
NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 p.m. on June 29, 2022 in the **Boardroom, 893 Southwood Boulevard**, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone (the telephone number will be posted to our website on the day of the meeting). The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

C. INITIAL PUBLIC COMMENTS* - *Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA (*for possible action*)

The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.

-OR-

The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.

E. REPORTS TO THE BOARD* - Reports are intended to inform the Board and/or the public.

1. North Lake Tahoe Fire Protection District Fire Chief Sommers - Verbal Update regarding defensible space and other related topics relevant to the community

2. District General Manager's Report – **pages 5 - 10**

F. REVIEW OF THE LONG RANGE CALENDAR (*for possible action*) – **pages 11 - 12**

G. CONSENT CALENDAR (*for possible action*)

1. **SUBJECT:** Approve an agreement for media buying services for Fiscal Year 2022/23; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$215,250 in paid media spending, \$40,000 in trade media spending, and up to \$53,000 in agency fees – a grand total of up to \$308,250. (Requesting Staff Member: Marketing Manager Paul Raymore) – **pages 13 - 24**

Incline Village General Improvement District

Incline Village General Improvement District is a fiscally responsible community partner which provides superior utility services and community oriented recreation programs and facilities with passion for the quality of life and our environment while investing in the Tahoe basin.

893 Southwood Boulevard, Incline Village, Nevada 89451 • (775) 832-1100 • FAX (775) 832-1122

www.yourtahoeplace.com

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NOTICE OF MEETING

Agenda for the Board Meeting of June 29, 2022 - Page 2

2. **SUBJECT:** Approve a Change Order to the contract with CORE Construction (Burnt Cedar Swimming Pool and Site Improvements Project) in the amount of \$44,872 and authorize the reallocation of \$44,872 of available funding within the Burnt Cedar Pool and Site Improvements Project (CIP3972BD1301) to the Aquatics Fund 390-39-850-7415 for the purchase of new pool furniture. (Requesting Staff Member: Director of Public Works Brad Underwood) – *pages 25 - 30*
3. **SUBJECT:** Approve Amendment No. 5 for the Effluent Pond Lining Project in the amount of \$216,000 – 2599SS2010 - Fund: Utilities; Division: Sewer; Vendor: Jacobs Engineering Group Inc. (Jacobs) and authorize Staff to execute the Amendment (Requesting Staff Member: Director of Public Works Brad Underwood) – *pages 31 - 47*

H. GENERAL BUSINESS (*for possible action*)

1. **SUBJECT:** Review, discuss, and possibly approve the 30% Schematic Design of the Recreation Center Expansion Project; the award of the H&K contract, the award of the Exline & Co. contract, the award of the CMAR pre-construction contract with CORE West, Inc., and acknowledge the development of and intent to enter into a Progressive Grant Agreement with the Duffield Foundation. (Requesting Staff Member: District General Manager Indra Winquest with support from Director of Public Works Brad Underwood) – *pages 48 - 165*

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

2. **SUBJECT:** Reimbursement Agreement for replacement of a section of water main within Ponderosa Ranch Road (Requesting Staff Member: Director of Public Works Brad Underwood) – *pages 166 - 173*

Recommendation for Action: That the Board of Trustees makes a motion to approve a Reimbursement Agreement for replacement of a section of waterline within Ponderosa Ranch Road; Fund: 200 Utility; Vendor: Nevada Pacific Consulting, in the amount of \$47,702.50, plus a \$2,000 contingency; authorize amending the current FY 21-22 CIP budget, establishment of a new project within Fund: 200 Utility in the amount of \$49,702.50; and authorize Staff to execute the Reimbursement Agreement based on a review by General Counsel.

3. **SUBJECT:** Diamond Peak Ski Education Foundation – District Agreement (Requesting Staff Member: General Manager Diamond Peak Ski Resort) – *pages 174 - 281*

Recommendation for Action: That the Board of Trustees makes a motion to approve an agreement between the Incline Village General Improvement District and the Diamond Peak Ski Education Foundation to operate ski education programs at the Districts Diamond Peak Ski Resort for the period beginning July 1, 2022 through June 30, 2027 and authorize Staff to execute all agreement documents based on a review by General Counsel. General Counsel has reviewed the clean agreement.

NOTICE OF MEETING

Agenda for the Board Meeting of June 29, 2022 - Page 3

4. **SUBJECT:** Consideration of Draft Purchasing Policy (Management Partners) (Requesting Staff Member: Director of Finance Paul Navazio) – *pages 282 - 311*

Recommendation for Action: It is recommended that the Board of Trustees review, discuss and provide feedback on drafts of proposed District Purchasing Policies related to a) goods and services and b) Public Works Contracts, and direct staff to return to the Board with updated policy documents for consideration and approval via Board Resolution at the July 27th meeting.

5. **SUBJECT:** Status Report on Implementation of Recommendations from the three Reports issued by Moss Adams, LLC related to a) Construction Advisory Services, b) Evaluation of Certain Accounting and Reporting Matters, and c) Board Policies and Practices. (Requesting Staff Member: Director of Finance Paul Navazio) – *pages 312 - 347*

Recommendation for Action: Staff recommends that the Board of Trustees receive a report on management's implementation of recommendations offered by Moss Adams through the course of various consulting engagements, and review, discuss and provide feedback on a draft update to Board Policy 12.1.0, consolidating existing Board Policies 12.1 and 13.1 and Board Practice 13.2, and incorporating recommendations contained in Moss Adams' most recent report related to review of Board Policies and Practices, as presented to the Board of Trustees at their meeting of January 12, 2022.

6. **SUBJECT:** 5-Year CIP Approval (Requesting Staff Member: Director of Finance Paul Navazio) – *pages 348 - 359*

Recommendation for Action: It is recommended that the Board of Trustees review and provide feedback to the updated Five-Year Capital Improvement Plan developed through the FY2022/23 Budget Process for preparation of Form 4411LGF to be submitted to the Department of Taxation.

7. **SUBJECT:** Review, discuss and potentially provide amendments to Policy 15.1.0 to modify the term of Audit Committee appointments to expire in February and to discuss potential additional amendments for future approval regarding Audit Committee eligibility (Requesting Trustee: Trustee Sara Schmitz with support from District General Counsel Joshua Nelson) – *pages 360 - 379*

Recommendation for Action: It is recommended that the Board of Trustees review, discuss, and potentially approve amendments to Policy 15.1.0 to modify the term of Audit Committee appointments to expire in February instead of June. The Board of Trustees may further wish to discuss potential additional amendments regarding Audit Committee eligibility for approval at a future meeting.

8. **SUBJECT:** Case No. CV18-01564 Mark E. Smith v. IVGID -Review, discuss and possibly approve a settlement agreement with the plaintiff – *pages 380 - 381*

Recommendation for Action: That the Board of Trustees makes a motion to approve the settlement agreement with the plaintiff in Mark E. Smith v. IVGID, Case No. CV18-01564

9. **SUBJECT:** Review, discuss and potentially provide approve Resolution No. 1896 repealing Resolution No. 1575/Policy and Procedure No. 120 (Requesting Staff Member: District General Manager Indra Winquest) – *pages 382 - 383*

Recommendation for Action: It is recommended that the Board of Trustees review, discuss, and potentially approve Resolution No. 1896 repealing Resolution No. 1575/Policy and Procedure No. 120.

NOTICE OF MEETING

Agenda for the Board Meeting of June 29, 2022 - Page 4

I. MEETING MINUTES (for possible action)

1. Meeting of May 26, 2022 – *pages 384 - 463*

J. FINAL PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.

K. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, June 24, 2022 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of June 29, 2022) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website (www.yourtahoeplace.com/Board of Trustees/Meetings and Agendas)
3. State of Nevada public noticing website (<https://notice.nv.gov/>)

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

Board of Trustees: *Tim Callicrate - Chairman, Matthew Dent, Sara Schmitz, Kendra Wong, and Michaela Tonking.*

Notes: *Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. IVGID'S agenda packets are available at IVGID's website, www.yourtahoeplace.com; go to "Board Meetings and Agendas".*

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of June 29, 2022

DATE: June 22, 2022

Please see attachments:

1. Incline Village/Crystal Bay Community July 4th, 2022 Celebration Schedule of Events
2. Operational Agreement for access to IVGID Beaches between the Parkside Inn and IVGID Parks & Recreation

Venue Map

For a complete schedule and more details scan the QR code on the front of the pamphlet or visit www.4thofjulytahoe.com



A Hometown Partnership



INCLINE VILLAGE & CRYSTAL BAY COMMUNITY July 4th Celebration - 2022

Attachment 1



For a complete schedule and more details scan the QR code.

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<https://www.4thofjulytahoe.com/>

Photos by Chris Talbot, Jen Schmidt & IVGID Staff

Saturday, July 2nd

★ 8am-10am - NLTFPD Flag Raising and Pancake Breakfast

Station 11 at 875 Tanager
Sponsored by Alibi Ale Works

Join your friends and neighbors for cakes hot off the griddle served up by North Lake Tahoe Fire Protection District.

★ 10:00am - IVGID Bike Parade & Local Heroes Parade

893 Southwood to Village Green on Incline Way
Sponsored by IVCBA and the Rotary Club of Tahoe-Incline

All kids bring your bike, scooter, wagon, or tricycle and help us lead the Local Heroes Parade! This local event invites the entire community to celebrate by being IN the parade or being a spectator.

★ 11:15am - Local Heroes Community Fair

Village Green

Enjoy music provided by the Jambulance, Kids Games, Vendors, Washoe County Sheriff's Office Meet & Greet, and much more!

No Fires in Incline Village & Crystal Bay

Wood & Charcoal Burning Banned

ALL FORMS OF OPEN FLAME ARE PROHIBITED

DURING RED FLAG WEATHER CONDITIONS



Sunday, July 3rd

★ 11:00am- USAF Pave Hawk Landing and Static Display

Village Green

Sponsored by Incline Tahoe Foundation/
Bob Wheeler Memorial Fund

The 129th Rescue Wing will be landing the HH60 Pave Hawk helicopter on the Village Green providing an opportunity for all to see, up close and personal.

★ 11:30am - Flag Raising

Village Green

★ 12:00pm - Veterans Recognition Luncheon

Aspen Grove

Sponsored by Cornerstone Community Church

Cornerstone Community Church pays tribute to veterans and active duty personnel with a lunch in their honor. Tickets for guests will be sold at the gate. Veterans are FREE!

★ Dusk - Flag Retirement Ceremony

Village Green

Sponsored by IVCB Veterans Club/NLTFPD/Rotary

All are welcome to bring old and worn flags to retire in the traditional manner with a ceremonial retirement opportunity.

Swim safe and be prepared:

- Wear a life jacket and know your swimming limitations
- Enter the water slowly
- Feet first, first time
- Swim with a friend
- Respect the dangers of cold water

Monday, July 4th

★ 8am-12pm - Pancake Breakfast

Aspen Grove

Sponsored by IVCB Veterans Club

Satisfy your 4th of July appetite with a stack of pancakes, blueberries, bacon, and sausage. Proceeds benefit the Incline Village Crystal Bay Veterans Club. To purchase tickets, call 775.832.1310, visit the Rec Center or purchase at the event gate.

★ 1:00pm - Veterans Tribute VIP Luncheon

Incline Beach - beach access required

Sponsored by Cornerstone Community Church

Veterans and active duty personal are invited to attend a special tribute to those who have served and continue to serve our country. Limited reserved seating and a lunch is provided.

★ 1:30pm - US Air Force Pararescue Training Mission Over Lake Tahoe

Over the lake at Incline Beach

The USAF Pararescue Jumpers (PJ's) has become an annual tradition for the 129th Rescue Wing. Witness an actual combat search and rescue training mission.

★ Dusk - Incline Village Crystal Bay July 4th SkyShow

Seating starts at 8:00 pm at Ridgeline Park - 1, 2, 3



Scan QR code or visit ivcbsskyshow.org for more information or to make a donation.

**Deeded Beach Access for Occupants of Hotels
Ordinance 7
Proposed Policy and Procedure
Parkside Inn**

Attachment 2

OVERVIEW

In compliance with the Beach Deed, dated June 4th 1968, between the Village Development and Incline Village General Improvement District (IVGID), the Board of Trustees voted to provide a beach access method “specifically for occupants of hotels and motels “as outlined in the deed. The method for access will be established by the Director of Parks & Recreation and approved by the General Manager. Daily access will be “reasonably managed” by the Beach Host staff in accordance with beach operations policies.

On May 26, 2022 the IVGID Board of Trustees approved the following:

“Occupants of hotels/motels: Occupants of hotels/motels shall be provided access to the beaches consistent with the terms of the Beach Deed subject to District administrative rules and regulations which shall include a verification process. This process, at a minimum, shall include payment of an occupant fee. Access shall be limited to occupants of the hotel/motel. The District has the authority to reasonably regulate access to the beaches by occupants of hotels/motels. The occupant fee, effective June 1, 2022, is \$15 per person and payable via punch card or credit card only by the hotel/motel owner”.

NOTE: Effective July 1, 2022, the Hotel Occupant Beach Access fee will increase to \$16.

PROPOSAL: HOTEL OCCUPANT BEACH ACCESS CARD POLICY AND PROCEDURE

**Parkside Inn
1003 Tahoe Blvd
Incline Village, NV 89451
38 Room Hotel**

**Owners: Ali and Natasha Warner
General Manager: Andrew Gauthier**

Current hotel occupancy - 118
Proposed occupancy post 2022 – 2023 renovation – 106

Daily Beach Access Allowance:

- Access is granted to hotel occupants, only. Guests of hotel occupants are not allowed access with the Hotel Occupant Beach Access Card. Daily use expected to be at or below 75 guests and separated between beaches with a draft separation provided below:
 - Burnt Cedar 35
 - Incline Beach 40
 - Daily total 75

- Hotel Occupant Beach Access is not allowed through the Ski Beach Gate. Access to Ski and Hermit Beach can be obtained via the Incline Beach footbridge

Hotel Occupant Beach Access Card Vermont Product

A total of 38 Hotel Occupant Beach Access Cards, one per room, will be issued by the Director of Parks & Recreation to the Parkside Inn General Manager. Additionally, one IVGID Picture Pass will be issued to the onsite-manager. The cards (see Exhibit A) will bear an IVGID identification number, note the Parkside Inn room number and the maximum number of occupants allowed in each specific room. The card will be trackable in Vermont as a Parkside Inn product with a \$0 transaction amount. Credit card revenue collected for occupant access will be credited to GUEST in the beach access Vermont product.

Parkside Inn Card Issuance Procedures

Once the Hotel Occupant Beach Access cards are issued they will be managed on property by the Parkside Inn General Manager and the hotel front desk staff. The Hotel Occupant Beach Access cards will be stored in a secure location.

- Occupants who request a Hotel Occupant Beach Access Card will be issued the card specifically for the room they occupy
- The occupant will sign a waiver acknowledging that they:
 1. have read and understand the IVGID Beach Rules & Regulations
 2. must present their Parkside Inn Registration form (see Exhibit B) and a photo ID along with the Hotel Occupant Beach Access Card at the beach gate
 3. understand if the card is lost, stolen or not returned upon their departure the credit card on file will be automatically charged a \$15 administration fee by the Parkside Inn.

NOTE: If a card is not returned upon departure the lost card information will be reported to the IVGID Recreation Counter and invalidated immediately. A replacement card will be issued to the Parkside Inn management for a fee of \$15 per card.

Beach Access Process

The occupants of the Parkside Inn will present the Hotel Occupant Beach Access Card, a Parkside Inn Registration form and a photo ID at the beach gate. The Beach Host will scan the card. A fee for each occupant scanned to the Hotel Occupant Beach Access Card will be charged to a credit card.

EXHIBIT A



EXHIBIT B



First name Susan
 Last name Ruby
 Email susan@ruby.org
 Telephone 925-818-3336

Marketing emails
 I'd like to occasionally receive marketing updates.

Registration card

Arrival (Month/Day/Year) 6 / 23 / 2022 Departure (Month/Day/Year) 6 / 25 / 2022
 Room 116
 Rate (Tax excluded) \$229.00
 Confirmation number 496

The undersigned also agrees to the following Acknowledgments: * Any non-routine damage or additional cleaning required will be charged up to \$250 to the guest based upon an assessment by management. * This hotel is 100 Percent SMOKE-FREE, and agrees to comply with the NON-SMOKING Policy. * Stayover room cleaning services are available by request only with front desk agents. * Pets are NOT allowed in the rooms or on the property. * Noise must be kept to a minimum in or around your room. Parties of any kind are not allowed in your room. * Slippery conditions exist throughout the property whenever snow or ice is present or whenever it is wet outside. Snow or ice may fall from the roof. Please use caution and extreme care. * Management assumes no responsibility for accidents, injuries, theft/loss of any kind. * Free covered or outdoor parking is available for one car per guest room. * Guest rooms are limited to two occupants for a one bed room and four occupants for a two bed room. * The undersigned also agrees to vacate the room on the scheduled departure dates as indicated on this registration card at the Check-Out time of 11:00 am. * Late check-outs are based on availability. All late check-out requests must be confirmed with front desk agents. * Parkside Inn guests agree to abide by IVGID beach rules & regulations. IVGID beach access is strictly limited to occupants of the Parkside Inn. All occupants will be assessed an access fee at the Incline Beach or Burnt Cedar Beach booth. Parkside Inn Beach access credentials must be returned to the front desk at the time of check out, failure to do so will result in a \$100 fee. Parking is limited to residents only during peak periods.

