, Construction Documents, Permitting and Bidding services, and excluding construction administration services) for the District's Burnt Cedar Swimming Pool Improvement Project. Work is more fully described in the attached Exhibit A, Consultant's Proposal dated November 30, 2020.

PAYMENT TO CONSULTANT

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

1. Compensation shall be billed on a Time and Materials basis.
2. All invoices and correspondence are to reference Project Number 3970BD2601. Invoices shall be submitted on a monthly basis, shall include a description of services provided, a list of progress on deliverables, and the percent completed for each.
3. The Lump Sum paid by OWNER for the services shall be Two Hundred Sixteen Thousand Six Hundred Twenty-Six Dollars (\$216,626.00).

PERIOD OF SERVICE

Services shall be begin on or about December 10, 2020 and be substantially completed by March 24, 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.**

**CONTRACTOR:
TSK ARCHITECTS**

**The undersigned has read,
reviewed and approves this
document:**

Agreed to:

By: _____
Joshua Nelson
IVGID Legal Counsel

By: _____
Signature of Authorized Representative

Agreed to:

Print or Type Name

By: _____
Indra Winqest
General Manager

Address for Giving Notice:
TSK Architects
225 S. Arlington Ave., Suite A
Reno, Nevada 89501
775-857-2949
reno-tahoe@tska.com

Address for Giving Notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Phone
info@ivgid.org



tsk architects 225 south arlington ave., suite a, reno, nevada 89502

December 1, 2020

Revised to exclude CA and T&M
Revise to new RCI and Include TRPA Consult.

Nathan Chorey, Engineering Manager
Incline Village General Improvement District (IVGID)
1220 Sweetwater Road
Incline Village, NV 89451
P. 775-832-1372

E. npc@ivgid.org

RE: Burnt Cedar Swimming Pool Improvement Project
IVGID Project Number: 3970BD2601
T&M/NTE Design Development, Construction Documents, Permitting
& Bidding Phases. AE Proposal (Excludes Construction Administration)

Dear Mr. Chorey,

Thank you for your assistance with Incline Village General Improvement District (IVGID) Board Schematic Design Package. We are excited to see the Burnt Cedar Pool Reconstruction Project move forward to complete the Document Phase as well as move into Construction. We understand that construction will proceed with a Construction Manager at Risk (CMAR) Delivery System.

The Architectural and Engineering Team welcome the ability to work with CORE Construction during the balance of the project phases to provide the best possible project for IVGID.

We understand the project scope for the balance of the remaining project to include:

1. Design Development Documentation Phase to include:
 - a. Complete the design of the two pools, mechanical rooms, swimming pool deck amenities as well as the park/pathway connector.
 - b. Coordinate with the engineering team for a competed design package.
 - c. Work with the CMAR to refine and or adjust the design package to more closely align with the project budget.
 - d. Initiate discussions with the permitting agencies (Washoe County Community Development, Washoe County Health Department). Pedestrian pathway connecting the east and west sides of Burnt Cedar Beach and fencing modifications. Submit the DD Package to TRPA for initial permitting coordination.
2. Construction Documents Phase to include: Final Detailing of the existing facilities and new improvements including pools, appurtenances, decks/drainage, fencing, retaining walls, new landscaping, screen walls, and detailing as requested by the CMAR to allow for competitive subcontractor bidding for the project. TSK to provide owner final construction drawings, (PDF & CAD) and technical specifications (.doc and pdf).
3. Permitting Phase to include: Submit to Permitting Agencies and promptly respond to all questions and comments. Anticipated Agencies include but not limited to Washoe County Building Department, Washoe County Health Department, and Tahoe Regional Planning Authority (TRPA). The AE Team expects to submit a preliminary permitting package to TRPA at the completion of the Design Development Phase and formal Washoe County Permitting Package at the completion of the Construction Documents Phase.

4. Construction Administration Phase is excluded at direction of IVGID: This work will be a separate contract.

Design Team:

- **TSK Architects**, (TSK) 225 South Arlington Avenue, Suite A, Reno, NV, 89501. P. 775-857-2949
- **Aquatic Design Group, Inc.**, (ADG) 2226 Faraday Avenue, Carlsbad, CA, 92008. P. 760-438-8400
- **Resource Concepts Inc.**, (RCI) 340 North Minnesota Street, Carson City, NV, 89703. P. 775-883-1600
- **Design Workshop**, 128 Market Street, Suite 3E, Stateline, NV, 89449. P. 775-588-5929
- **MSA Engineering**, (MSA) 4599 Longley Lane, Reno, NV, 89502. P. 775-828-4889
- **Nelson-Wilcox SE**, (NWSE) 225 South Arlington Ave., Suite B, Reno, NV, 89501. P. 775-848-3166
- **Kaufman Edwards, Planning & Consulting**, (KE), 475 N. Lake Blvd., Tahoe City, CA, 96145, P. 530-546-4402

Excluded Disciplines:

- Environmental Analysis and Studies
- Traffic Engineering and Analysis
- Geotechnical Investigations and Reports
- Special Inspections and Testing
- Hazardous Materials Testing and Abatement
- Cost Estimator (service provided by CMAR)

Project Major Milestone Schedule as developed by IVGID.