Date of signature _____
 Signature of guest _____



LONG RANGE CALENDAR

Wednesday, July 27, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- Indebtedness Report and 5-Year CIP (Navazio) - Report
- Approval of Blanket Purchase Orders for FY2022-23 (Consent Calendar)
- Installation RFID – Software and Gantries Project #3499CE2201 (Consent Calendar)
- Incline Beach House – revisit where we have been, revisit financing options and how does the Board want to move forward – Staff added reminder – next steps (probably a Report item)
- Policy 3.1.0 review (Request by Trustee Tonking - 5/26/2021)
- Bonding Report
- Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District effective June 1, 2022 - Actions on Fees as stated in paragraphs 36, 69, 71 and 81 (Requesting Staff Member: District General Manager Indra Winquest)
- Review, discuss, and adopt Policy and Procedure No. 141/Resolution No. 1895 regarding complimentary and discounted use of District facilities and programs (Requesting Staff Member: District General Counsel Joshua Nelson)
- Progressive Grant Agreement between IVGID and the Duffield Foundation – RC Expansion
- Mountain Golf Cart Path Replacement – Revised Scope – Brad Underwood

Wednesday, August 31, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- Approval of Consultant for Utility Master Plan (Consent Calendar)

Wednesday, September 28, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- FY2021-22 Fourth Quarter Budget Update (Reports)
- FY2021-22 Fourth Quarter CIP Popular Status Report (Reports)
- Recommended FY2021-22 Carry-Forward Appropriations (amending FY2022-23 Budget)

Wednesday, October 12, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

Wednesday, October 26, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

Wednesday, November 9, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- ❖ FY2022-23 First Quarter Budget Update (Reports)
- ❖ FY2022-23 First Quarter CIP Popular Status Report (Reports)
- ❖ Beach Season Update to include update on the Ordinance 7 (which includes the Family Tree) changes made in May 2022 (requested 4/27/2022 – Trustee Schmitz)



LONG RANGE CALENDAR

Wednesday December 14, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

Parking Lot Items – To be scheduled

	<i>Items sitting in the parking lot (to be discussed but (a) not yet scheduled for a specific Regular Board Meeting) or (b) a future Board not on this calendar</i>
A	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF (Request by Trustee Schmitz – 01/18/2021)
B	Develop a policy and criteria for Professional Services (see Moss Adams 1 Report) (Request by Trustee Schmitz – 03/10/2021; asked again on 4/29/2021)
C	Tax implications for benefits for employees (Request by Trustee Schmitz – 03/10/2021 – District General Counsel Nelson is working on an opinion)
D	Review of service levels – Golf will be coming first – maybe on 01/26/2022 agenda – Date Requested:
E	Next step on Diamond Peak parking lot/Ski Way – Staff added reminder
F	Code of Conduct – Date Requested:
G	List of contracts, etc. that need annual Board Review – District General Manager and District Clerk – Date Requested:
H	Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds. (Request by Trustee Schmitz – 11/03/2021) Related to Policy 20.
I	Retaining special legal counsel for construction contracts, Staff member suggested, review and discuss as a Board and decide how to move (Request by Trustee Schmitz – 11/03/2021)
J	Meeting Minutes: Do we want our meeting minutes to have more alignment with what is said at the meeting or are these summaries acceptable? (Request by Trustee Schmitz – 11/03/2021)
K	Board of Trustees Handbook – awaiting Dr. Mathis’ feedback
L	Board packet material requirements – Date Requested:
M	Diamond Peak Master Plan – revisit – Date Requested: 4/27/2022 – Trustee Schmitz
N	General Manager’s Goals and Board Norms facilitated by Dr. Bill Mathis (Special Meeting)
O	Policy 16.1.0 – (requested by Trustee Schmitz – 6/8/2022)
P	Possible future Board item – Reactivate CBWS after the Board gets input from NLTFPD – Date Requested 5/11/2022 – Trustee Callicrate

*Budget approval is required after the third Monday however whatever date is selected, a 10-day notice must be given. Must accomplish no later than June 1, 2022.

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Paul Raymore
District Marketing Manager

SUBJECT: Review, discuss and possibly approve an agreement for media buying services for Fiscal Year 2022/23; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$215,250 in paid media spending, \$40,000 in trade media spending, and up to \$53,000 in agency fees – a grand total of up to \$308,250.

DATE: June 29, 2022

I. RECOMMENDATION

That the Board of Trustees make a motion to authorize Staff to enter into an agreement with EXL Media for 2022/23 Fiscal Year media buying services for Diamond Peak Ski Resort, the Championship and Mountain Golf Courses, and the Facilities Department, for a not-to-exceed total amount of \$308,250.

II. STRATEGIC PLAN REFERENCE(S)

Long Range Principle #6 – Communication – The District will engage, interact and educate to promote understanding of the programs, activities, services, and ongoing affairs.

- Provide clear, concise and timely information in multiple, publicly accessible formats.
- Ensure that both internal and external communication is responsive, comprehensive and inclusive.

III. BACKGROUND

As a component of the District’s Diamond Peak, Golf Courses, and Facilities annual communications and marketing plans, the District contracts with a media

Review, discuss and possibly approve an agreement for media buying services for Fiscal Year 2022/23; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$215,250 in paid media spending, \$40,000 in trade media spending, and \$53,000 in agency fees – a grand total of up to \$308,250.

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June 29, 2022

buying agency to help plan, place and negotiate rates for advertising placements. This includes, but is not limited to, print ads, digital ads, digital billboards, mobile ads, television ads and paid search campaigns. This is an essential service for the District's Marketing Staff as the research, documentation, reporting, and support received from the third party provider significantly exceeds in-house capabilities.

Since the 2013/14 Fiscal Year, the IVGID Marketing Team has utilized Incline Village-based media buying agency EXL Media for the District's media buying services. This stretch follows the one-year period (Fiscal Year 2012/13) in which the District utilized another agency for media buying, ultimately returning to EXL Media after being unsatisfied with the other agency's services and results.

At the May 23, 2018 Board meeting, the Board of Trustees authorized awarding the District's 2018/19 media buying services agreement to EXL Media with a cost of \$419,500.

At the May 22, 2019 Board meeting, the Board of Trustees authorized awarding the District's 2019/20 media buying services agreement to EXL Media with a cost of \$424,600.

At the September 30, 2020 Board meeting, the Board of Trustees authorized awarding the District's 2020/21 media buying services agreement to EXL Media with a cost of \$100,000. This agreement was drastically cut back from normal spending levels due to the Covid-19 pandemic.

At the September 2, 2021 Board meeting, the Board of Trustees authorized awarding the District's 2021/22 media buying services agreement to EXL Media with a cost of \$265,000.

IV. BID RESULTS

The proposed agreement is exempt from competitive bidding requirements under NRS 332.115, as a sole source purchase for professional services (NRS 332.115 subsection 1.b). However, the District's media buying services agreement went to bid before the 2019/20 Fiscal Year with local agency EXL Media selected to continue providing media buying services to the District. A full recap of the bid results are included in the May 22, 2019 Board Memo authorizing the District to enter into an agreement with EXL Media during the 2019/20 Fiscal Year. (See

Review, discuss and possibly approve an agreement for media buying services for Fiscal Year 2022/23; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$215,250 in paid media spending, \$40,000 in trade media spending, and \$53,000 in agency fees – a grand total of up to \$308,250.

pages 263 – 295 of the May 22, 2019 Board packet.) The 2022/23 Fiscal Year would be year four (4) of an agreement with EXL Media since going to bid for this service.

EXL Media is an Incline Village, Nevada based firm and has over 24 years of experience successfully handling media buys for the District. EXL Media has vast knowledge of the competitive landscape of the Lake Tahoe recreation market. Through the bidding process, they were determined to be the best qualified and capable media agency to support the District in meeting its budget objectives and will provide the level of attention, detail, and reporting that is required to ensure successful media campaigns.

V. FINANCIAL IMPACT AND BUDGET

The budget for the proposed media buying services agreement is included in the Board-approved Fiscal Year 2022/23 Diamond Peak, Golf Courses, and Facilities marketing budgets. A total of \$268,250 (cash) and \$40,000 (trade) is included in the approved 2022/23 District Operating Budgets for media buying and media buying services through EXL Media. The approved budgeted amounts and not-to-exceed amounts listed in the EXL Media agreement are below.

Note: The Recreation Center and Tennis & Pickleball Center have media buying contingency funding included in their budgets that would be managed in-house, if at all, rather than by EXL Media.

Paid advertising budget by venue	Budgeted amount	Not to exceed amount in EXL agreement
DIAMOND PEAK	\$160,700	\$160,700
CHAMP GOLF	\$17,050	\$17,050
MT GOLF	\$12,000	\$12,000
FACILITIES	\$25,500	\$25,500
REC CENTER	\$1,000	\$0
TENNIS & PICKLEBALL	\$1,000	\$0
DIAMOND PEAK – TRADE	\$40,000	\$40,000
GOLF - TRADE	\$0	\$0
TOTAL	Up to \$217,250 (cash) Up to \$40,000 (trade)	Up to \$215,250 (cash) Up to \$40,000 (trade)

Review, discuss and possibly approve an agreement for media buying services for Fiscal Year 2022/23; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$215,250 in paid media spending, \$40,000 in trade media spending, and \$53,000 in agency fees – a grand total of up to \$308,250.

Agency fees by venue	Budgeted amount	Not to exceed amount
DIAMOND PEAK	\$39,300	\$39,300
CHAMP GOLF	\$5,000	\$5,000
MT GOLF	\$2,700	\$2,700
FACILITIES	\$6,000	\$6,000
REC CENTER	\$0	\$0
TENNIS & PICKLEBALL	\$0	\$0
TOTAL	Up to \$53,000 (cash)	Up to \$53,000 (cash)

Staff to manage spending levels in accordance with District goals:

The proposed agreement for media buying services with EXL Media serves as a not-to-exceed template for Diamond Peak’s advertising plans, but does not commit the District to any particular advertising spending amount. Staff will work with EXL Media to adjust advertising campaigns appropriately to align with District goals.

The agreement with EXL Media will be structured to pay Agency Fees based on actual hours billed (at \$125 per hour), with not-to-exceed limits in place. Given this structure, should the District choose to cut back on or eliminate some paid advertising services this year, **there is the potential to pay less than the not-to-exceed amount of \$53,000** listed above.

History of District’s approved media buying budgets:

Description	2018/19 Budget	2019/20 Budget	2020/21 Budget*	2021/22 Budget	2022/23 Proposed
Cash Media	\$266,500	\$272,500	\$75,000	\$201,500	\$215,250
Trade Media	\$88,000	\$87,100	\$0	\$10,000	\$40,000
Agency Fees	\$65,000	\$65,000	\$25,000	\$53,500	\$53,000
Total	\$419,500	\$424,600	\$100,000	\$265,000	\$308,250

* 2020/21 fiscal year budget was cut back drastically due to COVID-19 impacts.

Review, discuss and possibly approve an agreement for media buying services for Fiscal Year 2022/23; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$215,250 in paid media spending, \$40,000 in trade media spending, and \$53,000 in agency fees – a grand total of up to \$308,250.

History of District’s EXL Media media buying actuals:

Description	2018/19 Actuals	2019/20 Actuals	2020/21 Actuals*	2021/22 Actuals	
Cash Media	\$265,010	\$233,049	\$68,769	Still TBD	
Trade Media	\$42,906	\$57,495	\$0	\$9,932	
Agency Fees	\$65,000	\$64,000	\$20,969	Still TBD	
Total	\$372,916	\$354,544	\$89,738	Still TBD	

** 2020/21 fiscal year budget was cut back drastically due to COVID-19 impacts. 2019/20 fiscal year actuals were also cut back beginning in March 2020.*

VI. ALTERNATIVES

Authorize Staff to enter into a media buying agreement during the Fiscal Year 2022/23 at different amounts than those recommended above.

Direct Staff not to enter into a media buying agreement during the Fiscal Year 2022/23, understanding that doing so will leave the District’s communications and marketing plan for the 2022/23 fiscal year vulnerable as the Media Buying Agreement is a key component to the overall annual marketing and communications plan.

VII. BUSINESS IMPACT

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

Attachments:

A – Proposed Agreement with EXL Media

Review, discuss and possibly approve an agreement for media buying services for Fiscal Year 2022/23; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$215,250 in paid media spending, \$40,000 in trade media spending, and \$53,000 in agency fees – a grand total of up to \$308,250.

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June 29, 2022

Proposed Agreement Attachment A

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

THIS AGREEMENT (“Agreement”) is entered into between Incline Village General Improvement District, a political subdivision of the State of Nevada (hereinafter referred to as “District”), on the one hand; and EXL Media Corporation, a corporation (hereinafter referred to as “EXL”), on the other hand and is effective on July 1, 2022.

WITNESSETH

- a) District is the owner and operator under Special Use Permit of Diamond Peak Ski Resort, the Championship and Mountain Golf Courses, The Chateau and Aspen Grove, the Recreation Center, and the Tennis & Pickleball Center in Incline Village, Nevada.
- b) EXL is a media buying and placement agency, located in Incline Village, Nevada, with experience in media services.
- c) District desires to retain the services of EXL to provide media services.

NOW THEREFORE, for valuable consideration, it is agreed as follows:

SECTION 1 - Agreement.

- (a) District hereby hires EXL to provide media services described herein (the “Media Services”), and EXL agrees to provide the Media Services to District. EXL will provide the Media Services to District within the timeline set between the IVGID Marketing Department and EXL.
- (b) District shall pay EXL a separate amount for each Media Service. The breakdown and total amount for the fiscal year of July 1, 2022 – June 30, 2023 is as follows:

Total contract not-to-exceed: \$308,250

- Cash Media not-to-exceed: \$215,250
 - Diamond Peak: \$160,700
 - Golf Courses: \$29,050
 - Facilities: \$25,500
 - Recreation Center: \$0
 - Tennis Center: \$0
- Trade Media not-to-exceed: \$40,000
 - Diamond Peak: \$40,000 (\$32,000 of breakage expected; only \$8,000 of trade expected to be utilized)

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

- Golf: \$0
- Agency Fees not-to-exceed: \$53,000 (billed at \$125 per hour)

As set forth in Section 2(a), cash media involves the placement of advertisements through third party media channels by EXL on behalf of District. Agency fees are fees charged by EXL to District for such services or other related services such as advertising performance analytics & tracking.

When trade is issued to a third party, IVGID services and products will be taken at full rack rate. EXL doesn't have any autonomy in discounting IVGID's services and products. Trade is to be used when possible in exchange for cash to help contribute to the overall value of the media buy.

In case additional needs arise, District may pay EXL an additional fee as agreed by both parties in a written change order to this Agreement and prior to executing the additional project.

- (c) The individual obligations of District and EXL in performing this Agreement are set forth below.

SECTION 2 - EXL's Obligations.

- (a) EXL will provide District with a selection of Media Services for use by District recreational facilities for the July 1, 2022 - June 30, 2023 fiscal year. The Media Services may include, but are not limited to, the following:
 - 1) Radio
 - 2) Outdoor
 - 3) Television/Cable
 - 4) Digital/Internet/Mobile
 - 5) Print
 - 6) Promotions
 - 7) Specialty Media
 - 8) Outdoor Production Coordination
 - 9) Advertising Performance Analytics & Tracking

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

- (b) EXL shall consult with District to provide District the opportunity for input on the selected Media Services. District's General Manager or designee shall approve all Media Services, including media buying budgets and plans before any placements are made on District's behalf. Media buying budgets and plans shall be evaluated and potentially adjusted at least quarterly, with the General Manager's or designee's written approval.
- (c) EXL shall not exceed the total amount budgeted for Media Services described above and will not incur any costs above and beyond set budget unless additional costs are authorized as set forth in Section 1(b).
- (d) EXL shall not include any non-cancellable third party contracts or media placements in any Media Services.
- (e) EXL shall provide copies of original invoices from third party vendors attached to EXL invoices. EXL shall invoice District monthly for all Media Services. Such invoices shall clearly document the amount of incurred Media Services, including third party media and agency fees. Agency fees shall be billed on an hourly basis paid in 6-minute increments. Invoices shall include the amount of agency fees and an explanation of the tasks included in each billing entry.
- (f) EXL shall pay all invoices from third party vendors on behalf of District within thirty (30) days of receipt of payment from District for the same invoices. EXL agrees that any and all third party vendors shall look to EXL for payment upon proof of payment by District to EXL for invoices in question.
- (g) EXL shall coordinate with and provide any other third party creative agencies selected by District with all applicable deadlines and make sure media deadlines are met as necessary for the Media Services.
- (h) Non-Disclosure Obligations. EXL acknowledges and agrees that during its performance under this Agreement, it may learn of, be exposed to or come into possession of certain "Confidential Information." Confidential Information is defined as information developed or owned by District or entrusted to District by others. Confidential Information includes, but is not limited to, financial information, business strategy, marketing calendars, inventory levels and best sellers, partnerships, and customer contact information. EXL agrees that it will not, directly or indirectly, (i) use such Confidential Information except as required in the normal and proper course of performing the Media Services defined in this Agreement or other

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

obligations as contemplated hereunder; (ii) disclose such Confidential Information to any other person, corporation or entity; or (iii) allow a third party access to such Confidential Information (except as otherwise may be required by law) without, in each case, obtaining the prior written approval of District. EXL agrees to protect all information including, but not limited to documents, electronic records, tapes and other media in which the Confidential Information is contained (the "Confidential Documents"). EXL further acknowledges and agrees that the Confidential Documents are, and shall remain, the sole and exclusive property of District. EXL shall not copy any Confidential Documents or remove any Confidential Documents, or copies thereof, from District premises, except as required by the normal and proper course of performing the services or other obligations hereunder. EXL agrees to return to District promptly upon request any and all property of District, including but not limited to the Confidential Documents and copies thereof, in EXL's possession or control.

SECTION 3 - District's Obligations.

- (a) District will provide EXL with customer research and will assist with information and strategy to complete media services.
- (b) District reserves the right to modify, reject, cancel or stop any and all Media Services in progress, and in such event, EXL shall immediately carry out District's instructions. In turn, District agrees to pay EXL, in accordance with the provisions of this Agreement, any and all proper charges earned and incurred by EXL in connection with such work up to the time of its discontinuance, cancellation or modification.
- (c) District shall pay EXL for the Media Services as set forth in Section 1 above and shall pay non-disputed invoices within thirty (30) days of receipt.

SECTION 4 - Relationship and Responsibility.

- (a) This Agreement is for the provision of services, and is limited to the services described herein. District and EXL agree that EXL is an independent contractor providing services to District, and neither EXL nor any employee or agent hired by EXL is or shall be considered an employee or agent of District.