<u>Start</u>	<u>Complete</u>	<u>Activity</u>
12/10/2020	1/13/2021	Design Development
1/28/2021	4/7/2021	Permitting
1/28/2021	3/24/2021	Construction Documents

Project Opinion of Probable Construction Cost as developed by TSK and AE Team:

- **\$3,907,200** (CMAR to verify before commencement of Design Development Phase.)

Disciplines, Fees and Schedules as follows:

1. **Architectural TSK Architects (TSK)**

TSK Architects role is to lead the AE Team through the Design Development, Construction Drawings, Permitting, and CMAR Bidding phases of the project.

Also lead the Design Team's efforts of community meetings, establish permitting requirements and permitting schedules; assist with the Drawings and Specifications by the Design Team. Assist in coordination with the Cost Estimating efforts led by the CMAR.

Design Development, Construction Document Services, and Documents to include:

- a. Prepare agendas and presentations for each IVGID and AE Team Review Meeting. Prepare meeting notes and distribute to IVGID and meeting attendees.
- b. Prepare project documentation and coordinate Aquatics Consultant and Engineering Team work for coordinated process and comprehensive documents.
- c. Prepare code compliance information sheets for accessibility and egress compliance.
- d. Prepare site demolition sheets and note items to be demolished to accommodate new construction as well as notes for protection of items to remain. Review with IVGID any items to be salvaged and document. Demolition information to be based on Civil Site Survey information provided to TSK by IVGID.
- e. Coordinate preliminary meetings during Schematic Design Phase with Agencies Having Jurisdiction (Washoe County Community Development and Health Departments). Meet with TRPA at early in the Design Development Phase and present proposed site improvement documents to TRPA, submittals and anticipated review calendars. Advise IVGID and Design Team of requirements and proposed submittal schedules to maintain

Exclusions:

- i. Soils Testing/Engineering including finalized Geotech investigation report. (Provided by IVGID)
- ii. Destructive testing of existing pool structures to confirm as-built conditions. (Provided by CMAR as needed)
- iii. Utilities design to swimming pool mechanical equipment points of connection. (Provided by AE Team)
- iv. Sanitary sewer, storm sewer, domestic water, natural gas, pool heater flues and combustion /air louvers. Design and specificity of heat exchangers, including hot water or steam piping and controls. Electrical Distribution including single line diagram, 3-phase conductors and motor starts, and single-phase conduit and conductors. Telephone and data communications. (Provided by AE Team)
- v. Architectural, Structural, Mechanical, HVAC and Electrical design of mechanical equipment room or other building structures as required. Architectural and structural design of water slides, water slide towers or other wet play equipment and landscape design including park connector ramp retaining, fencing, planting, irrigation, site drainage, site lighting, shade structure and FF&E. (Provided by AE Team)

3. Civil Engineering RCI**Reference RCI Proposal dated August 17, 2020 and supplemental email August 25, 2020**

- Task 2: Design Development
Project Team Coordination, Record Plan Review, Project Team Meetings (Zoom or in person) six (6), Site Visit one (1), Agency Outreach-TRPA, Agency Outreach – Washoe County. Provide in January 2020 as early as possible.
TRPA Grading Plan
Two (2) DD Plan Coordination Submittals
Technical Specifications (Draft)
- Task 3: Construction Documents
Project Team Coordination, Project Team Meetings (Zoom or in person) ten (10), TRPA Grading Plan, and Washoe County – Building Permit.
Two (2) CD Plan Coordination Submittals.
Technical Specifications
- Task 4: CMAR Bidding Support
Project Team Coordinating. Project Team Meetings two (2),
One (1) Revision to Plan & Technical Specifications after Bid Reviews.
Bid Review Coordination & Addendum
- Task 5. Construction Administration (Excluded)

- ❖ Note: RCI - TRPA permitting beyond the Grading Permit is not included.
- ❖ TRPA Consultant coordination with Kaufman – Edwards is included.

**4. Landscape Architecture Design Workshop
Reference Design Workshop email dated Nov. 25, 2020**

The following describes a comprehensive list of services required to prepare Design Documents (DD), and Construction Documents (CD) for the Burnt Cedar Pool Improvements. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion. The scope of work to be performed by Design Workshop (DESIGN WORKSHOP) in connection with this agreement is as follows:

TASK ONE: DESIGN DEVELOPMENT

This phase of the work is to develop the character and detail of the proposed landscape plan. Based on the IVGID approved Schematic Design Plan and schematic level opinion of probable site/landscape construction cost, Design Workshop will prepare a Design Development Plan. The specific tasks to be completed are as follows:

1. Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations and sizes of major planting features. Special attention will be given to ensure that views, solar orientation, erosion control are accommodated in the solution.
2. Provide up to 3 three dimensional simulations of the proposed landscape improvements. Locations to be determined.
3. Coordinate Design Workshop's work with other consultants retained by client.
4. Prepare a draft specification for the above-described landscape elements of the project.
5. Attend up to **(5)** meetings with the Client and/or other consultants.