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

- (b) EXL shall be responsible for all required licenses and permits for the services as specified. EXL shall be solely responsible for all agents and employees used by EXL and for all matters relating thereto, including payment for services.
- (c) EXL shall defend, indemnify and hold District harmless from any and all matters relating to or arising from the performance of the Media Services described herein, and from any claims against District by any agents or employees of EXL, except those claims which are determined to be the direct result of separate and independent negligence by District or its employees.
- (d) This Agreement is cancelable upon sixty (60) days' notice by either party. In such event, District shall only pay EXL for Media Services, including any third party vendor contracts, actually performed and completed. This Agreement is for a time period of one (1) year and may be renewed upon written agreement of EXL and District.
- (e) Subject to the limits set forth in Nevada law, expressly including, but not limited to, NRS Ch. 41, District agrees to indemnify, defend and hold EXL harmless against any loss and expense, including reasonable attorney's fees and court costs incurred as the result of any claim, suit or proceeding made or brought based upon any trademark, copyright or other infringements of intellectual property rights claim due to the content of any advertising material prepared or placed for District by EXL, provided that District approved such content. District will have the right to defend or settle any such claim, suit, or proceeding at its own expense.
- (f) EXL agrees to indemnify, defend and hold the District, its officers, directors, employees and representatives harmless, against any loss, damage, claim or expense in connection with or arising out of the breach or negligence or fault of EXL pursuant to the performance of the Media Services or as a result of EXL's representations to third parties contrary to the scope of EXL's responsibilities hereunder.

SECTION 5. Miscellaneous.

- (a) This Agreement is entered into and shall be performed in Washoe County, Nevada, and venue for any action arising from this Agreement shall be limited to Washoe County, Nevada.

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

- (b) This Agreement and the rights and obligations of the parties hereunder may not be assigned by either party without the express prior written consent of the other party. All amendments to this Agreement must be approved in a writing executed by both parties.

- (c) No provision of this Agreement shall be deemed a waiver of District's sovereign immunity beyond that presently provided by Nevada law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite each signature below.

EXL MEDIA CORPORATION

By: _____ Date _____
Name: Wendy Hummer
Title: President

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: _____ Date _____
Name: Indra Winqest
Title: General Manager

Reviewed as to form:

By: _____ Date _____
Name:
Title: District General Counsel

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

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

Kate Nelson, P.E.
Engineering Manager

SUBJECT: Burnt Cedar Pool – Contract change order to re-allocate unused project funds to purchase new pool furniture (Requesting Staff Member: Director of Public Works Brad Underwood)

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

DATE: June 29, 2022

I. RECOMMENDATION

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

1. Approve a Change Order to the contract with CORE Construction (Burnt Cedar Swimming Pool and Site Improvements Project) and authorize the re-allocation of \$44,872 of available funding within the Burnt Cedar Pool and Site Improvements Project (CIP3972BD1301) to the Aquatics Fund 390-39-850-7415 for the purchase of new pool furniture.

II. DISTRICT STRATEGIC PLAN

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

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

Approve a Change Order to the contract with CORE Construction (Burnt Cedar Swimming Pool and Site Improvements) to authorize the re-allocation of \$44,872 of available funding within the Burnt Cedar Pool and Site Improvements Project (CIP3972BD1301) to the Aquatics Fund 390-39-850-7415 for the purchase of new pool furniture.

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June 29, 2022

Community Services Master Plan – Top Tier Recommendation and Board Priority Project

III. **BACKGROUND**

The Burnt Cedar Swimming Pool and Site Improvements Project was completed on June 16, 2022. There are allowance and alternate line items included in CORE Construction's GMP (approved April 21, 2021) (Attachment A) that were not utilized during the course of construction. These items include Allowance #3 and Alternate #4. Allowance #3 was to be used for dewatering (\$25,000), and no groundwater was encountered during construction. Alternate #4 was included in the GMP for Colored Concrete (\$19,872). After seeing the colored concrete mock-ups, it was determined to not pursue the use of colored concrete for the pool deck. Work for Allowance #3 and #4 was not done, therefore, PW Staff recommends utilizing the \$25,000 from Allowance #3 and the \$19,872 from Alternate #4 to augment the Aquatics budget for the purchase new pool furniture.

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

IV. **BID RESULTS**

Not applicable.

V. **FINANCIAL IMPACT AND BUDGET**

If approved, the cost of the recommended change order to the District's contract with CORE Construction would be a deductive change order to the project. The total of the deductive change order will be \$44,872. Re-allocation of this amount would be completed by the IVGID Finance Department.

A final accounting of the Burnt Cedar Pool Improvements project will be provided in the GM Report at the July 27, 2022 Board of Trustees meeting. The final costs associated with the project are tracking to be under the GMP Budget of \$3,845,865 (Attachment A). See below for a current snapshot of the construction budget.

Approve a Change Order to the contract with CORE Construction (Burnt Cedar Swimming Pool and Site Improvements) to authorize the re-allocation of \$44,872 of available funding within the Burnt Cedar Pool and Site Improvements Project (CIP3972BD1301) to the Aquatics Fund 390-39-850-7415 for the purchase of new pool furniture.

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$3,845,865.00	\$100,896.04	\$3,946,760.04	\$3,530,289.69	\$592,984.89

VI. ALTERNATIVES

To augment the Aquatics Fund by utilizing community services fund balance.

VII. BUSINESS IMPACT

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

Attachments:

- A – CORE Construction Exhibit A.1, GMP Summary

EXHIBIT A.1 GMP SUMMARY



Burnt Cedar Beach - Pool Reconstruction

GMP, April 21, 2021

LOCATION: Incline Village, NV

#	Description		Base Price
	GENERAL REQUIREMENTS		\$165,076
TSR	General Requirements		\$165,076
	DEMOLITION / OFF-SITE INFRASTRUCTURE		\$21,800
2	Temporary Access / Logistics		\$11,000
3	Selective Demolition (Equipment Room)		\$10,800
	SITE WORK (ROUGH)		\$800,741
7	Survey, Layout and Staking		\$13,100
8	Site Clearing, Demo, Earthwork, Utilities, Paving		\$787,641
	SITE WORK (FINISH)		\$489,546
15	Landscaping & Irrigation		\$75,830
16	Fencing & Gates		\$108,476
23	Site & Building Concrete		\$269,774
24	Site Masonry		\$19,250
25	Site Metals		\$16,216
	STRUCTURE		\$42,567
36	Rough Carpentry		\$42,567
	ENCLOSURE		\$12,863
38	Caulking and Sealants		\$12,863
	INTERIOR FINISHES		\$19,245
61	Drywall & Ceiling Repair		\$5,000
62	Painting & Interior Touch-up		\$13,000
69	Concrete Finishing		\$1,245
	SPECIALTIES		\$0
	EQUIPMENT		\$1,223,000
91	Swimming Pool & Wading Pool		\$1,223,000
	MEP SYSTEMS		\$57,296
98	Plumbing Systems		\$41,059
104	Electrical & Low Voltage Systems		\$16,237
	SPECIAL SYSTEMS		\$0

Subtotal		\$2,832,134
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	GENERAL CONDITIONS		SUB TOTAL
Required	General Conditions		\$473,022
Required	Warranty Service		\$4,248

Subtotal (with General Conditions)		\$3,309,404
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EXHIBIT A.1 GMP SUMMARY



Burnt Cedar Beach - Pool Reconstruction
GMP, April 21, 2021
LOCATION: Incline Village, NV

INSURANCE, BONDS, AND BUILDERS RISK		SUB TOTAL
Required	General Liability	\$35,085
Required	Payment and Performance Bond	\$23,853
Required	Builders Risk Insurance	\$500
Subtotal (with GC's, Prof. Services, & Insurance)		\$3,368,842
RATE	CONTRACTOR'S FEE	SUB TOTAL
3.95%	Construction Manager At Risk Fee	\$138,584
0.15%	State Commerce Tax	\$1,013
Subtotal (GC's, Prof Services, Insurance, Tax, & Fee)		\$3,508,439
Direct Cost Subtotal		\$3,508,439

EXHIBIT A.1 GMP SUMMARY



Burnt Cedar Beach - Pool Reconstruction

GMP, April 21, 2021

LOCATION: Incline Village, NV

Current Status	Description	All Costs For Reference	Total Accepted Construction Costs
BASE PRICE			
	Direct Cost Subtotal	\$3,508,439	\$3,508,439
ALTERNATES			
Accepted	Alternate #1: Connector Path & CMU Retaining Wall	\$53,642	\$53,642
Accepted	Alternate #2: Pine Tree Element	\$18,916	\$18,916
Accepted	Alternate #3: Bubbler Fountain	\$4,031	\$4,031
Accepted	Alternate #4: Colored Concrete (Pool Deck)	\$19,872	\$19,872
CONTINGENCIES & ALLOWANCES			
Accepted	Construction Contingency	\$84,964	\$84,964
Accepted	Allowance #1: Temporary Heating, Power, & Cold Weather Protection	\$45,000	\$45,000
Accepted	Allowance #2: Rock/Boulder Excavation	\$50,000	\$50,000
Accepted	Allowance #3: Dewatering	\$25,000	\$25,000
Accepted	Allowance #4: Temporary Erosion Control and TRPA Coordination	\$36,000	\$36,000
GMP Total With Alternates			\$3,845,865

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

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

SUBJECT: Approve agreement amendment No. 5 with the Design Consultant (Jacobs) for the Effluent Pond Lining Project (Requesting Staff Member: Director of Public Works Brad Underwood)

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: June 29, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve Amendment No. 5 for the Effluent Pond Lining Project in the amount of \$216,000 – 2599SS2010 - Fund: Utilities; Division: Sewer; Vendor: Jacobs Engineering Group Inc. (Jacobs).
2. Authorize Staff to execute the Amendment.

II. DISTRICT STRATEGIC PLAN

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

- Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

The June 2021 original agreement with Jacobs was for an analysis of a permanent HDPE liner in Pond 2; ASA 1 revised the original scope to achieve 30% design at no additional cost; ASA 2 was approved for 100% design of Pond 2 liner at an additional cost of \$425,339 with a contingency of \$40,000. The subsequent

amendments to Jacobs design scope were required following the Nevada Division of Water Resources - Division of Dam Safety (DWR) notice in December 2021 that the Mill Creek Dam No. 2 (Pond 2) would be subject to a full structural/hydrologic analysis, as well as going through the Dam Application process. This process was deemed prohibitive with regard to the feasibility of the original Pond 2 design proposal and overall effluent export pipeline construction schedule. The original scope was progressed to a formal 60% design level inclusive of project drawings and specifications; approximately \$220,000 of ASA 2 was expended to complete the 60% design. With the potential need for effluent storage in Pond 2 for the construction of the Effluent Pipeline Project, these design efforts may be used to line the pond to support construction activities.

Amendment 3 was approved with a scope for an alternative analysis on Pond 1 as the storage facility location, using \$18,800 of the contingency. From February 2022 to May 2022, the CMAR team of IVGID Staff, Jacobs, and Granite Construction collaborated to develop suitable alternatives that meet the Nevada Division of Environmental Protection WRRF discharge permit requirements. Three options were selected and progressed to 30% design in order to support a final selection based on health and safety, operational benefit/flexibility, and cost considerations. This resulted in the approval of Amendment 4 with a scope to achieve 30% for 3 of the proposed alternatives using a portion (\$26,200) of the funds remaining from ASA 2.

On June 8, 2022, the Board concurred with IVGID PW Staff and Jacobs' recommendation to progress with the final design for the proposed WRRF effluent storage facility as a two million gallon (2MG) pre-stressed concrete tank.

Jacobs has prepared a design scope and cost for services to include interim design deliverable packages at 60% and 90%; the amendment also includes completion of the contract documents (drawings and specifications) prepared to 100%.

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

IV. BID RESULTS

There are no bid results associated with this item.

V. FINANCIAL IMPACT AND BUDGET

Funding exists within the FY 2021-22 CIP Budget for the Effluent Pond Lining Project 2599SS2010 (see attached CIP Data Sheet) in the amount of \$1,550,000; unallocated budget is approximately \$1,122,000.

Following is a summary of the Jacobs contract amounts, associated with the Effluent Pond Lining Project, upon approval of Amendment 5:

Contract	Amount	Total Amount
Original	\$36,000	\$36,000
ASA 1 (Scope Change)	\$0	\$36,000
ASA 2	\$425,339 *	\$461,339
Amendment 3	\$18,800 **	\$480,139
Amendment 4	\$0 ***	\$480,139
Amendment 5	\$216,000	\$696,139

- * A \$40,000 contingency was authorized by the Board with ASA 2
- ** The amount of contingency remaining with the approval of Amendment 3 is \$21,200.
- *** This is a scope change reallocating \$26,200 of the amount currently remaining from ASA 2.

Approximately \$220,000 was expended from ASA 2 on the efforts to achieve the 60% design for Pond 2 as the effluent storage facility.

The design cost for the pre-stressed concrete tank (excluding the work completed for Pond 2) is approximately \$476,000 including the efforts to evaluate alternatives and provide 30% design for 3 alternatives. The estimated construction cost including construction contingency is \$5.5 million making the total design efforts less than the industry norm of 10%. Additional scope and cost in this design is the decommissioning of the Mill Creek Dam 1 as part of the project.

Jacobs contract, inclusive of all ASA's and Amendments through #4, totals \$480,139. There is approximately \$165,000 remaining from the approved amount in ASA 2. Therefore, to fully fund this contract amendment an additional \$216,000 is necessary. Upon approval of Amendment 5, this current remaining budget will be utilized as part of the budget for the scope of Amendment 5 resulting in a total contract amount of \$696,139

IVGID Engineering Staff time will also be billed to the project to manage the continued design development and regulatory permitting for the project.

VI. ALTERNATIVES

The alternatives were presented at the June 8, 2022 Board meeting and included construction of a pre-stressed concrete tank, a steel tank or a lined pond. Each alternative was investigated for its suitability and relative cost effectiveness. The pre-stressed concrete tank was determined as the best option for the District and the Board concurred with the recommendation.

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:

- Draft Amendment 5 – Jacobs: Effluent Storage Facility Final Design, dated: June 16, 2022
- CIP Data Sheet – Effluent Storage Facility Project

AMENDMENT NO. 5 (DRAFT)
TO SHORT FORM AGREEMENT DATED JUNE 9, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
JACOBS ENGINEERING GROUP, INC.

This Amendment No. 5 to the Short Form Agreement dated June 9, 2021 (“Amendment”) is made and entered into as of this (Date), by and between the Incline Village General Improvement District (“District”) and Jacobs Engineering Group, Inc. (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** The Parties have entered into an agreement for Effluent Pond Lining Final Design dated June 9, 2021 and as amended by previous instruments dated July 14, 2021 and September 3, 2021 (“Original Agreement”), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to provide services of Phase 2B, the preliminary and final design of a 2 million gallon (2-MG) pre-stressed concrete tank. interim design deliverable packages at 60% and 90%, completion of contract documents including drawings and specifications prepared to 100%, and services during bidding of the project.
- C. **Amendment Authority.** This Amendment is authorized pursuant to Section 5 of the Original Agreement.

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

- 1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. **Additional Work** is more fully described in Attachment A, Consultant’s “Pond 1 Prestressed Concrete Tank” proposal dated June 16, 2022. Basic services include:
 - a. Preliminary design to define required construction improvements associated with the selected effluent storage alternative, a 2-MG pre-stressed concrete tank;
 - b. 90% and Final Design plans and specifications;
 - c. Project and Design Management, including internal kickoff meeting, recurring internal and external design meetings, and partnering meetings, progress reporting and invoicing to the Client, overall team coordination and management and change management
 - d. Work is to be complete by January 30, 2023.
- 3. **Payment to Consultant.**
 - a. "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.

b. Basis and Amount of Compensation for Basic Services. Compensation shall be as indicated in Attachment A, with a total not to exceed amount of **Two Hundred Sixteen Thousand Dollars (\$216,000.00)**, to be billed on a time and materials basis, as indicated in Attachment A. In no event shall compensation for any Activity identified in Attachment A exceed the amount set forth in the attachment.

4. Continuing Effect of Agreement. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term “Agreement” appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.

5. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. Severability. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

CONTRACTOR:
Jacobs Engineering Group, Inc.
Agreed to:

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

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

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

Date

Owner’s address for giving notice:
Incline Village General Improvement District, Public Works Department
1220 Sweetwater Road
Incline Village, Nevada 89451
775-832-1267- Engineering Division

Contractor’s address for giving notice:
Jacobs Engineering Group
50 West Liberty St., Ste. 205
Reno, Nevada 89501



**Incline Village General Improvement District
Effluent Pond Lining Final Design –**

DRAFT Pond 1 Prestressed Concrete Tank

June 16, 2022

Incline Village General Improvement District Effluent Pond Lining Final Design

This is an amendment to the Short Form Agreement dated June 9, 2021, between Jacobs Engineering Group Inc. (Jacobs or Engineer) and Incline Village General Improvement District (IVGID or Owner).

Background and Project Need

IVGID owns and operates two existing effluent ponds adjacent to the Water Resource Reclamation Facility (WRRF) that may occasionally be utilized to temporarily store plant effluent for brief durations. The existing basins have a storage capacity of approximately 2 million gallons (MG) and 15 MG and are presently unlined. Lining of one of the ponds will allow IVGID to actively reincorporate the pond into their wastewater treatment and effluent management practices and comply with current regulations. Additionally, it is likely the effluent pond will be intermittently utilized during required construction improvements to IVGID's effluent export pipeline.

Phase 2 design development revealed HDPE Lining of Pond 2 will require application of Approval for Dam construction with NV DWR and extensive spillway improvements to current design standards and is therefore, not a feasible option. Phase Alt 2A alternatives analysis revealed a similar condition for Pond 1 and Mill Creek Dam No. 1, therefore the final recommendation for effluent storage is construction of a 2 MG prestressed concrete tank and decommissioning of Mill Creek Dam No. 1.

IVGID has selected Granite Construction (Granite) as the construction manager at-risk (CMAR) to construct the effluent pond lining.

Scope of Professional Services

Engineer will provide the professional engineering services in the three phases:

- Phase 1 – Pond lining alternative analysis
- Phase 2 – Preliminary and final design – Pond 2
- Phase 2A1 - Pond 1 – Preliminary Effluent Storage Alternative Analysis
- Phase 2A2 – Pond 1 – Effluent Storage Alternative Analysis – 30% Design
- **Phase 2B – Preliminary and final design – Pond 1 Prestressed Concrete Tank**
- Phase 3 – Engineering services during construction.

This Agreement authorizes time and material services for **Phase 2B only**. Engineer shall not perform unauthorized services without written approval by IVGID.

Phase 2B – Pond 1 Prestressed Concrete Effluent Storage Tank Preliminary and Final Design

Engineer will perform preliminary and final design services and will prepare plans and specifications for the anticipated installation of a 2 million gallon (MG) prestressed concrete effluent storage tank at the location of Pond 1 and associated improvements. Engineer will collaborate with IVGID and Granite to support environmental permit documentation and approvals.