The following products will be prepared/delivered:

1. Conceptual Grading and Drainage Plans
2. Coordination with the Civil Engineer's grading plans for conformance to Design Workshop's design intent.
3. **(1)** Planting Plan(s) at **(1"=10')** scale.
4. **(2)** Composite Sections/Site Cross Sections/Elevations at **(1"=10')** scale showing the landscape intent.
5. Draft technical specifications. NOTE: Design Workshop services do not include preparing Division 01 Specifications as part of its services. TSK shall include Division 01 Specifications adequate for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 01 Specifications.

TASK TWO: CONSTRUCTION DOCUMENTS

This phase of the work is to prepare final documentation drawings that incorporate the most current information regarding construction practices. Based on the IVGID approved Design Development Plan and Design Development level opinion of probable construction cost, Design Workshop will prepare Construction Documents. The specific tasks to be completed are as follows:

1. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared.
2. Coordinate Design Workshop's work with other consultants retained by TSK. Coordinate interdisciplinary Construction Document reviews between the consultants.
3. Review materials and technical systems with potential fabricators and contractors.
4. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content, and revise plans per reviews.
5. Attend up to **(5)** meetings with the TSK and/or other consultants.
6. Participate in value engineering sessions.

The following products will be prepared/delivered:

1. Planting Plans showing tree, shrub, vine and groundcover locations and a complete plant material schedule.
2. Irrigation plans showing location of proposed laterals, spray heads and valves. This will be modifying the existing system and not intended to resolve other issues related to the existing system.
3. **(2)** Details and reference sections of the above-described landscape materials with information required for construction, installation, and finishing of landscape components of the project.
4. Technical specifications in standard CSI format.

FEES AND EXPENSES

1. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

5. **Structural Engineer Nelson-Wilcox Structural Engineers (NSWE)** **Reference NWSE proposal dated Nov. 11, 2020**

Provide the following services for DD, CD, and Permitting & Bidding as follows:

- a. New concrete floor, housekeeping pads, and pit in the pool equipment room.
- b. Low retaining walls, (2 locations) 1 low wall (+18" at raised terrace) and 1 low wall at the fence line between the pool and south pedestrian path.
- c. New CMU screen wall section between the pool equipment room and the wading pool.
- d. New perimeter fence supports at fence between pool and pathway (likely wrought iron but has also been discussed as glass if budget allows so need worst case design)
- e. Concrete slab details at raised terrace slab.
- f. Pool Designer to provide concrete slab design for the pool deck, but NWSE to review details and mix design for Northern Nevada Conformance.
- g. Concrete ramp details for the ramp(s) at raised terrace to lower pool area and to pool equipment yard.

6. **Mechanical Plumbing & Electrical Engineering MSA Engineering.** **Reference MSA Proposal dated Nov. 10, 2020**

Mechanical Scope: MSA mechanical consulting engineering services shall include the design of an air conditioning system including unit heater, exhaust fans, and associated ductwork, air distribution devices and temperature control systems. We will perform mechanical International Energy Conservation Code calculations to verify compliance with energy conservation standards. HVAC system ductwork 16" and less shall be shown in single line format.

Plumbing Scope: MSA plumbing consulting engineering services shall include domestic hot

and cold water systems, waste and vent piping, natural gas piping system, and other incidental plumbing equipment, materials, and piping appurtenances. We will design single points of connection to systems designed by others including water features and pools.

Electrical Scope: MSA electrical consulting engineering services shall include the design of power services and single point connections to systems designed by others including pool systems, fire alarm/life safety systems, low voltage information technology and A/V systems. Electrical utility systems design related to serving property improvements (pathway and pool deck lighting) are excluded from the scope of this proposal.

MSA services shall include consultation, calculations, plans and specifications on plans suitable for competitive bidding and construction.

- MSA services during the design phase of this project shall include up to six (6) 1-hour conference call meetings, and two (2) combined discipline job meetings or observations to review project specific MPE systems existing conditions.
- Additional meeting attendance design can be provided as an optional service and will be billed on a fixed fee basis of \$800.00 per visit, per discipline.
- Construction Support Phase – Excluded.
- Hourly fees will apply for optional services including: Owner or Architect generated design changes, alterations to issue for permit plans for AHJ inspections/sign off due to contractor substitution of materials or installation method or 'value engineering' changes.