Following is a brief project description resulting on findings and outcomes from Phase 1 and Phase 2 to date:

- HDPE Lining of Pond 2 will require application of Approval for Dam construction with NV DWR and extensive spillway improvements to current design standards and is therefore, not a feasible option.
- Four Preliminary options for permanent effluent storage at Pond 1 were discussed and reviewed by the CMAR Team for final design selection.
- Three alternatives for effluent storage at Pond 1 were developed to a 30% design level for risk analysis and cost estimation.
- HDPE Lining of Pond 1 will also require an application of Approval for Dam Construction with NV DWR and is no longer a feasible option.
- Site design and considerations for a welded steel and prestressed concrete storage tank are similar but the material cost for welded steel is significantly higher than that of prestressed concrete.
- IVGID Board of Trustees approved final design for a 2 MG prestressed concrete tank at the June 8, 2022 board meeting.
- National Environmental Policy Act (NEPA) documentation is required for U.S. Army Corps of Engineers (USACE) funding and will be completed by others.
- Required applications for Nevada Department of Environmental Protection (NDEP) and Tahoe Regional Planning Agency (TRPA) will be completed by others.
- Design support for temporary pond lining and pump system at Pond 2 for effluent export pipeline project is not included in this scope of services and will be completed by others.

Task 1: Preliminary Design

Engineer will perform preliminary design to define required construction improvements associated with the selected effluent storage alternative, a 2 MG prestressed concrete tank. Specific tasks and assumptions are presented below:

Pond 1 Grading and Access Road

- Engineer will prepare for and participate in up to three meetings with permitting agencies to collaborate on achieving success in the permitting process.

- Civil engineering and grading design will be developed commensurate with the 30% design for a prestressed concrete tank.
- Site grading will accommodate suggested construction staging and laydown areas for tank installation and material stockpiling.
- Design of access road from Sweetwater Road will accommodate construction vehicles during prestressed concrete tank construction and serve as a permanent access route for maintenance.
- Construction and permanent access routes and security will be coordinated with IVGID and Granite.
- Improvements to the existing decant facility are not included in this scope of services.

Mill Creek Dam No. 1 Decommissioning

- Decommissioning of Mill Creek Dam No. 1 documentation will be prepared in accordance with NV DWR NAC 535.220 and submitted to NV DWR for review and approval.
- A hydrologic analysis of the existing drainage basin with and without Mill Creek Dam No. 1 will be prepared and presented for NV DWR review.
- Recommended drainage improvements will be included in design plans and specifications as needed to prevent negative impact to downstream parcels with Mill Creek Dam No. 1 decommissioning and removal.

Plant Yard Piping Design

- Design of yard piping for incorporation of the effluent storage tank into WRRF operations will be completed.
- Pipeline capacity, size and connection details will be identified and verified.
- Existing utilities will be located and identified via potholing by Granite Construction or IVGID as needed to support connection design.

Prestressed Concrete Tank Design

- Geotechnical recommendation technical memorandum will be prepared to in support of the preferred prestressed concrete tank and site access road design.
- Minimum structural design criteria and recommendations will be established and presented on general foundation, roof and section plans and in required performance specifications.
- Mechanical design of appurtenances and locations of connections and hatches will be reviewed with IVGID for plant operations and detailed on the design drawings and specifications.
- Electrical requirements will be confirmed and designed accordingly
- I&C and SCADA connections and configuration will be designed for communication with existing effluent storage tank and proposed effluent storage tank.

Assumptions

- Plant hydraulic design criteria will be provided by IVGID for design integration.
- Two site visits and two CMAR partnering meetings by up to 3 staff members are assumed for the preliminary design phase.
- Jacobs Internal Discipline Quality Control (QC) review will be completed prior to Client deliverable.
- Engineer will prepare and deliver 60% design drawings, reports and technical specifications in electronic PDF format.
- IVGID and Granite will have two weeks to review and provide input on the 60% design drawings and then a Team workshop will be held to discuss and adjudicate the comments.
- Granite will be involved throughout the design process for constructability review and value engineering.
- Engineer will provide quantities as requested but no formal engineer's estimate for design. Cost estimation will be completed by Granite.

Deliverables

Engineer will prepare and submit the following:

- 60% design drawings and technical specifications. An anticipated sheet list is listed below:
 - Cover
 - Abbreviations
 - General Civil
 - General Structural
 - General Mechanical
 - General Electrical
 - Overall Site Plan and Survey Control
 - Civil Pond Area Plan 1
 - Civil Pond Area Plan 2
 - Civil Pond Sections 1
 - Civil Pond Sections 2
 - Civil Details 1
 - Civil Details 2
 - Structural Foundation Plan
 - Structural Roof Plan
 - Structural Sections
 - Structural Details 1
 - Structural Details 2
 - Yard Piping Plan & Profile 1
 - Yard Piping Plan and Profile 2
 - Yard Piping Details 1
 - Mechanical Details 1
 - Mechanical Details 2
 - Electrical Site Plan
 - I&C SCADA Details 1
 - I&C SCADA Details 2
 - Electrical Single Line/Panel
 - Standard Details 1
 - Standard Details 2
 - Standard Details 3
 - Standard Details 4
- Preliminary Geotechnical Report and recommendations
- Mill Creek Dam No. 1 decommissioning documentation as required by NAC 535.220
- Preliminary Hydrology report for Pond 1 drainage basin

Task 2: 90% and Final Design

Engineer will prepare final design plans and specifications for construction improvements associated with the selected effluent storage alternative, a 2 MG prestressed concrete tank. As defined in Phase Alt 2A and Preliminary Engineering.

- Engineer will prepare a set of 90% design drawings and specifications and a Final set of Contract Documents. Jacobs Internal Discipline Quality Control (QC) review will be completed prior to Client deliverable.
- Plans and specifications will be signed and sealed by professional engineers licensed in the State of Nevada.

The sheet list finalized during preliminary design will be advanced for final design. Any design items identified with 60% Design review that may be out of scope will be reviewed and included in a scope and cost amendment as needed. Additional sheets will be considered as necessary.

Deliverables

Engineer will prepare and submit the following:

- 90% design drawings, reports, and technical specifications submitted electronically in PDF format
- Contract Documents comprising final (100%) design drawings and specifications submitted electronically in PDF format

Task 3: Project Management

Project and Design Management will include internal kickoff meeting, recurring internal and external design meetings, and partnering meetings, progress reporting and invoicing to the Client, overall team coordination and management and change management.

Phase 2B Schedule

A preliminary schedule has been developed based on permitting expectations and partnering meetings with Granite and IVGID and is attached. It is anticipated that the general period of performance for Phase 2 will be July 2022 through January 2023.

Phase 2B Budget

The assumed level of effort and budget for Phase 2B is attached and will be amended during the design phase, if needed.

Task	Budget
Task 1: Preliminary Design	\$221,975
Task 2: Final Design	\$129,025

Task	Budget
Task 3: Project Management	\$26,700
Expenses	\$3,300
Phase 2B Design Total	\$381,000
Phase 2A Remaining Balance	\$165,000
Phase 2B Amendment Request	\$216,000

Phase 3 – Engineering Services During Construction - TBD

Compensation

Compensation by IVGID to Engineer will be as follows:

Cost Reimbursable Per Diem (Time and Expense)

For services defined in this Task Order, at the Per Diem Rates referenced below, plus Direct Expenses, plus a service charge of 10 percent of Direct Expenses and 10 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

Per Diem Rates

Per Diem Rates are those hourly rates charged for work performed on the Project by Engineer’s employees of the indicated classifications. These rates are subject to revision for other projects and annual calendar year adjustments; include all allowances for salary, overheads, and fees; but do not include allowances for Direct Expenses, subcontracts, and outside services.

Direct Expenses

Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, and supplies; (2) Engineer’s current standard rate charges for reproduction services; and (3) Engineer’s standard project charges for special health and safety requirements of OSHA.

Renegotiation of Compensation

The estimate is based on the assumptions listed in this Agreement and timely completion of the Project. Engineer is not obligated to incur costs beyond the indicated budgets, as may be adjusted, and Owner is not obligated to pay Engineer beyond these limits. If the Project progresses under different conditions than the assumptions listed in this Agreement or if

project timing deviates from the assumed schedule for causes beyond Engineer's control, Engineer reserves the right to request renegotiation of those portions of the fee affected by the time change.

It is agreed that the Engineer cannot be responsible for delays occasioned by factors beyond Engineer's control, or factors which would not reasonably have been foreseen at the time this Agreement was executed.

Invoicing

Amount invoiced each month will be based on time and expenses expended to date. Invoices shall be accompanied by a listing of charges that make up the invoice total, including employee names, billing rates, and hours of project staff, plus direct expenses.

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

OWNER:

ENGINEER:

**INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT**

Jacobs Engineering Group Inc.

Agreed to:

Agreed to:

By:

By:

Date: _____, 2022

Date: _____, 2022

Address for Giving Notice:

Address for Giving Notice:

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

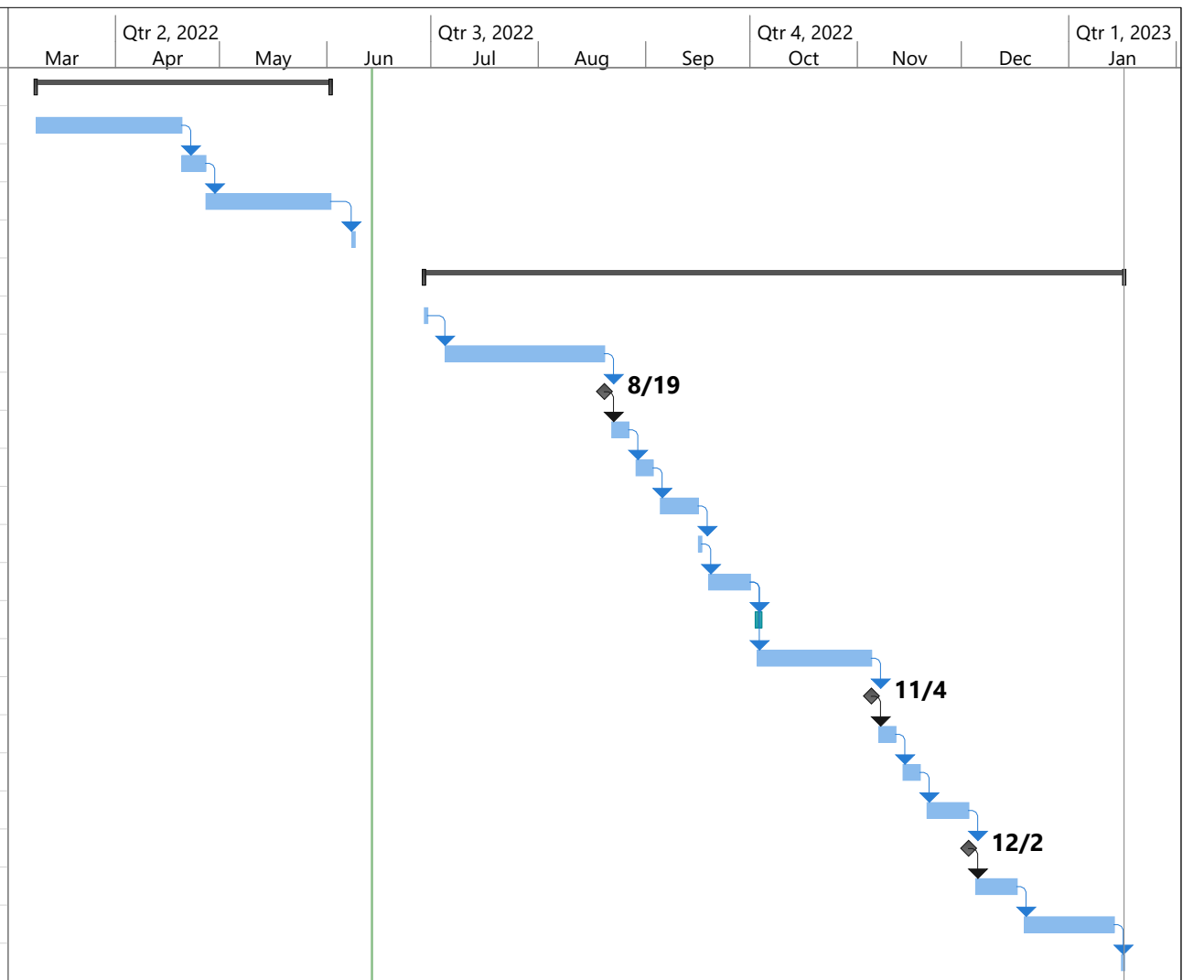
**Jacobs Engineering Group Inc.
50 West Liberty Street, Suite 205
Reno NV 89501**

**Incline Village General Improvement District
Effluent Pond Lining Final Design - Phase 2B
Jacobs Level of Effort**

6/12/2022

Hours by Position															Estimated Labor Hours	Estimated Labor Subtotal	Estimated ODCs/ Expenses	Budget Subtotal
Category	PM/Civil Engineer Ashley Kellogg	Design Manager Travis Howard	Lining/ Geotech. Engineer Mark Twede	Civil Engineer Designer Travis Howard	CAD Design Technicians TBD (All Disciplines)	Structural Engineer Jeremy Kellogg	Mech. Engineer Bill Misslin	Conveyance Engineer Jordan Vazquez	I&C/SCADA Design Derek Johnson	Electrical Engineer Craig Cusworth	Quality Control TBD (All Disciplines)	Geotechnical Review/Dam Specialist Dean Harris	Admin./ Doc. Processing Cheryl Perrine					
Name	\$185	\$185	\$200	\$185	\$120	\$185	\$225	\$185	\$185	\$185	\$225	\$225	\$85					
2022 Hourly Rate:																		
Task:																		
Preliminary 60% Design Drawings and Specs	82	40	118	110	310	90	90	102	100	90	60	16	120	1328	\$ 221,975	\$ 2,750	\$ 224,725	
<i>Civil - Pond Grading and Details</i>	60	5		100	60						8				\$ 39,525			
<i>Geotechnical - Report</i>		5	100								0	16			\$ 24,525			
<i>Mechanical - Tank and Appurtenances</i>		5			60		80				8				\$ 27,925			
<i>Electrical - Tank Service</i>		5			60					80	8				\$ 24,725			
<i>I&C - SCADA design</i>		5			60				80		8				\$ 24,725			
<i>Civil - Hydrology</i>		5			0			80			8		40		\$ 20,925			
<i>Structural - Prestressed Concrete Tank</i>		5			60	80					8		40		\$ 28,125			
<i>Site Visit</i>	12		12					12	12						\$ 9,060	\$ -		
<i>QA/QC and Review Meetings</i>	10	5	6	10	10	10	10	10	8	10	12	0	40		\$ 26,000			
Final Design Drawings and Spec	60	40	70	70	150	48	48	48	46	48	41	16	80	765	\$ 129,025	\$ 550	\$ 129,575	
<i>Civil - Pond Grading and Details</i>	40	5		60	60						5				\$ 27,750			
<i>Geotechnical - Report</i>		5	60		0						0	16			\$ 16,525			
<i>Mechanical - Tank and Appurtenances</i>		5			20		40				5				\$ 13,450			
<i>Electrical - Tank Service</i>		5			10					40	5				\$ 10,650			
<i>I&C - SCADA design</i>		5			10				40		5				\$ 10,650			
<i>Civil - Hydrology</i>		5			0			40			8		0		\$ 10,125			
<i>Structural - Prestressed Concrete Tank</i>		5			40	40					8		40		\$ 18,325			
<i>QA/QC and Review Meetings</i>	20	5	10	10	10	8	8	8	6	8	5	0	40		\$ 21,550			
Project Management	100	20									20			140	\$ 26,700	\$ -	\$ 26,700	
Total	242.19	100	188	180	460	138	138	150	146	138	121	32	200	2233	\$ 377,700	\$ 3,300	\$ 381,000	

ID	Task Name	Duration	Start	Finish	Predecessors	Mar	Qtr 2, 2022	May	Jun	Qtr 3, 2022	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan
1	Phase 2A Storage Alternatives	61 days	March 9, 2022	June 1, 2022		[Timeline bar from Mar to Jun]												
2	Draft TM	30 days	March 9, 2022	April 19, 2022		[Task bar]												
3	Internal QC	5 days	April 20, 2022	April 26, 2022	2	[Task bar]												
4	Final TM	26 days	April 27, 2022	June 1, 2022	3	[Task bar]												
5	IVGID Board Presentation	1 day	June 8, 2022	June 8, 2022	4FS+4 days	[Task bar]												
6	Phase 2B - Pond 1 Tank Design	144 days	June 29, 2022	January 16, 2023								[Timeline bar from Jun to Jan]						
7	Board Approval / NTP	1 day	June 29, 2022	June 29, 2022								[Task bar]						
8	Task 2 - Preliminary (60%) Design	34 days	July 5, 2022	August 19, 2022	7FS+3 days							[Task bar]						
9	60% Engineering Cutoff	0 days	August 19, 2022	August 19, 2022	8							[Milestone diamond]						
10	60% CAD Cutoff	5 days	August 22, 2022	August 26, 2022	9							[Task bar]						
11	60% Internal QC	5 days	August 29, 2022	September 2, 2022	10							[Task bar]						
12	Drawing Fix up	9 days	September 5, 2022	September 15, 2022	11							[Task bar]						
13	60% Client Submittal	1 day	September 16, 2022	September 16, 2022	12							[Task bar]						
14	Client Review	10 days	September 19, 2022	September 30, 2022	13							[Task bar]						
15	Client Review Meeting	1 day	October 3, 2022	October 3, 2022	14							[Task bar]						
16	Task 3 - Final (90%) Design	25 days	October 3, 2022	November 4, 2022	14							[Task bar]						
17	90% Engineering Cutoff	0 days	November 4, 2022	November 4, 2022	16							[Milestone diamond]						
18	90% CAD Cutoff	5 days	November 7, 2022	November 11, 2022	17							[Task bar]						
19	90% Internal QC	5 days	November 14, 2022	November 18, 2022	18							[Task bar]						
20	Drawing Fix up	10 days	November 21, 2022	December 2, 2022	19							[Task bar]						
21	90% Client Submittal	0 days	December 2, 2022	December 2, 2022	20							[Milestone diamond]						
22	90% Client Review	10 days	December 5, 2022	December 16, 2022	21							[Task bar]						
23	Final Design	20 days	December 19, 2022	January 13, 2023	22							[Task bar]						
24	Final Signed Submittal	1 day	January 16, 2023	January 16, 2023	23							[Task bar]						



Project: IVGID_Pond1_TankDesi
Date: June 14, 2022

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

046



Project Summary

Project Number:	2599SS2010
Title:	Effluent Pond Lining Project
Project Type:	D - Capital Improvement - Existing Facilities
Division:	99 - General Administration - Sewer
Budget Year:	2022
Finance Options:	
Asset Type:	SS - Sewer System
Active:	No

Project Description			
Line the 2.4 million gallon effluent storage pond at the Water Resource Recovery Facility (WRRF) with reinforced concrete or the combination of concrete and shotcrete lining as recommended in the WRRF Effluent Storage Alternative Analysis Memorandum, prepared by Jacobs Engineering, dated September 2018.			
Project Internal Staff			
The engineering division will support this project. Outside consultants will be used for design and management. The project will be publicly advertised in accordance with NRS 338.			
Project Justification			
The effluent pond is a 2.4 million gallon effluent storage basin located directly adjacent to the Water Resource Recovery Facility (WRRF). This storage basin was designed to provide automated and passive back-up effluent storage in the event the Plant's 500,000-gallon effluent storage tank fills to capacity. As a condition of IVGID's current operating permit with the Nevada Department of Environmental Protection (NDEP), IVGID is no longer permitted to utilize this storage basin for effluent storage due to it being unlined. Lining the pond will allow IVGID to return the pond into the operating plan with NDEP and provide greater protection to Lake Tahoe.			
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2022			
Carry Forward from FYE 6.30.2021 from CIP 2524SS1010 Effluent Pipeline Project	1,550,000	0	1,550,000
Year Total	1,550,000	0	1,550,000
	1,550,000	0	1,550,000
Year Identified	Start Date	Est. Completion Date	Manager
2020	Jul 1, 2020	Jun 30, 2023	Engineering Manager
			Project Partner

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

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

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

DATE: June 29, 2022

I. RECOMMENDATION

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

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

II. DISTRICT STRATEGIC PLAN

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

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

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

Community Services Master Plan – Top Tier Recommendation

III. BACKGROUND

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

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

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

1. 30% SCHEMATIC DESIGN

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

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

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

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

Required

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

Discretionary

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

2. CMAR

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

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

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

3. BUILDING PROGRAMING

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

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

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

4. PROJECT SCHEDULE

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

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

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

IV. BID RESULTS

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

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

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

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

V. FISCAL IMPACT AND BUDGET

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

1. OPERATION AND MAINTENANCE COST ESTIMATION

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

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

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

VI. ALTERNATIVES

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

VII. BUSINESS IMPACT

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

ATTACHMENTS

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

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

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

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

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

2. RECITALS.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

District

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

Consultant

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
H+K ARCHITECTS
Agreed to:

By: _____

Indra Winquest
District General Manager

By: _____

Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

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

Date



Proposal

June 15, 2022

Bree A. Waters

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

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

Dear Bree,

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

PROJECT DESCRIPTION

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

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

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

SCOPE OF WORK

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

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

H+K ARCHITECTS

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

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

hkarchitects.com

CONSTRUCTION DOCUMENTS

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

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

BIDDING

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

PROJECT TEAM

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

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

FEES

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

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

UNDERSTANDING

This proposal has been prepared with the following understanding:

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

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

Sincerely,



Jeff Klippenstein, AIA



Fee Schedule

Hourly Professional Rates

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

Consultant's Additional Services and Reimbursable Expenses

1.15 times the amounts billed to Architect

Reimbursable Expenses

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

Travel Expenses

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

Shipping Cost + 15%

Invoices are sent monthly based on progress of the Work.

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

H+K ARCHITECTS

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

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

hkarchitects.com

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

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

2. RECITALS.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

District

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

Consultant

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
H+K ARCHITECTS
Agreed to:

By: _____
Indra Winquest
District General Manager

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

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

Date

Proposal

June 15, 2022

Bree A. Waters

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

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

Dear Bree,

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

PROJECT DESCRIPTION

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

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

In addition, the following scope has been requested:

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

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

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

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

SCOPE OF WORK

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



H+K ARCHITECTS

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 Reno, Nevada 89511-2262

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 F 775+332+6642

hkarchitects.com

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

CONSTRUCTION DOCUMENTS

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

BIDDING

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

PROJECT TEAM

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

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

FEES

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

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

UNDERSTANDING

This proposal has been prepared with the following understanding:

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

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

Sincerely,

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

Jeff Klippenstein, AIA



Fee Schedule

Hourly Professional Rates

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

Consultant's Additional Services and Reimbursable Expenses

1.15 times the amounts billed to Architect

Reimbursable Expenses

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

Travel Expenses

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

Shipping Cost + 15%

Invoices are sent monthly based on progress of the Work.

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

H+K ARCHITECTS

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hkarchitects.com

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

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

2. RECITALS.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

District

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

Consultant

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
EXLINE & COMPANY
Agreed to:

By: _____

Indra Winquest
District General Manager

By: _____

Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

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

Date



June 22, 2022

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

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

Dear Ms. Waters:

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

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

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

Table A: TRPA & Washoe County Applications & Tasks

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



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



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



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

Cultural Analysis

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

VMT Analysis

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

Project Cost

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

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

Sincerely,

Nicholas Exline

Nicholas D. Exline
Principal, AICP



2022 FEE SCHEDULE

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

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

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

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

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

G.B. Hem H.1



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

**CMAR PRE-CONSTRUCTION SERVICES
CONTRACT DOCUMENTS**

CORE WEST, INC.

IOIA

OWNER - CMAR PRE-CONSTRUCTION SERVICES AGREEMENT

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

ARTICLE 1 – CMAR PRE-CONSTRUCTION SERVICES OVERVIEW

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

Project Identification

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

ARTICLE 2 – CMAR PRE-CONSTRUCTION SERVICES FEE

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

ARTICLE 3 – PERIODS OF SERVICE

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

ARTICLE 4 – PRE-CONSTRUCTION SCOPE OF WORK

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

ARTICLE 5 – NEVADA LAW

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

ARTICLE 6 – PRE-CONSTRUCTION PAYMENT SCHEDULE

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

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

ARTICLE 7 – CONTRACT EXECUTION

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

ARTICLE 8 – DISPUTE RESOLUTION

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

This Agreement to engage in alternate dispute resolution (“ADR”) pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 8 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA’s Mediation Procedures.

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

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

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

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

ARTICLE 9 - INDEMNIFICATION

- A. Indemnification of Owner by CMAR: CMAR agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by CMAR's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of CMARS, subcontractors, agents, or anyone acting on behalf of or at the direction of CMAR. However, in no event shall CMAR be required to indemnify Owner for claims, damages, loss or expenses arising out of the Owner's sole negligence.
- B. CMAR's obligation to hold harmless and indemnify Owner shall include reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to CMAR at the then-current rate charged for such services by the private sector.
- E. In addition, nothing herein shall prevent Owner or CMAR from relying upon any Nevada statute or case law that protects Owner or CMAR with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 10 – OWNER'S REPRESENTATIVE / ENGINEER

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

ARTICLE 11 - INSURANCE

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

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

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

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

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

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

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

ARTICLE 12 – ASSIGNMENT OF CONTRACT

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

ARTICLE 13 – MODIFICATIONS TO CONTRACT / TERMINATION

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

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

ARTICLE 14 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 15 – EQUAL EMPLOYMENT AND NON-DISCRIMINATION

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

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

ARTICLE 16 – CMAR AS INDEPENDENT CONTRACTOR

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

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

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

Joshua Nelson
District General Counsel

Date

Indra Winquest
IVGID General Manager

Date

Agreed to:

Tim Callicrate, Chairman

Date

Sara Schmitz, Secretary

Date

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

CONTRACTOR:
CORE WEST, INC.
Agreed to:

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

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

CONTRACTOR'S address for giving notice:

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



PROPOSED FEES

CMAR's Fixed Fee (for pre-construction services)	\$ 125,000.00
--	---------------

The General Conditions of the Contract will be issued to CMAR firms short-listed, and has been made available on the Owner's website. The CMAR's Proposed Construction Phase Fee will be in accordance with the terms and conditions.

PAYMENT SCHEDULE

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

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

REFERENCED DOCUMENTS

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

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

CMAR SIGNATURE

Construction Manager at Risk

CORE West, Inc.
CMAR Firm Name

Seth Maurer
Authorized Signature

June 15, 2022
Date

Seth Maurer, President
Print Name and Title

101H

CORE



 **INCLINE
VILLAGE**
GENERAL IMPROVEMENT DISTRICT

RECREATION CENTER EXPANSION PROJECT

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

Due June 9, 2022 at 2:00PM



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

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Cover Letter

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

REFERENCES:

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

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

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



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

June 9, 2022

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

Dear Mrs. Waters and Selection Committee Members,

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

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

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

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

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

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

Respectfully submitted,

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

Seth Maurer LEED AP, President



ONE

CMAR Firm General Information



1. CMAR Firm General Information

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

FIRM NAME | CORE West, Inc.
dba CORE Construction

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

BUSINESS ADDRESS | 5330 Reno Corporate Drive
Reno, NV 89511

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

YEAR ESTABLISHED | Nationally: 1937
CORE West: 1985

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

TYPE OF FIRM OWNERSHIP | Corporation
(Single Source)

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

CORE EMPLOYEES, 1960



SINCE
1937

—● OTTO BAUM, 1925

ABOUT OUR FIRM

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

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

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

1. CMAR Firm General Information



EXCLUSIVE PARTNER TO CORE

COMBINING TEAMS

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

COMPANY SYNERGY

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

1. CMAR Firm General Information

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

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



TWO

Key Personnel Qualifications

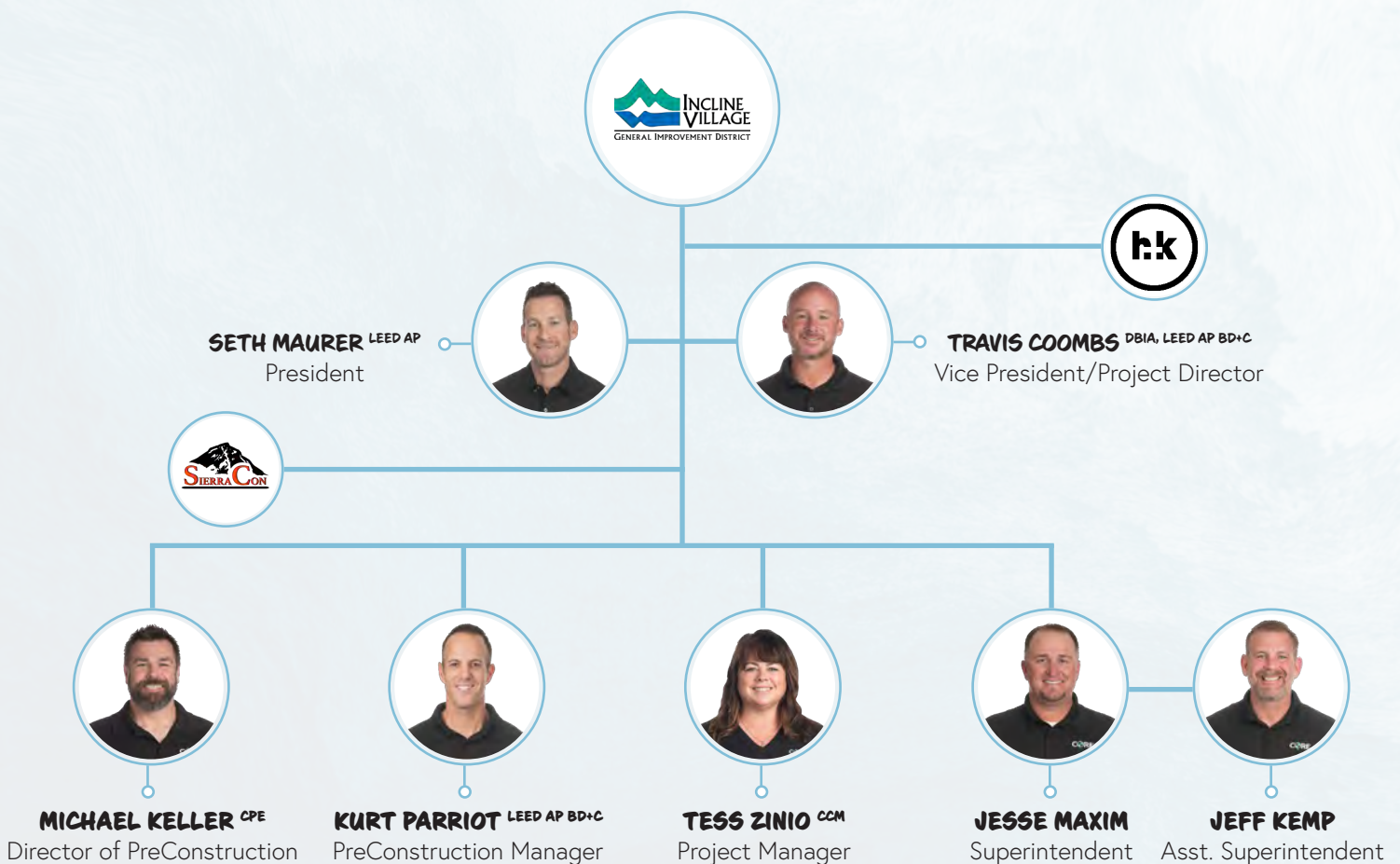


2. Key Personnel Qualifications

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

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

YOUR TEAM



2. Key Personnel Qualifications



SETH MAURER LEED AP President

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

SIMILAR PROJECTS:



**SOUTH TAHOE
EVENTS CENTER**

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

Similarities: Tahoe Basin, Active Campus



**SOUTH LAKE TAHOE
RECREATION/SWIM COMPLEX**

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

Similarities: Tahoe Basin, Recreation

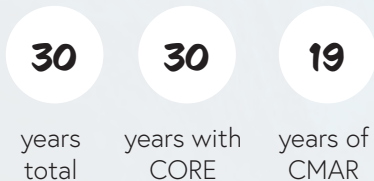


**BURNT CEDAR SWIMMING
POOL IMPROVEMENTS**

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

Similarities: Tahoe Basin, Active Campus, IVGID

EXPERIENCE:



EDUCATION:

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

CERTIFICATIONS:

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

2. Key Personnel Qualifications



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

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

SIMILAR PROJECTS:



DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER

Owner: Douglas County

Value: \$16.9M

Size: 83,225 SF

Delivery Method: CMAR

Role: Vice President/Project Director

Similarities: Recreation



SOUTH TAHOE EVENTS CENTER

Owner: Tahoe Douglas Visitors Authority

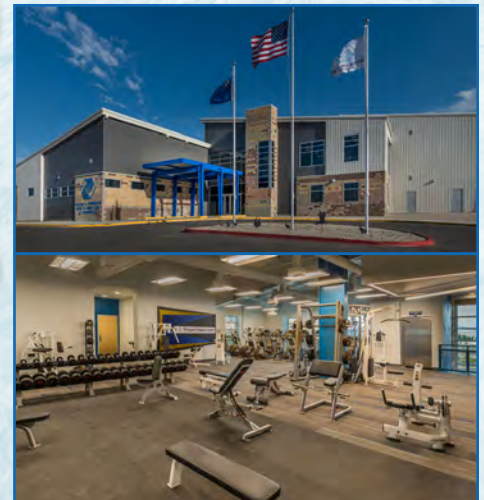
Value: \$76.9M

Size: 138,550 SF

Delivery Method: CMAR

Role: Vice President/Project Director

Similarities: Tahoe Basin, Active Campus



WINNEMUCCA BOYS & GIRLS CLUB

Owner: Winnemucca Boys & Girls Club

Value: \$6.4M

Size: 36,224 SF

Delivery Method: CMAR

Role: Vice President/Project Director

Similarities: Recreation, Boys & Girls Club

EXPERIENCE:

21

years total

9

years with CORE

13

years of CMAR

EDUCATION:

M.B.A.,

University of Nevada, Reno

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

CERTIFICATIONS:

LEED AP BD+C (USGBC)

DBIA (Design-Build Professional)

OSHA 30-Hour

First Aid/CPR

2. Key Personnel Qualifications



MICHAEL KELLER ^{CPE} Director of PreConstruction

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

SIMILAR PROJECTS:



**TRUCKEE HIGH SCHOOL
MODERNIZATION**

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

Similarities: Tahoe Basin, Active Campus



**TAHOE LAKE ELEMENTARY
SCHOOL MODERNIZATION**

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

Similarities: Active Campus, Gym



RENDERING



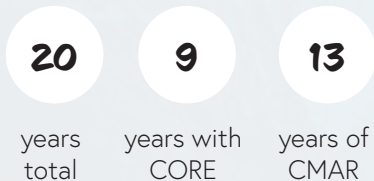
CURRENT

**SOUTH TAHOE
EVENTS CENTER**

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

Similarities: Tahoe Basin, Active Campus

EXPERIENCE:



EDUCATION:

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

CERTIFICATIONS:

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

2. Key Personnel Qualifications



KURT PARRIOTT LEED AP BD+C PreConstruction Manager

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

SIMILAR PROJECTS:



RENDERING



RENDERING

SOUTH LAKE TAHOE RECREATION/SWIM COMPLEX

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

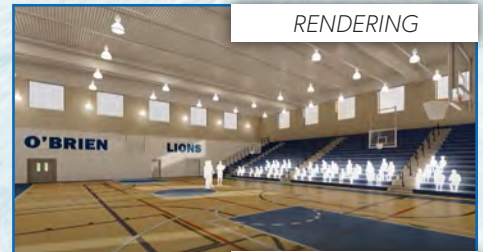
Similarities: Tahoe Basin, Recreation



BURNT CEDAR SWIMMING POOL IMPROVEMENTS

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

Similarities: Tahoe Basin, Active Campus, IVGID



RENDERING



CURRENT

WILLIAM O'BRIEN (STEM) MIDDLE SCHOOL REPLACEMENT

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

Similarities: Gym, Active Campus

EXPERIENCE:



EDUCATION:

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

CERTIFICATIONS:

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

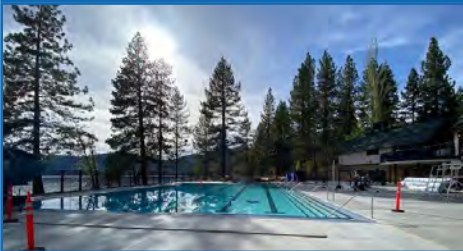
2. Key Personnel Qualifications



TESS ZINIO ^{CCM} Project Manager

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

SIMILAR PROJECTS:



BURNT CEDAR SWIMMING POOL IMPROVEMENTS

Owner: IVGID

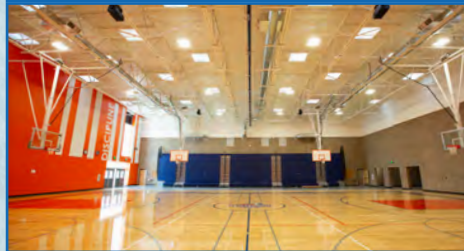
Value: \$4.1M

Size: 21,000 SF

Delivery Method: CMAR

Role: Project Manager

Similarities: Tahoe Basin, Active Campus, IVGID



SKY RANCH MIDDLE SCHOOL

Owner: Washoe County School District

Value: \$59.5M

Size: 189,000 SF

Delivery Method: CMAR

Role: Project Manager

Similarities: Gym



WILLIAM N. PENNINGTON ENGINEERING BUILDING AT UNR

Owner: State Public Works Division

Value: \$80.1M

Size: 100,114 SF

Delivery Method: CMAR

Role: Project Manager

Similarities: Active Campus, H+K

EXPERIENCE:

19

years total

8

years with CORE

8

years of CMAR

EDUCATION:

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

CERTIFICATIONS:

CCM (Certified Construction Manager)

Asbestos 16-Hour

OSHA 30-Hour

First Aid/CPR

2. Key Personnel Qualifications



JESSE MAXIM Superintendent

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

SIMILAR PROJECTS:



WILLIAM N. PENNINGTON ENGINEERING BUILDING AT UNR

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

Similarities: Active Campus, H+K



SOUTH TAHOE EVENTS CENTER

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

Similarities: Tahoe Basin, Active Campus

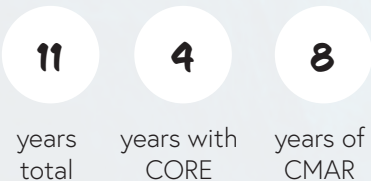


CM SERVICES FOR SWOPE MIDDLE SCHOOL

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

Similarities: Gym, Active Campus

EXPERIENCE:



EDUCATION:

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

CERTIFICATIONS:

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

2. Key Personnel Qualifications



JEFF KEMP Assistant Superintendent

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

SIMILAR PROJECTS:



RENDERING



CURRENT

SOUTH TAHOE EVENTS CENTER

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

Similarities: Tahoe Basin, Active Campus



BURNT CEDAR SWIMMING POOL IMPROVEMENTS

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

Similarities: Tahoe Basin, Active Campus, IVGID



TAHOE LAKE ELEMENTARY SCHOOL MODERNIZATION

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

Similarities: Active Campus

EXPERIENCE:

11

years total

4

years with CORE

8

years of CMAR

EDUCATION:

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

CERTIFICATIONS:

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

THREE

Current Workload



3. Current Workload

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

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



PRE-CONSTRUCTION



WASHOE TRAINING CENTER
State Public Works Division

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



MOANA SPRINGS COMMUNITY AQUATICS AND FITNESS CENTER
City of Reno

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



FERNLEY HIGH SCHOOL GYM ADDITION
Lyon County School District

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



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

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

CONSTRUCTION

SOUTH TAHOE EVENTS CENTER
Tahoe Douglas Visitors Authority

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



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

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



EAGLE VALLEY MIDDLE SCHOOL
Carson City School District

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



FOUR

Project
Experience
(Similar
Projects)



4. Project Experience (Similar Projects)

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

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



CORE
has completed
71
recreational
projects around the
country!

4. Project Experience (Similar Projects)

City of South Lake Tahoe

SOUTH LAKE TAHOE RECREATION/SWIM COMPLEX



South Lake Tahoe, NV

DESCRIPTION:

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

SIMILAR TEAM MEMBERS:

Seth Maurer | Travis Coombs | Michael Keller | Kurt Parriott

PROJECT SIMILARITIES:



TAHOE BASIN



RECREATION



CONTACT:

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

COMPLETION DATE: January 2023
(TBD)

PROJECT BUDGET: \$48M

SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: CM Services

4. Project Experience (Similar Projects)

Douglas County

DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER



Gardnerville, NV

DESCRIPTION:

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

SIMILAR TEAM MEMBERS:

Seth Maurer | Travis Coombs | Michael Keller

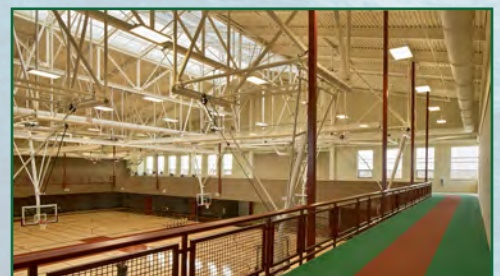
PROJECT SIMILARITIES:



RECREATION



NORTHERN NEVADA



CONTACT:

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

COMPLETION DATE: October 2014

PROJECT BUDGET: \$16.9M

SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: Design-Build

4. Project Experience (Similar Projects)

Tahoe Douglas Visitors Authority

SOUTH TAHOE VISITORS CENTER



Stateline, NV

DESCRIPTION:

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

SIMILAR TEAM MEMBERS:

Seth Maurer | Travis Coombs | Michael Keller | Jesse Maxim

PROJECT SIMILARITIES:



TAHOE BASIN



RECREATION



Current (in construction)

CONTACT:

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

COMPLETION DATE: January 2023
(TBD)

PROJECT BUDGET: \$76.9M

SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: CMAR

4. Project Experience (Similar Projects)

WINNEMUCCA BOYS & GIRLS CLUB



Winnemucca, NV

DESCRIPTION:

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

SIMILAR TEAM MEMBERS:

Seth Maurer | Travis Coombs | Michael Keller

PROJECT SIMILARITIES:



RECREATION



BOYS & GIRLS CLUB



CONTACT:

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

COMPLETION DATE: February 2017

PROJECT BUDGET: \$6.4M

SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: CMAR

4. Project Experience (Similar Projects)

Incline Village General Improvement District

BURNT CEDAR SWIMMING POOL IMPROVEMENTS



Incline Village, NV

DESCRIPTION:

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

SIMILAR TEAM MEMBERS:

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

PROJECT SIMILARITIES:

- ✓ TAHOE BASIN
- ✓ RECREATION
- ✓ IVGID



CONTACT:

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

COMPLETION DATE: June 2022

PROJECT BUDGET: \$3.9M

SERVICES: Pre-construction,
Construction and Warranty

DELIVERY METHOD: CMAR

FIVE

Past Performance



5. Past Performance

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

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

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

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

LOCATION: South Lake Tahoe, NV

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

ORIGINAL COST: \$48,000,000

FINAL COST: TBD (on track)

DEVIATIONS: n/a

ORIGINAL SCHEDULE: January 2021 - January 2023

FINAL SCHEDULE: TBD (on track)

DEVIATIONS: n/a



DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER Douglas County

LOCATION: Gardnerville, NV

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

ORIGINAL COST: \$16,985,414

FINAL COST: \$16,985,414

DEVIATIONS: n/a

ORIGINAL SCHEDULE: June 2013 - December 2014

FINAL SCHEDULE: June 2013 - October 2014

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



5. Past Performance

SOUTH TAHOE VISITORS CENTER

Tahoe Douglas Visitors Authority

LOCATION: Stateline, NV

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

ORIGINAL COST: \$76,918,713

FINAL COST: TBD (on track)

DEVIATIONS: n/a

ORIGINAL SCHEDULE: March 2021 - January 2023

FINAL SCHEDULE: TBD (on track)

DEVIATIONS: n/a



WINNEMUCCA BOYS & GIRLS CLUB

Winnemucca Boys & Girls Club

LOCATION: Winnemucca, NV

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

ORIGINAL COST: \$6,416,782

FINAL COST: \$6,416,782

DEVIATIONS: n/a

ORIGINAL SCHEDULE: November 2015 - March 2017

FINAL SCHEDULE: November 2015 - February 2017

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

BURNT CEDAR SWIMMING POOL IMPROVEMENTS

Incline Village General Improvement District

LOCATION: Incline Village, NV

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

ORIGINAL COST: \$3,845,864

FINAL COST: TBD

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

ORIGINAL SCHEDULE: May 2022 - June 2022

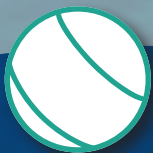
FINAL SCHEDULE: TBD (on track)

DEVIATIONS: n/a



SIX

Project Implementation Plan



6. Project Implementation Plan

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

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

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

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

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

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

PRE-CONSTRUCTION CAPABILITIES:

BIM /VIRTUAL

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

ON-SCREEN TAKEOFF

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

COLLABORATIVE DOCUMENT REVIEW

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

SITE SAFETY AND LOGISTICS – PRE-CONSTRUCTION INVESTIGATION

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



6. Project Implementation Plan

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

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

PHASE 1 LOGISTICS



Construction Start: May 2023

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

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

PHASE 2 LOGISTICS



Construction Start: May 2024

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

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

Legend | Activities

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



06-09-2022

CMAR SELECTION

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

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

6. Project Implementation Plan

PRE-AWARD

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

LATE SCHEMATIC DESIGN THROUGH DESIGN DEVELOPMENT

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

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

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

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

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

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

6. Project Implementation Plan

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

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

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

IN-PERSON TRADE FAIR



VIRTUAL TRADE FAIR



50% CONSTRUCTION DOCUMENTS

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

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

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

100% CONSTRUCTION DOCUMENTS

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

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

TRADE PARTNER PROCUREMENT

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

6. Project Implementation Plan

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

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



b. Describe your subcontractor qualification process.

TRADE PARTNER PREQUALIFICATION

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

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

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

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

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

6. Project Implementation Plan

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

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

QUALITY

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

SAFETY

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

SCHEDULE

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

COST

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



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

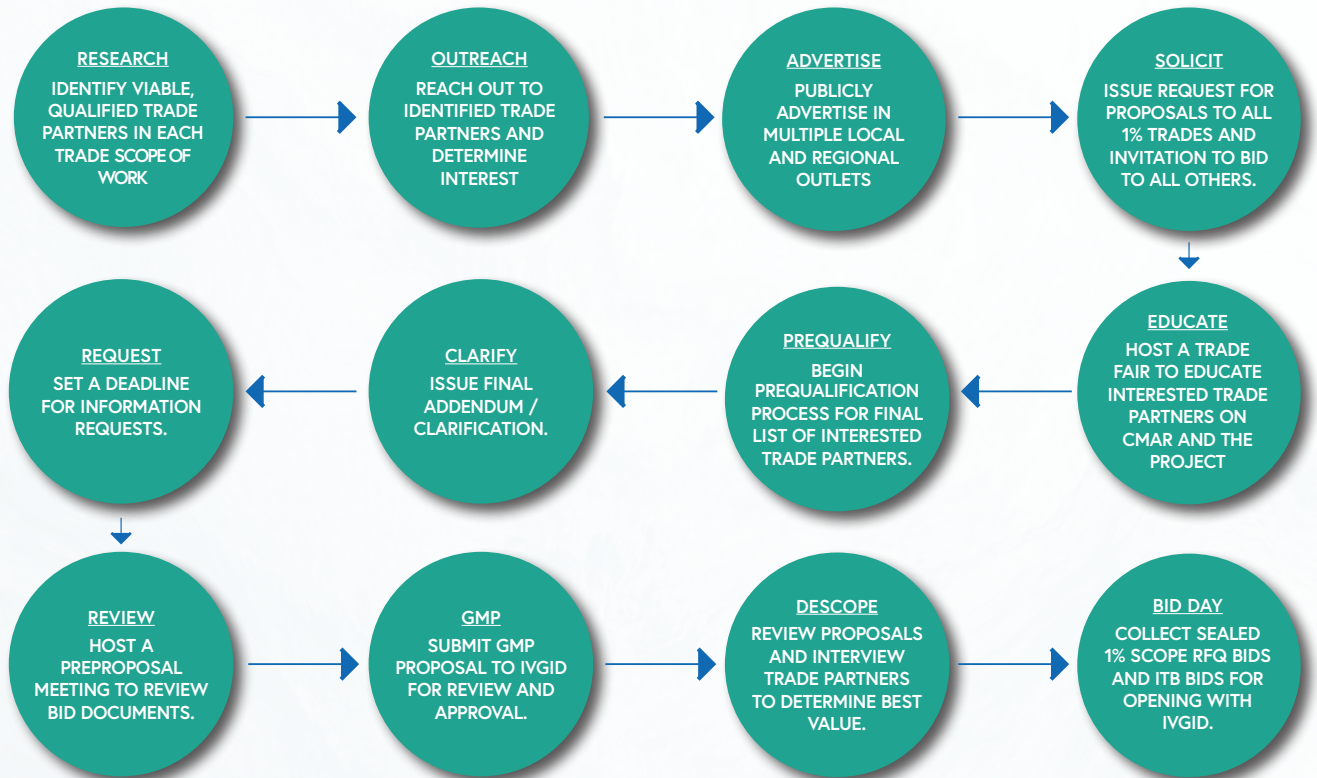
TRADE PARTNER PROCUREMENT

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

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

6. Project Implementation Plan

12-STEP SELECTION PROCESS



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

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

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

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

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

SEVEN

Safety Program



7. Safety Program

a. Provide a summary description of your safety programs.



FROM CORE'S CEO, JIM JACOBS:

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

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

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

SAFETY TRAINING

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

COLLABORATION

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

INNOVATION

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

OUR CULTURE OF TEAM & TRUST: UNWAVERING & COMPREHENSIVE TRUST

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

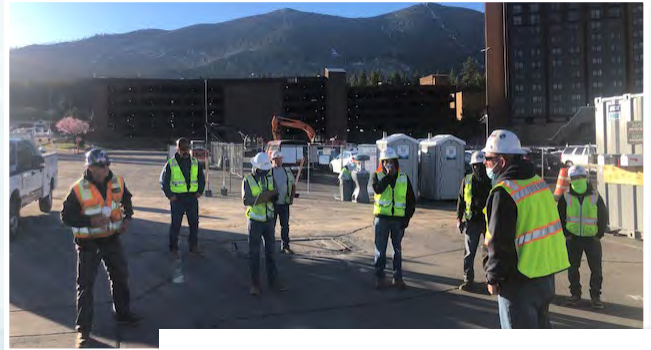
7. Safety Program

CORE'S CULTURE OF ZERO

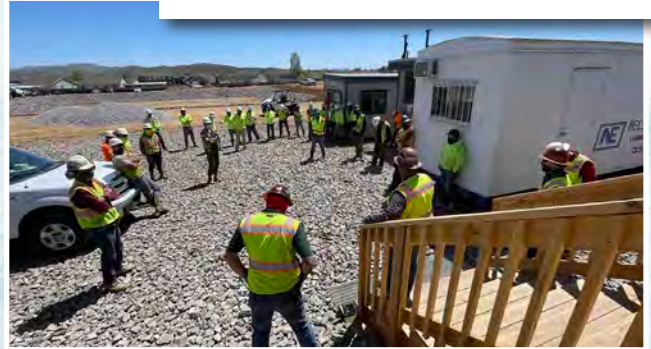
CORE's Safety Culture is designed around the belief that all accidents and incidents are preventable, and this makes the figure of zero the ONLY acceptable number when it comes to CORE's jobsite safety. Zero is the CORE Standard: Zero Incidents | Zero Accidents.

CORE'S CULTURE OF ALL IN

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



ON SITE SAFETY MEETINGS



CORE'S ALL IN TRADE PARTNER SAFETY PROGRAM

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

CORE'S ALL HANDS SAFETY PROGRAM

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

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

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

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

EIGHT

Miscellaneous Submittal Requirements



8. Miscellaneous Submittal Requirements

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

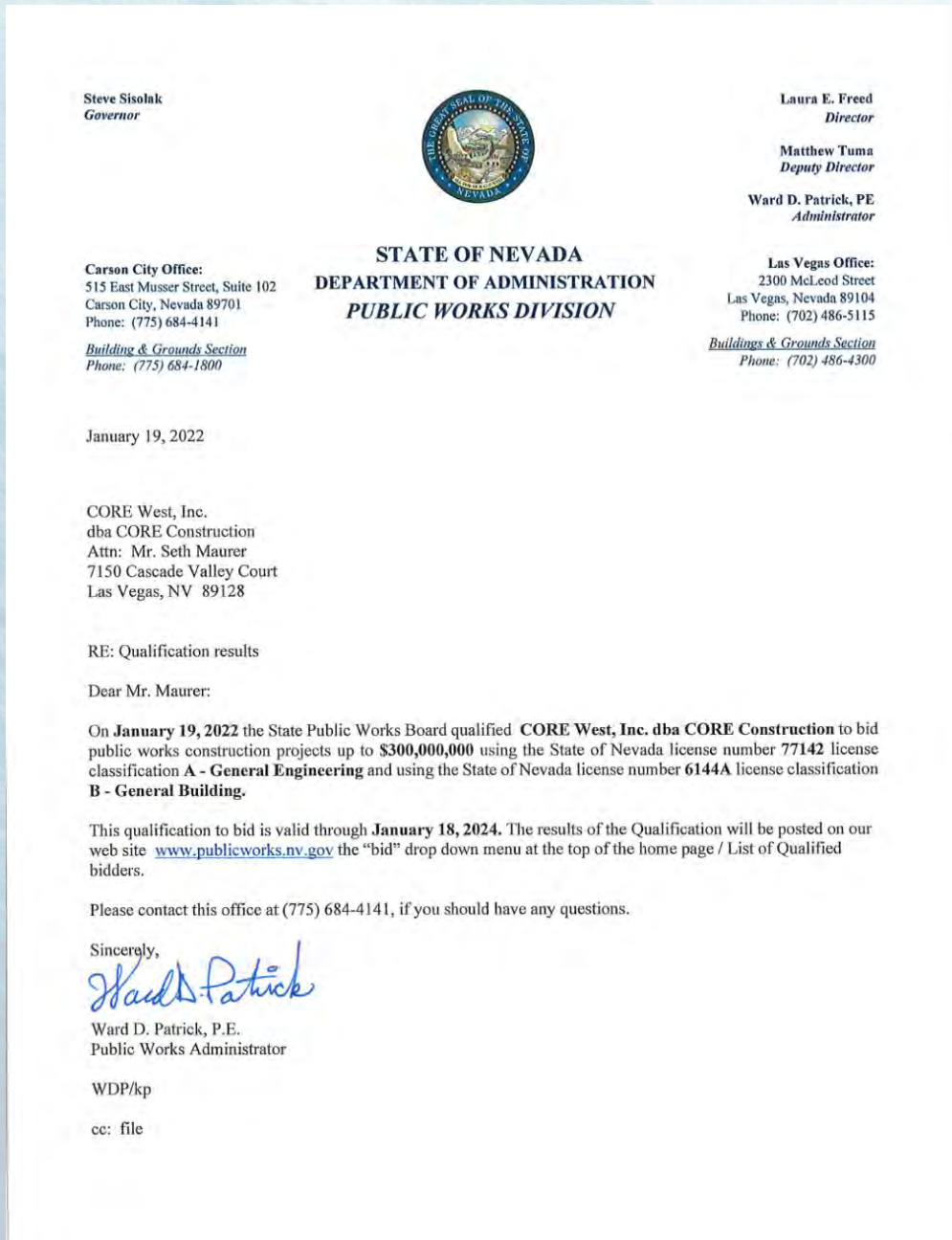


b. CMAR shall include a copy of their current Nevada Contractor's License.