7. TRPA Permitting Consultant. Kaufman Edwards Planning & Consulting.
Reference K-E Proposal dated Nov. 30, 2020

Scope of work for Kaufman Edwards to assist with the TRPA permitting of the pool replacement project at the Burnt Cedar Beach property in Incline Village, NV. The property is located in the Lakeview Plan Area Statement (037). Day use areas are an allowed uses in the Lakeview Plan Area. Our office will work under Resource Concepts, Inc. to prepare the TRPA recreation application for IVGID.

Kaufman Edwards spoke with Julie Roll of TRPA and confirmed that the coverage and land capability that was approved as part of the 2010 ADA pathway project is sufficient and that no additional coverage or land capability verifications would be needed. In addition, Julie Roll confirmed that the previous Soils Hydrologic approval from October 16, 2007 should be sufficient for this project unless we need additional depth (The approval was for 8' of excavation for the chemical treatment building utility trenching).

Below is an estimate for the tasks that will be conducted by Kaufman Edwards Planning as well as estimated agency permit fees.

Task One: Fire Department Pre-TRPA Submittal

FILING FEE: \$150.00 COMMERCIAL REVIEW TO BE PAID BY IVGID

- Proposed site plan with landscaping, access and defensible space notes
- Photos of site

**Task Two: Prepare TRPA Recreation Application Fees to be paid by IVGID.
TRPA FILING FEE: \$4,902.00* (\$4,120 BASE FEE PLUS \$536 SHORELAND
SCENIC REVIEW FEE PLUS \$129 STORMWATER FEE PLUS \$117
INFORMATION TECHNOLOGIES FEE TO BE PAID BY IVGID). *MINIMUM
FEE DEPOSIT**

- Fire department pre-TRPA approval
- Proof of land capability/coverage
- Existing/proposed site plan
- Project description
- Applicable findings
- Environmental Checklist
- Scenic analysis
- Photos from Lake Tahoe
- BMP plan
- Grading plan
- Soils hydrologic approval (If more than 8' excavation depth)
- ATP Checklist and response
- Maintenance response and checklist
- Coordinate with TRPA for requests for additional information etc.

Task Three: Final TRPA Permit

- Coordinate with engineer to meet TRPA conditions, final documents as needed
- Collect security fees and final information
- Meet with staff and acknowledge permit

Unknown costs at this time include:

- Modifications required by client.
- Reimbursable.
- Engineering/Design. (To be provided by RCI as base scope)
- All Agency Permitting and security deposits to be paid by IVGID.

A. Reimbursable Expenses will be limited to direct costs with no markups. Reimbursable to include any additional milestone printing/plotting and additional site visits as requested by IVGID. No additional expenses shall be incurred without prior written approval from the Client. Expenses shall be for the direct cost of the items with no markup percentage added. These costs will be submitted monthly with invoice support information included.

B. **Fee Schedule:** IVGID requests that Design Development, Construction Documents, and Permitting Activities & Bidding be provided on a Time and Material Basis with the Not to Exceed Amounts being the Total for each firm discipline. Construction Administration Services to be provided under a separate contract at the direction of IVGID.

Firm	DD	CD	*Permitting Activities	CMAR Bidding	Total NTE Fees	Notes
TSK	13,000	18,000	7,000	3,000	\$41,000	
TSK Expenses	400	500	500	100	\$1,500	
ADG	41,325	55,100	4,988	1,900	\$103,313	
ADG Expenses		2,500			\$2,500	
RCI	14,300	16,500	3,000	400	\$34,200	Orig RCI Proposal
MSA (MPE)	4,000	6,000	100	100	\$10,200	
Kaufman-Edwards TRPA			5,313		\$5,313	Inc. RCI 15%
Design Workshop	5,900	7,200	250	250	\$13,600	
NWSE	2,400	2,400	150	50	\$5,000	
Subtotals	\$81,325	\$108,200	\$21,301	\$5,800	\$216,626	
* Note Permitting Activities do not include Agency Permitting Fees. Agency Permitting Fees to be paid directly by IVGID. Activities by AE Team include completing applications, submitting documents, responding to Agency Questions, etc...						

C. **Deliverables Schedule:**
 Deliverables Per Phase:

Design Development

Provide PDF package and printed copies of drawings at two milestones (50% and 95% DD) for team and IVGID review/comment. (Provide one printed set of drawings to client at each milestone)

Construction Documents

Provide PDF package and printed copies of drawings and project specifications at two milestones (50% and 95%) for team and IVGID review/comment. (Provide one printed set of drawings to client at each milestone)

Permitting

Understood that Submittals to Washoe County are Digital. Provide sealed/signed PDF copies of each drawing and specification sheet in the appropriate number of sets as required by each agency. . Provide sealed/signed PDF copies of all calculations. Provide completed applications for on-line permit submittals. Respond promptly to all Agency Comments. Washoe County Community Development, Washoe County Health Department, TRPA and all other Agencies having Jurisdictions.