8. Miscellaneous Submittal Requirements

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



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

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

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

CORE has never been disqualified from being awarded a contract.

NINE

Insurance and Bonding Capacity



9. Insurance and Bonding

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

Please refer to the following page.

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

Please refer page 34.

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

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

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

Please refer to page 34.

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

Please refer to the following page.



LANDER COUNTY RECREATION CENTER

9. Insurance and Bonding

INSURANCE CERTIFICATE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/23/2022			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Glenn Allen Insurance and Surety Brokers, LLC 5205 McClellan Dr Frisco, TX 75036 1-469-430-1450			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:				
INSURED CORE West, Inc., 7150 Cascade Valley Ct Las Vegas, NV 89128			INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company 11150 INSURER B: Starr Indemnity and Liability Company 38318 INSURER C: Arch Indemnity Insurance Company 30830 INSURER D: Arch Specialty Insurance Company 21199 INSURER E: INSURER F:		NAIC #		
COVERAGES		CERTIFICATE NUMBER: 64574152		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	41PKG8896113	03/01/22	03/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	41PKG8896113	03/01/22	03/01/23	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			1000584947221	03/01/22	03/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	44WC18946713 (AOS)	03/01/22	03/01/23	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS
A			X	41WC18896013 (FL)	03/01/22	03/01/23	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll Liability			CPP0060180-05	03/01/22	03/01/23	\$5M Claim/\$10M Agg 250,000SIR
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Coverage Only.							
CERTIFICATE HOLDER				CANCELLATION			
CORE West, Inc. 7150 Cascade Valley Ct Las Vegas, NV 89128 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2010/05)
jgurney1
64574152

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9. Insurance and Bonding

BONDING LETTER/EVIDENCE



Insurance and Surety Brokers
T: 469-430-1450

June 9, 2022

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

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

Dear Mrs. Waters and Selection Committee Members,

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

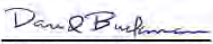
CORE has advised Travelers and Liberty of their desire to perform construction services for your captioned project. Travelers has enjoyed a relationship with CORE for over 40 years. During our relationship we have provided any bid, performance and payment bonds that they have required. We have bonded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

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

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

Sincerely,

Travelers Casualty and Surety Company of America
Liberty Mutual Insurance Company

By: 
David Buckman, Attorney-in-Fact

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



CORE

5330 Reno Corporate Drive
Reno, NV 89511

www.coreconstruction.com



Recreation Center Expansion Youth & Teen

PROPOSED PROGRAMMING AND OPERATIONAL PLAN

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

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

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

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

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

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

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

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

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

SAMPLE PROGRAMMING

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

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

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

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

ENHANCED MULTIGENERATIONAL PROGRAMMING

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

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

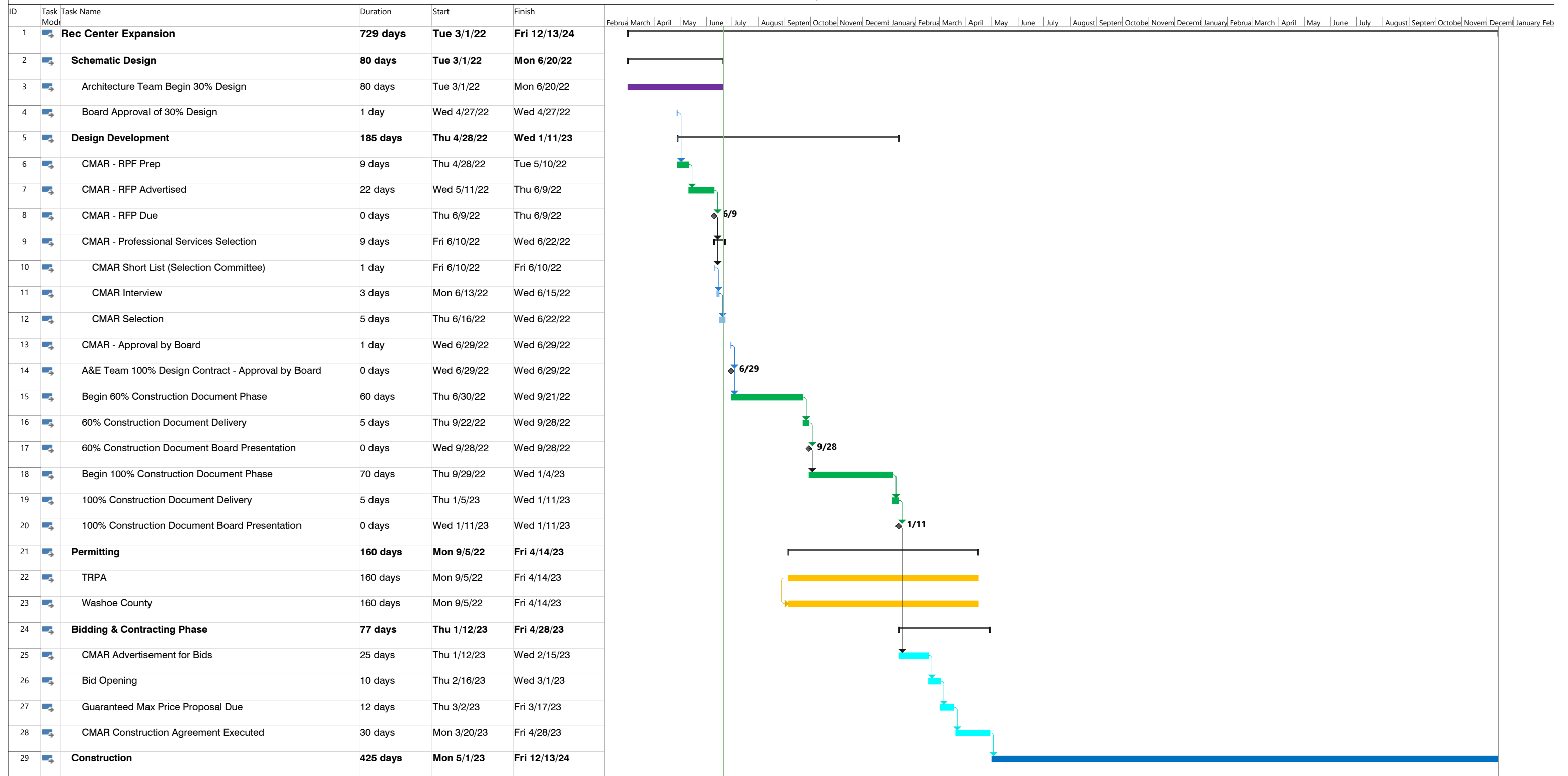
Conversation Café	Morning/Activity Center	IVGID Senior Programs
Board Games	Mornings/Activity Center	IVGID Senior Programs
Vets Club Meetings	Mornings/Activity Center	IVGID Senior Programs
Book Club	Mornings/Activity Center	IVGID Senior Programs
Presentations	Mornings/Activity Center	IVGID Senior Programs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

SUSTAINABILITY

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

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

Rec Center Expansion Project Timeline



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

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

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

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

Operations:

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

**FY2022/23
Budget**

Recreation Center Incremental Operations Projected Operations

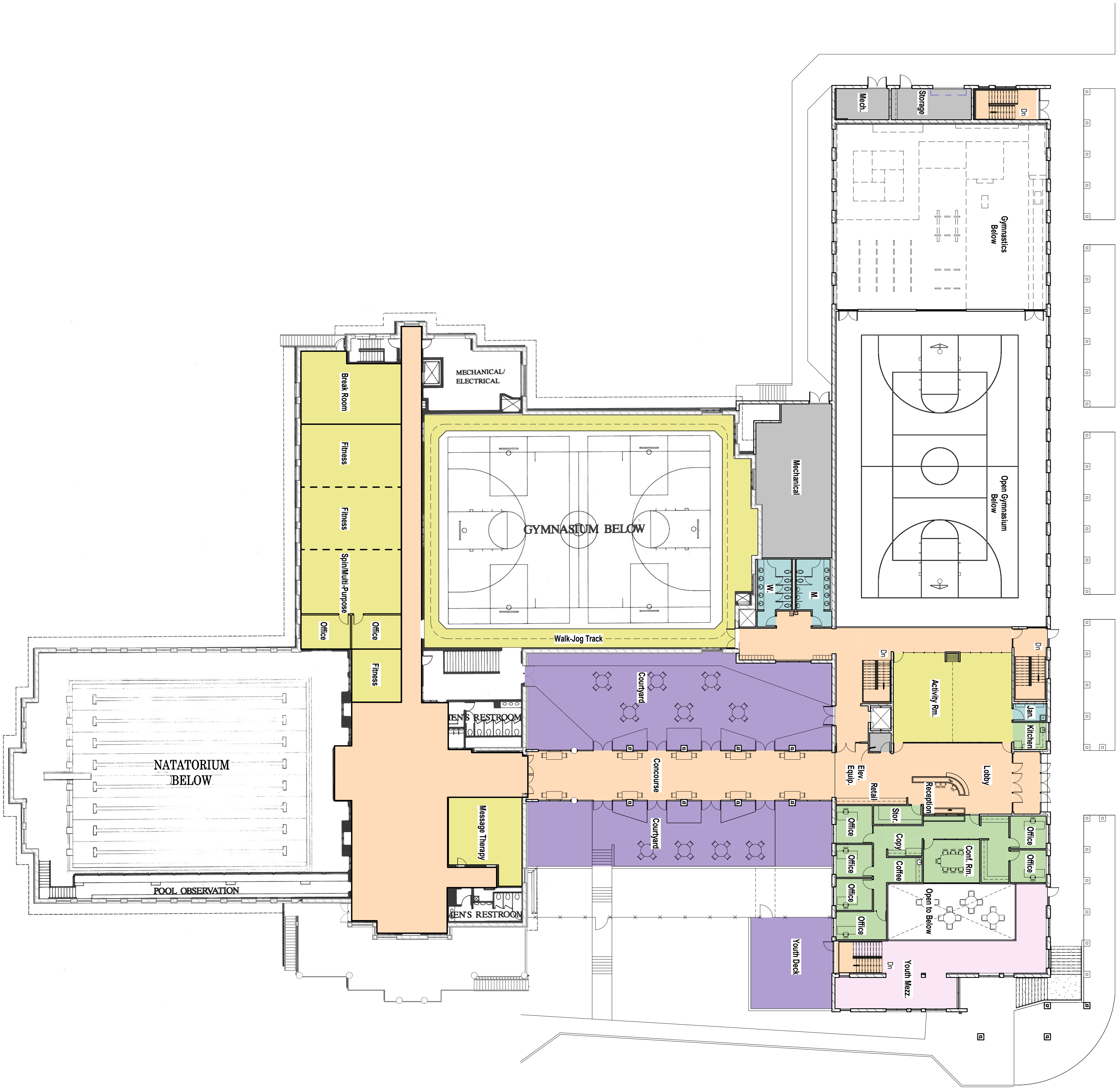
Fund 350 - Recreation

EXPENSES

					Wages	Benefits	Total
Personnel Costs							
Wages	262,375	72,920	335,295	Building Maintenance (0.5 FTE)	16,920	6,580	23,500
Fringe Benefits	<u>104,102</u>	<u>6,580</u>	<u>110,682</u>	Rover (2 Part-Time) - Hourly	56,000		56,000
<i>Sub-Total Personnel Costs</i>	<i>366,477</i>	<i>79,500</i>	<i>670,590</i>		<u>72,920</u>	<u>6,580</u>	<u>79,500</u>
		22%					
<i>Services and Supplies</i>							
Computer & IT Small Equip	1,050		1,050				
Computer Supplies			-				
Contractual Services	60		60				
Dues & Subscriptions	2,100		2,100				
Employee Recruit & Retain	1,050		1,050				
Operating	51,000	20,400	71,400	40% of existing budget			
Uniforms	1,700	800	2,500				
Permits & Fees	2,050		2,050				
Postage	450		450				
R& M General	65,950	29,678	95,628	45% of existing Repair and Maint Budget			
R&M Preventative	420		420				

ATTACHMENT I

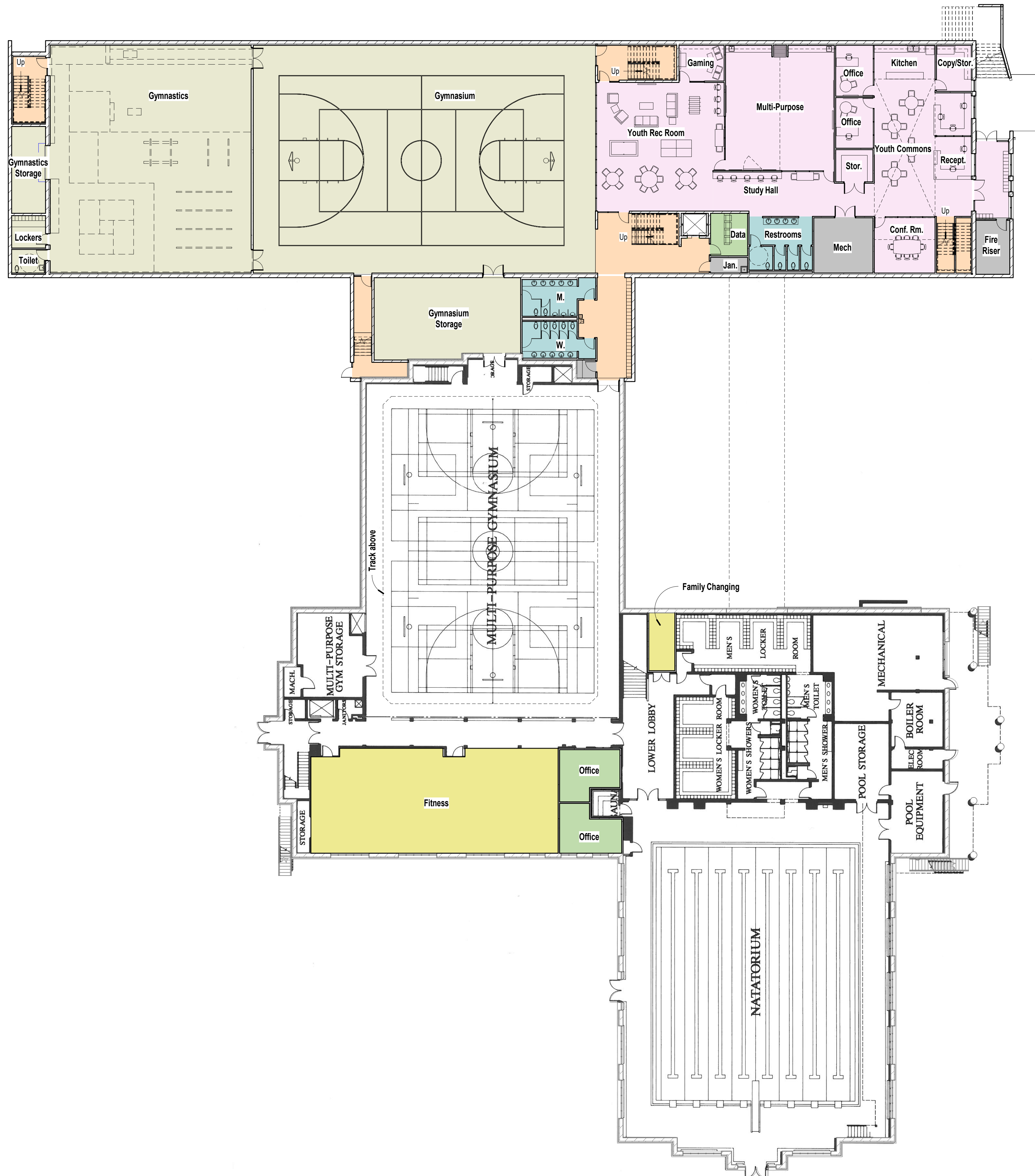
Snow Removal	7,400		7,400	
Janitorial	80,900	44,495	125,395	50% of existing + 10% inflation adj.
BLDGS Maintenance Services	150,860	60,344	211,204	40% of existing Bldg. Maint.
Security	5,160	-	5,160	
Training & Education	2,000		2,000	
Travel & Conferences			-	
Total Services and Supplies	372,150	155,717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



- Department Legend**
- Administration
 - Circulation
 - Mechanical
 - Outdoor Spaces
 - Recreation *
 - Restrooms
 - Youth Center
- * Recreation Activity Room
- Senior Programs
 - Art
 - Dance
 - Tball
 - Tch Ch

Upper Level Floor Plan





Department Legend

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

* Gymnasium

- Tiny Timbers (Day)
- Youth (Afternoon)
- Open Gym (Evening)

** Youth Center

- Kid Zone/Preschool (Day)
- Youth Programs (Afternoon)

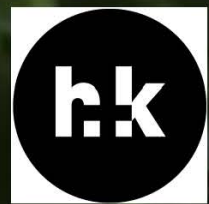
Lower Level Floor Plan

















MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

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

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

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

DATE: June 29, 2022

I. RECOMMENDATION

That the Board of Trustees:

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

II. DISTRICT STRATEGIC PLAN

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

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

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

III. BACKGROUND

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

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



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

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

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

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

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

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

IV. BID RESULTS

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

V. FINANCIAL IMPACT AND BUDGET

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

VI. ALTERNATIVES

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

VII. BUSINESS IMPACT

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

Attachments:

- A – Draft Reimbursement Agreement
- B – Peavine Construction Cost Estimate

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT

1. PARTIES AND DATE.

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

2. RECITALS.

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

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

3. TERMS.

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

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

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

District

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

Applicant

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

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

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

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

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

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

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

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or

service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.13 Authority to Enter Agreement. Applicant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.15 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

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

CONTRACTOR:
NEVADA PACIFIC CONSULTANTS, LLC
Agreed to:

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

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

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

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra S. Winqest
District General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Review, discuss and possibly approve an agreement between the Incline Village General Improvement District and the Diamond Peak Ski Education Foundation to operate ski education programs at the Districts Diamond Peak Ski Resort

DATE: June 29, 2022

I. RECOMMENDATIONS

That the Board of Trustees makes a motion to:

1. Approve an agreement between the Incline Village General Improvement District and the Diamond Peak Ski Education Foundation to operate ski education programs at the District's Diamond Peak Ski Resort for the period beginning July 1, 2022 through June 30, 2027.
2. Authorize Staff to execute all agreement documents based on a review by General Counsel.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #7 – Governance – The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparency to the greatest extent possible.