Bidding Phase

Provide PDF copies of all drawing sheets and specification sections.

ACCEPTED AND AGREED: TSK Architects is hereby authorized to proceed with this scope of work for the fixed fee defined above.

IVGID Authorized Agent

Date

CC: Engineering Proposals for reference.

We appreciate the opportunity to continue to work with you and the Incline Village General Improvement District Leadership on the Burnt Cedar Pool Design Development, Construction Documents, Permitting, and Bidding Phase.

Please feel free to call me if you have any questions in regards to scope and associated fee listed above.

Sincerely,



Pat Pusich, AIA / TSK Architects

CC: Enclosures – Consultants Proposals

TSK ARCHITECTS
2020/2021 STANDARD BILLING RATES
(For out of contract/reimbursable work)

Senior Principal	\$275.00
Principal	\$200.00
Sr. Project Manager	\$175.00
Senior Project Architect	\$150.00
Sr. Project Designer	\$150.00
Project Manager	\$140.00
Construction Site Manager	\$125.00
Project Architect	\$120.00
Project Designer	\$110.00
Project Coordinator	\$100.00
Specifications	\$100.00
Job Captain	\$90.00
Technical Support	\$75.00
Design Support	\$75.00
Administrative Support	\$75.00

ALL TRAVEL / PER DIEM / MILEAGE TO BE REIMBURSED AT STATE RATES

Rental Vehicle	Actual Cost of Vehicle Rental, Taxes, and Fel Mileage at Standard Federal Rate
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Printing (Plain Paper)	BW	Color
8.5 x 11	.07	.11
11 x 17	.25	.29

Plots		
11x17	1.25	3.00
17x22	2.40	15.00
24x36	5.60	36.00
30x42	7.85	52.50

SHORT FORM AGREEMENT
Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
TSK ARCHITECTS
for
PROFESSIONAL SERVICES

This Agreement is made as of May 20, 2020 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "OWNER," and **TSK ARCHITECTS**, of Reno, Nevada, 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," basically consisting of Phase 1, Public Outreach, Concept Design and Cost Estimating for the District's Burnt Cedar Swimming Pool Improvement Project.

All documentation, drawings, reports and invoices submitted for this project will include IVGID Project Number 3970BD2601.

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.

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 It is agreed that time is of the essence and the Project shall be completed by no later than July 24, 2020.

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 based on time and materials as indicated in Attachment "A", with a Not to Exceed amount of **Thirty-Two Thousand Two Hundred Dollars (\$32,200.00).**

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

Drawings and specifications remain the property of the CONSULTANT. Copies of the drawings and specifications retained by OWNER may be utilized only for his/her use and for occupying the project for which they were prepared, and not for the construction of any other project.

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 OWNER, 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 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 Section 5.6 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

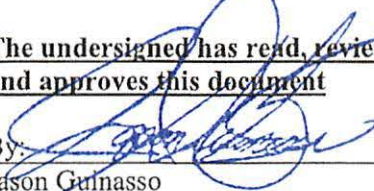
This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, 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.

**OWNER:
INCLINE VILLAGE G. I. D.**

CONTRACTOR:

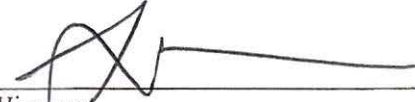
The undersigned has read, reviewed
and approves this document

By: 
Jason Guinasso
IVGID Legal Counsel

By: 
Signature of Authorized Representative
J. Patrick Pusich
Print or Type Name

Agreed to:

Address for Giving Notice:
TSK Architects
225 S. Arlington Ave., Suite A
Reno, Nevada 89501
775-857-2949
reno-tahoe@tska.com

By: 
Indra Winquest
Interim General Manager

Washoe County
Business License No. W001990A-LIC

Address for Giving Notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Phone
info@ivgid.org



May 20, 2020 (Revised Scope and Fees to be T&M /NTE)

Nathan Chorey, Engineering Manager
Incline Village General Improvement District (IVGID)
1220 Sweetwater Road
Incline Village, NV 89451
P. 775-83201372

E. npc@ivgid.org

**Attachment A to
Short Form Agreement
dated May 20, 2020**

**RE: Burnt Cedar Swimming Pool Improvement Project AE Proposal
IVGID Project Number: 3970BD2601
Phase 1 – Public Outreach, Concept Design & Cost Estimate**

Dear Mr. Chorey,

Thank you for selecting TSK and the skilled team members of Aquatics Design, Resource Concepts Inc., and Design Workshop to proceed with Phase 1 activities for the Burnt Cedar Swimming Pool Improvements located at the Burnt Cedar Park in Incline Village, Nevada. We truly recognize the importance of this project to the Lake Tahoe Community and being entrusted to manage this initial phase of this project for the Incline Village Improvement District and Community. This proposal is revised pursuant to our conference call on 5/18/2020 where a reduced scope for this initial phase was agreed.

We understand the project scope for Phase 1 to include:

1. Analysis of the existing studies and reports completed to date.
2. Site Investigation is not required by Civil and Landscape Architects. Just a site/facility review by Aquatics Design Group and TSK.
3. Community Outreach Activities are not required. TSK and Aquatics Design Group to meet with 4-5 individuals as selected by IVGID to determine the scope and design direction for pool renovations.
4. Permitting Agency Discussions and Documentation of requirements and anticipated durations from the regulatory agencies. Including, but not limited to, Washoe County Building Department, Washoe County Health Department, and Tahoe Regional Planning Authority (TRPA). Determine schedule durations for agency reviews and important informational items needed.
5. Provide Concept Design Options to reflect findings and recommendations from the earlier analysis and public outreach efforts. Provide two (2) Design Options.
6. Concept Design Cost Estimate to be developed as a Rough Order of Magnitude by TSK/Aquatics Design Group. TSK to review the ROM Cost Estimate with a local Northern Nevada Contractor for feedback.

Phase 1 Project Team:

- TSK Architects, 225 South Arlington Avenue, Suite A., Reno, NV, 89501 P. 775-857-2949
- Aquatic Design Group, Inc., 2226 Faraday Avenue, Carlsbad, CA, 92008. P. 760-438-8400

Excluded Disciplines:

- Civil Engineering, Surveying, and Landscape Architecture.
- Environmental Analysis and Studies
- Traffic Engineering and Analysis
- Geotechnical Investigations and Reports
- Special Inspections and Testing
- Hazardous Materials Testing and Abatement
- Public Relations Firm (Can be added cost if so requested)

Phased Project Services Delivery: Pursuant to direction, it is understood this will be a two-phased project. Phase 1 to be focused on Key Stakeholder Meetings, Concept Design Options, and ROM Cost Estimating. Phase 2 is not included in this current proposal but will consist of Schematic Design through Construction Administration Services on the selected Concept Design with the full scope AE Team (Civil, LS, Aquatics, and TSK).

Disciplines, Fees and Schedules as follows:

-
1. Architectural TSK
TSK Architect's roll is to lead the Phase 1 efforts commencing with Key Stake Holders Meetings and document recommendations. TSK to also have telephone calls with Permitting Agencies and document recommendations. TSK to assist with the Concept Design efforts with Aquatics Design Group and set up either in-person presentations or Video Conference Presentations (Coved 19 Dependent). TSK to lead the efforts to provide coordinated concept design, reports, and Community Outreach Documentation. TSK will also assist in having a General Contractor review the Aquatics Design Group Estimate.

Documents to include:

- a. Agendas and presentations for Key Stake Holder meetings.
- b. Document with meeting notes each meeting and distribution to all members.
- c. Coordinate with Aquatic Design Group to assist in providing Concept Design Options and facilitate discussions with Client & Key Stake Holders. Document comments and direction on Concept Design Presentation Discussions.
- d. Summary ROM Cost Estimate.
- e. Document Permitting Agency concerns, recommendations, and anticipated schedules for future phases of the project that will require permitting and agency approvals.
- f. Provide formal presentation booklet of the project tasks and final recommendations.

2. Aquatic Design Concept Design Services Aquatics Design Group
Reference Aquatic Design Group Proposal dated May 12, 2020

Scope of Work: Aquatic Design Group to perform consultation services as required providing Phase 1 Concept Design Tasks for the swimming pool improvements.

- a. Visit the project site and meet with staff to determine facility program needs and other issues to be addressed.
- b. Complete a site investigation documenting existing conditions, areas of concern and site opportunities for a swimming pool modernization project.
- c. Prepare a written site assessment report outlining observations and opportunities.

- d. Prepare series of potential options for consideration by the client that can be used during Key Stake Holder meetings.
- e. Participate in Key Stake Holder meetings as required.
- f. Participate in Agency outreach for pool Modernization needs.
- g. Based on selected swimming pool option, ADG will prepare a basis of design document for use by the Client that describes the pool characteristics, programming capabilities, and design intent for pool systems.
- h. ADG shall prepare swimming pool plan view(s) for use in concept design package.
- i. ADG shall submit to the client an estimate of probably cost based on current area, volume, and other unit costs. ADG to work with OCMI for final cost model projection.
- j. Meetings/visits to the Client Office and Project site. Due to COVID-19, travel restrictions, the following meeting/site visit options are available to help maintain a fluid project while balancing travel and meeting schedules. If COVID-19 related travel restrictions are lifted, design, phase meetings and community workshops can be made in person.
 - Video/Conference Calls – As Needed.
 - In-Person – Six (6) meetings.
- k. Exclusions to Scope of services.
 - As-Built Drawings (Provided by TSK)
 - Evaluations of Buildings, Site Work and Site Utilities.
 - Destructive testing of exiting pool structures to confirm as-built condition. Note ADG cannot guarantee structural integrity of exiting pool structures without confirming as-built condition of pool wall thickness, concrete reinforcement and compressive strength. Additional engineering for deficient structures will be considered an additional service.
 - Design and/or engineering drawings and technical specifications beyond concept design phase.

A. Work Schedule and Deliverables: TSK and the Aquatics Design Group will provide scaled design document package, recommendations report, and cost estimate based on the direction of the Client and Community Outreach Recommendations.

Work Schedule below is subject to modifications depending on Contract Approval, Kick Off Meeting and availability of Key Stakeholders.

Task	Start	Complete	Duration
Design Kick Off Meeting	June 17		1 day
TSK ADG Site Visit	June 17		
Key Stakeholder Outreach	June 17	June 24	2 weeks
Permitting Agencies Coordination.	June 17	June 24	1 week
Concept Design Phase	June 24	July 17	3 weeks
Concept Design & Estimate Presentation		July 17	
Final ROM Cost Estimate	July 19	July 23	1.5 weeks

B. **Reimbursable Expenses:** Recommended reimbursable allowances are noted in the fee schedule. Reimbursables to include direct costs with no mark ups. Reimbursables to include vehicle mileage, fuel, printing/plotting and items as needed for the Stake Holder Meeting events. No additional expenses shall be incurred without prior written approval from the Client. These costs will be submitted monthly with invoice support information included.

C. Fee Schedule Phase 1 Activities.

TSK and Aquatics Design Group have confirmed that the work will be acceptable to proceed on a Time and Material Basis with the Not to Exceed Amounts noted below. Monthly invoices will indicate time/activity/rates.

Firm	Fee	Site Visits	Notes:
TSK Architects (TSK) T&M/NTE	14,200	3	Approx. 110 total hours
Aquatic Design Group (ADG) T&M/NTE	12,500	1	5/12/2020 proposal
Subtotal Fees	26,700	T&M Not to Exceed	
TSK Reimbursables	1,500		only as requested and 0% mark up
ADG Reimbursables	4,000		only as requested and 0% mark up
Subtotal Reimbursables	5,500		
Total Fees + Reimbursables		32,200	

We appreciate the opportunity to present our proposal and we look forward to working with you on the Burnt Cedar Swimming Pool Improvement Project and Incline Village General Improvement District Team!

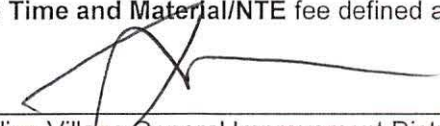
Please feel free to call me if you have any questions in regards to the project scope and associated fees. We welcome the chance to discuss further.

Sincerely,



Pat Pusich, AIA / TSK Architects

ACCEPTED AND AGREED: TSK Architects is hereby authorized to proceed with this scope of work for the **Time and Material/NTE** fee defined above.



Incline Village General Improvement District

6/3/2020
Date

(Also, an AIA Owner/Architect Agreement can be provided if requested)

CC: Engineering Proposals for reference.

tsk architects 225 south arlington ave., suite a., reno, Nevada 89502

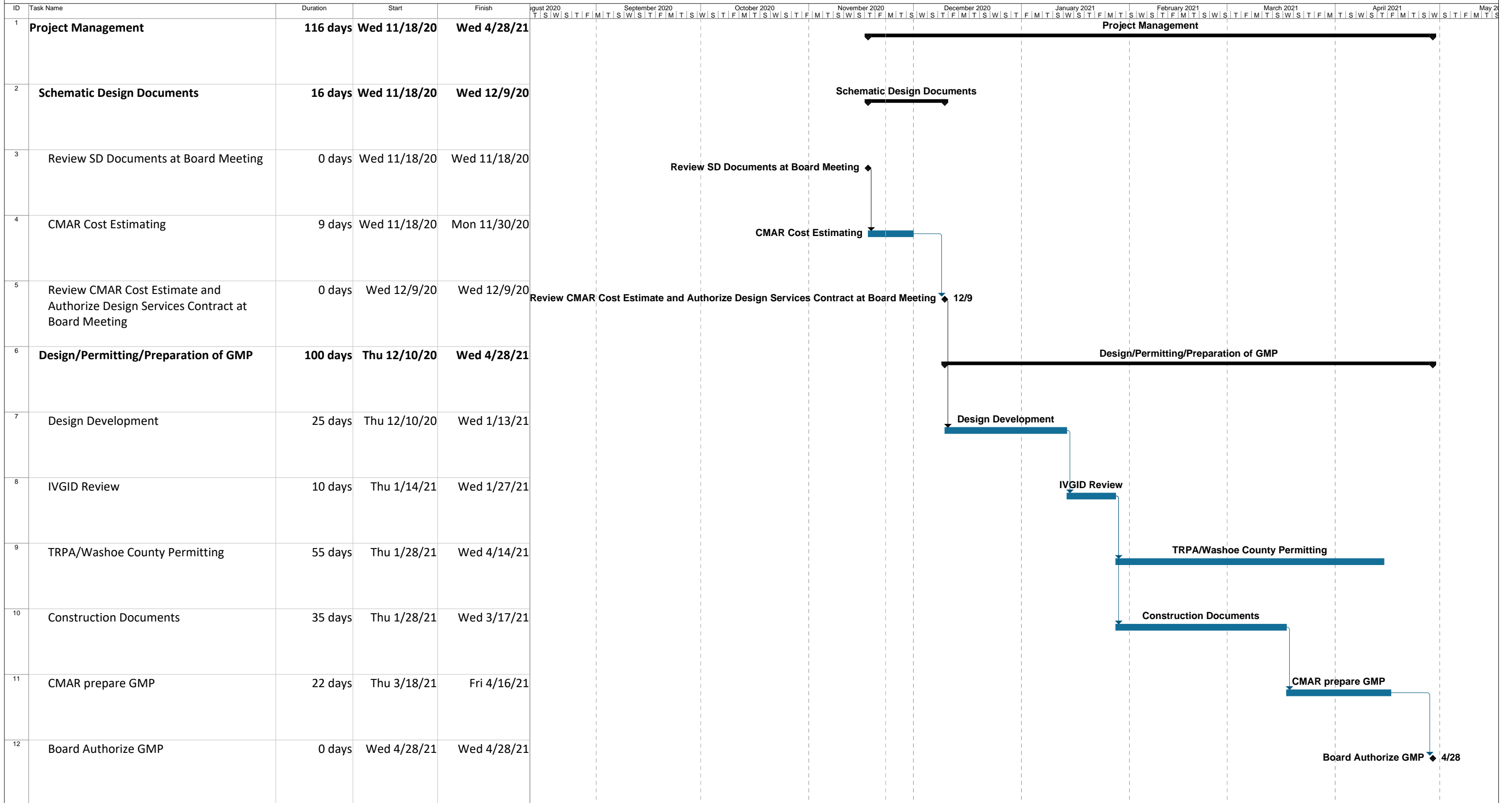
**TSK ARCHITECTS
2020 STANDARD BILLING RATES
(For out of contract/reimbursable work)**

Senior Principal	\$275.00
Principal	\$200.00
Sr. Project Manager	\$175.00
Senior Project Architect	\$150.00
Sr. Project Designer	\$150.00
Project Manager	\$140.00
Construction Site Manager	\$125.00
Project Architect	\$120.00
Project Designer	\$110.00
Project Coordinator	\$100.00
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Plots		
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17x22	2.40	15.00
24x36	5.60	36.00
30x42	7.85	52.50

Burnt Cedar Swimming Pool Improvement Project - Tentative Final Design Schedule





Project Summary

Project Number:	3970BD2601
Title:	Burnt Cedar Swimming Pool Improvements
Project Type:	D - Capital Improvement - Existing Facilities
Division:	70 - Beach Aquatics
Budget Year:	2021
Finance Options:	
Asset Type:	BD - Buildings & Structures
Active:	Yes

Project Description

The Burnt Cedar Swimming Pool and Toddler pool fiberglass surfaces require periodic replacement. Over time, discoloration, cracking and surface failure will create health and safety impacts to continued use of the pools. Breakdown of the pool surface will allow materials to cloud the water and make it unsanitary and cloudy water will not meet health dept safety code requirements. It has been determined the pool has reached the end of its service life. This project is for full swimming and toddler pool replacement, associated mechanical systems improvements, and pool deck replacement.

A consultant will be selected to complete an alternative layout analysis and evaluate existing mechanical systems. Consideration will be given to reducing the maximum depth of the pool, providing a zero-entry pool edge for improved ADA access, maintaining a water slide, and a second toddler pool or splash pad.

Project Internal Staff

Engineering will manage the project. The Director of Parks and Recreation will determine the needs for the project and coordinate project timing because the pool will need to be out of service during the summer season to complete the work. A community interest committee will be convened by the General Manager.

Project Justification

This project will reconstruct the swimming and toddler pool, mechanical equipment and pool deck. The cost estimate is a placeholder at this time because the exact scope of work has not been identified for the replacement Burnt Cedar pool facility. The General Manager will lead a community group to received input on community desires and needs for a new pool facility. It is anticipated at this time that construction will occur in the summer of 2021. The impact to the facility will be substantial during the summer operation period. Construction will require the closing of the pool facility for the whole summer or a portion of the summer.

Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2021			
Design	225,000	0	225,000
Year Total	225,000	0	225,000
2022			
Construction Management	225,000	0	225,000
Construction Reserves	225,000	0	225,000
Placeholder - Construction	2,250,000	0	2,250,000
Year Total	2,700,000	0	2,700,000
	2,925,000	0	2,925,000

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2012	Jul 1, 2019	Jun 30, 2022	Engineering Manager	