III. BACKGROUND

The current agreement between the Incline Village General Improvement District and the Diamond Peak Ski Education Foundation was approved by the Board of Trustees at your meeting on January 24, 2018. The current agreement includes a five-year term that is set to expire on June 30, 2022.

IV. DISCUSSION

Staff has prepared the proposed recommendation and agreement with the intent to be transparent of the funding or subsidies provided to the Diamond Peak Ski Education Foundation. Listed below are items within the current agreement in Section II. District Responsibilities that associate funding from the District to the Foundation including proposed changes to the agreement. Staff has commented on the following items related to the 2021/2022 season in regards to subsidies provided as they may offer a fair representation of the previous seasons within the term of the agreement.

Section II. District Responsibilities

A. The District, through DPSR, will make available portions of the mountain for production of the following races: Approximately four (4) Far West race events; and Approximately four (4) non-U.S.S.A. race events. The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF. Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

- *During the 2021/22 season the ski venue provided Middle and Lower Showoff trails for ski racing on three separate occasions, each race consisted of two day events for a total of six (6) days of ski racing during the season.*
- *Approximately \$600 per race event is expensed in personnel wages for a total of \$3,600 during the past season.*

B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided, but is not guaranteed as to frequency or quality.

- *Race training provided by the ski venue consists of an early load of Lakeview ski lift at 7:30 AM including approximately sessions throughout a season.*
- *Race training is typically planned to take place on Upper and Lower Showoff trails.*

- *Approximately \$5,400 is expensed annually in personnel wages, electricity and maintenance of providing early load race training.*

C. DPSR will provide up to forty (40) photo ID (non-transferable season ski passes) to DPSEF for the sole use of their coaching staff.

- *During the 2021/22 season the ski venue funded this Item C. by providing up to 40 passes including an expense of \$10,819*
 - *The proposed agreement reflects the removal of this item as the District will not fund the purchase of coaches passes as DPSEF will purchase the amount of coaches passes needed each season.*

D. DPSR will provide up to thirty (30) race day ski comp tickets to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, DPSR will provide one race day ski comp ticket per eight (8) athletes registered to be used by visiting coaches on the day of a DPSEF race only.

- *During 2021/22 season the ski venue funded item D. by providing up to thirty (30) race day ski comp tickets to volunteers and coaches including an expense of \$12,525.*
 - *The proposed agreement has been modified to reflect IVGID Board Practice 6.2 Pricing for Products and Services.*
 - *The proposed agreement states that the Ski venue will not provide race day complimentary tickets but will make race day tickets for coaches and volunteers available for purchase by DPSEF.*
 - *Pricing of the race day tickets shall be consistent with Practice 6.2 – 3.4 Discounts 3.4.1 and 3.4.2.*

E. DPSR will supply office space and a locker room for the DPSEF staff.

- *During the period of the current agreement the ski venue has provided the building space located in the upper parking lot of the ski venue.*
 - *The proposed agreement makes no referenced changes to this item.*

F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the then-current picture pass holder rates. Members of DPSEF who are not IVGID Picture Pass Holders may purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10. Parents and legal guardians of DPSEF members who are not IVGID Picture Pass Holders may likewise purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10.

- *During 2021/22 season the ski venue provided \$4,106 of discounted products to non-picture passholders.*
 - *The proposed agreement removes this item from the agreement.*

G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets ("DDLTT") to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents....

- *During 2021/22 season, 949 race day lifts tickets were provided for the sale of race day tickets by DPSEF.*
 - *The ski venue received a payment of \$24,107 of race day tickets sold per item G.*

I. DPSR will provide up to forty (40) identified non-transferrable fifty percent (50%) off food passes for the DPSEF coaches.

- *The proposed agreement removes this item from the agreement.*

J. The District will provide DPSEF certain designated/reserved parking spaces, as follows: The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.

- *During the period of the current agreement the ski venue has provided the designated parking spaces located in the upper parking lot.*
 - *The proposed agreement makes no referenced changes to this item.*

V. FINANCIAL IMPACT AND BUDGET

DPSEF has presented a financial statement that identifies annual net income for the term of the current agreement (see attached). The District and DPSEF have made changes to the proposed agreement to incorporate Board Practice 6.2 as well as other changes directed to reduce subsidies from the District to the Foundation. The table below provides the subsidies provided to the Foundation for operations including an estimate of FY2023 per the proposed agreement.

Subsidy	Estimate 22/23	FY2022	FY2021	FY2020	FY2019	FY2018	5 Year Avg.
Coach Passes (40)	\$0.00	\$10,819.00	\$12,913.00	\$10,129.00	\$8,294.00	\$5,980.00	\$9,627.00
Race Day Events	\$3,600.00	\$3,600.00	\$0.00	\$3,600.00	\$3,600.00	\$3,600.00	\$2,880.00
Race Training	\$5,400.00	\$5,400.00	\$4,500.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,220.00
Provide Office Space	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
Race Comp Tickets	\$0.00	\$12,525.00	\$0.00	\$6,000.00	\$14,080.00	\$13,114.00	\$9,143.80
Provide Designated Parking							
Non-Resident Member Pricing	\$0.00	\$4,106.00	\$2,295.00	\$150.00	\$0.00	\$0.00	\$1,310.20
Totals	\$11,400.00	\$38,850.00	\$22,108.00	\$27,679.00	\$33,774.00	\$30,494.00	\$30,581.00

VI. ALTERNATIVE

The Board of Trustees are under no obligation to approve the Staff recommendation of a new agreement between the District and Diamond Peak Ski Education Foundation.

VII. BUSINESS IMPACT

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

Attachments:

- A. DPSEF - Proposal for renewal of the agreement
- B. DPSEF - Financial Statement
- C. District - DPSEF - current agreement
- D. District - DPSEF – proposed agreement (red line) – DPSEF and Staff
- E. District – Proposed agreement (blue line) - Legal
- F. District - DPSEF – proposed agreement (clean)

**DPSEF PROPOSAL FOR RENEWAL
OF SKI TEAM
OPERATION AGREEMENT
2022**



**DIAMOND PEAK
SKI EDUCATION FOUNDATION**

TO: Tim Callicrate, Chairman, IVGID Board of Trustees

**Indra Winquest, District General Manager
Mike Bandelin, Diamond Peak Ski Resort General
Manager**

**FROM: Diamond Peak Ski Education Foundation
(DPSEF)**

Re: Agreement between DPSEF and DPSR/IVGID

June 29, 2022



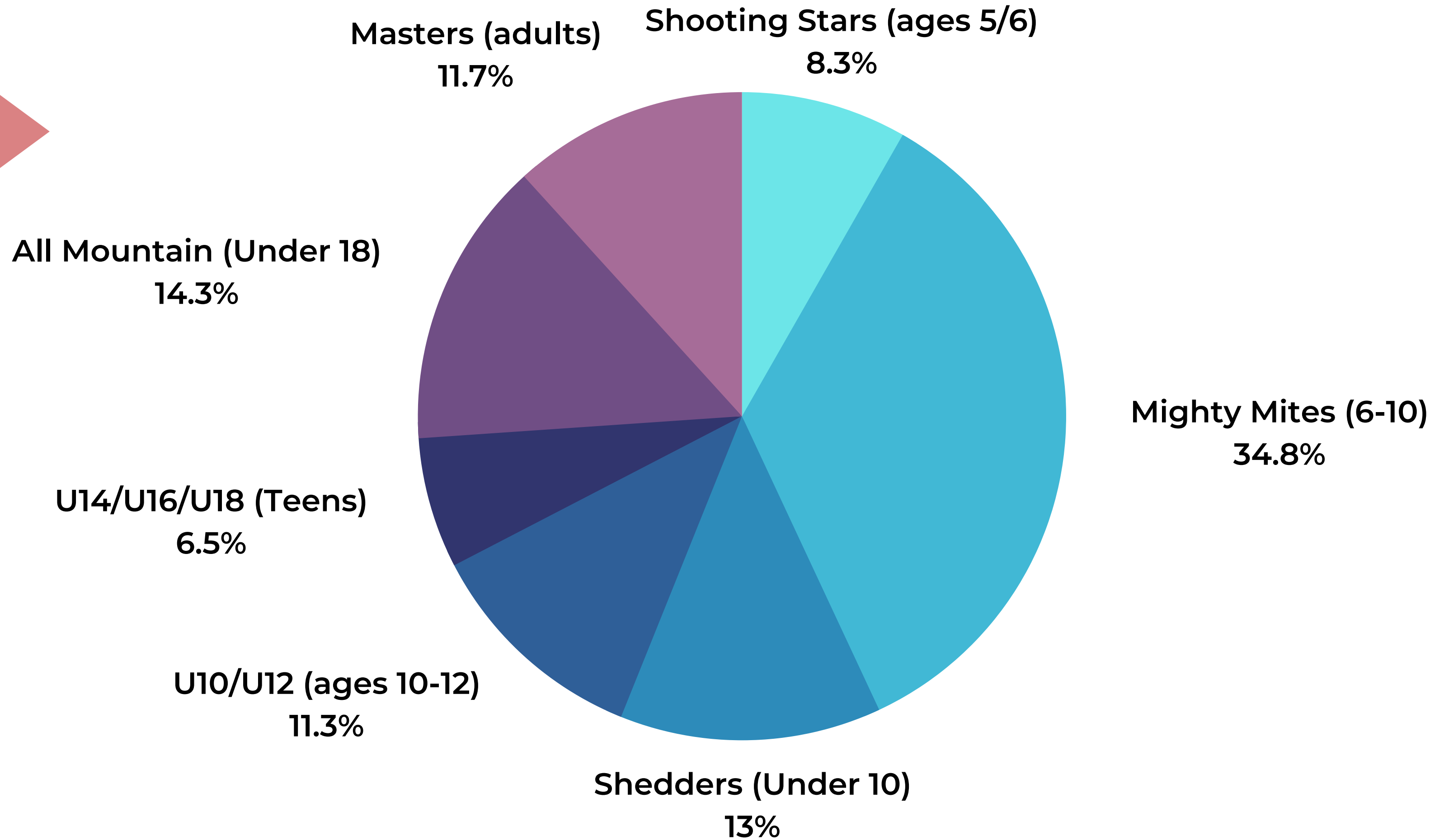
The Diamond Peak Ski Education Foundation (DPSEF) respectfully offers this presentation in support of the Board of Trustees' approval of the proposed renewal/extension of the contract between Diamond Peak Ski Resort (DPSR) and DPSEF, for the time period of July 1, 2022, to June 30, 2027.

WHO WE ARE:

For the 2021/22 season, DPSEF had 230 member-athletes. 212 of our 230 athletes are IVGID picture pass holders (92%). 55% of ski team enrollment are children under ten registered in our Shooting Stars, Mighty Mite, and shredders programs (ages 6-10). The program enrollment has hovered around 200 member-athletes for three seasons. Our member-athletes range from age 5 (Shooting Star/Mighty Mite) to age 80 (Masters).



DPSEF TEAM DEMOGRAPHICS 2021/22



COMMUNITY INVOLVEMENT:

With the recent influx of new residents, DPSEF has seen a considerable jump in enrollment in our Shooting Stars (age 5) and Mighty Mites (aged 6-10) programs. DPSEF has become a place for new residents to Incline Village to find community and forge friendships and connections.

With increased isolation these last couple of years due to remote learning, kids are finding a place to make friends and build their confidence on and off the slopes.



DIAMOND PEAK SKI EDUCATION FOUNDATION

OUR MISSION

Through an uncompromising focus on our values and high-caliber coaching, our Mission is to provide a year-round program to develop each athlete's skill, grit and integrity, and to inspire and empower each of our athletes to achieve their personal goals in athletics and in life.



Teamwork



Independence
& Sustainability



Growth-Mindset



Athletic
Excellence



Improvement



Character



Sportsmanship
& Integrity



OUR VISION

Is to be an exceptional alpine ski team renowned for cultivating a culture of excellence and developing individuals of outstanding character.

OUR VALUES

WHAT WE STAND FOR:

OUR VISION: To be an exceptional alpine ski team renowned for cultivating a culture of excellence and developing individuals of outstanding character.

OUR MISSION: Through an uncompromising focus on our values and high-caliber coaching, our mission is to provide a year-round program to develop each athlete's skill, grit, and integrity. To inspire and empower each of our athletes to achieve their personal goals in athletics and in life.

SCHOLARSHIPS:

Our fundraising efforts include donor-restricted contributions toward the Steve Steiner Memorial Scholarship Fund. The fund is named after the late Steve Steiner, an Incline Village resident. The Steiner fund provides scholarships to help local families pay tuition to access our fantastic program where they may not have been able to participate otherwise.



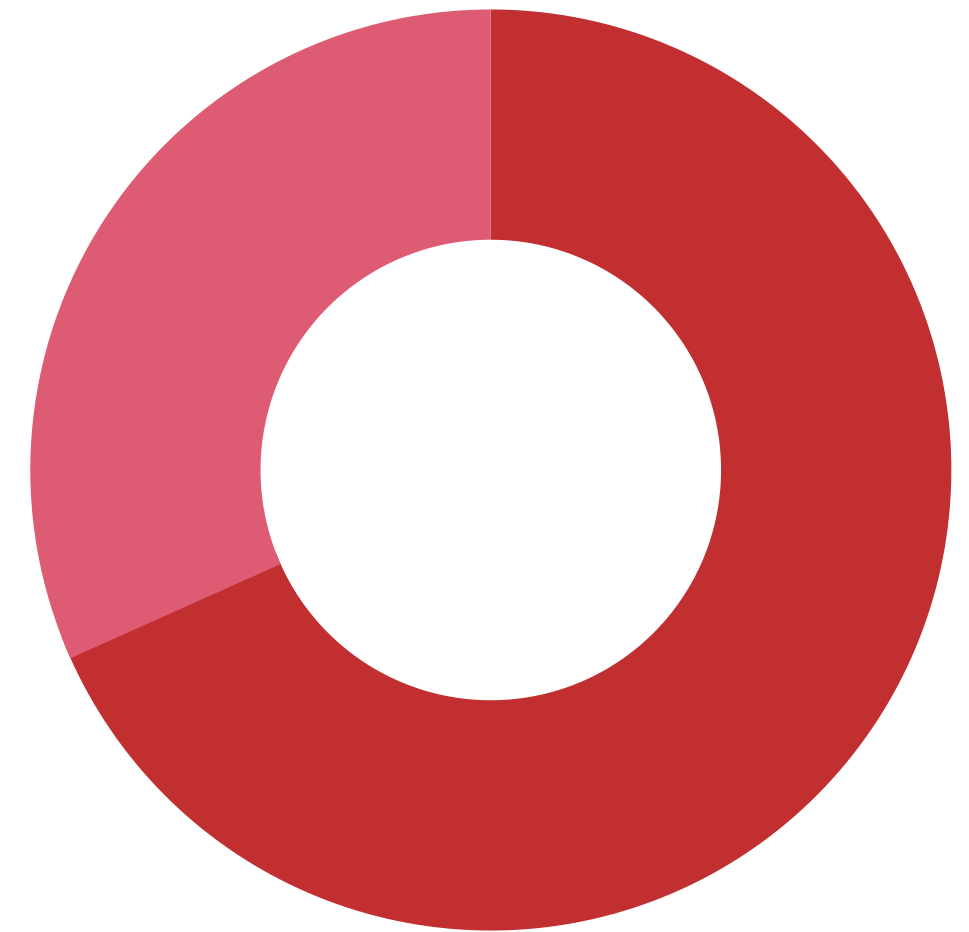


VOLUNTEER-BASED

DPSEF is governed by an all-volunteer Board of Directors and officers, who receive no compensation. DPSEF has a professional, paid coaching staff and various key administrative employees. Our all-volunteer board works tirelessly and contributes hundreds of hours to the team for no compensation. As of this writing, the foundation is seeking to hire a full-time executive director to improve its overall management, community collaboration, and governance.

FUNDING SOURCES:

For the 2020-21 ski season, DPSEF tuition/enrollment revenue covered 68.3% of the program's total expenses. This tuition-funded percentage will likely move downward as we increase staffing levels to improve the organization and its service to the community. The remainder is covered by DPSEF fundraising efforts and the net income from a few hosted ski races, which are made possible through heavy volunteer support, paid specialty service providers (e.g., race timing), and in-house staff. The operation of DPSEF is sustained by charitable donations and grants from various sources, the largest of which has historically been the annual Ullrfest fundraiser dinner/auction. During the past two years, DPSEF also received PPP loans which, upon forgiveness, were recognized as grant income. The most effective way to deliver a high-quality ski program like DPSEF is through non-profit fundraising.





ULLRFEST:

UllrFest Community Celebration. DPSEF works with DPSR to organize and host the annual UllrFest torchlight parade and bonfire party at Diamond Peak Ski Resort. This has become a well-attended, family-oriented community event that brings everyone together in the community to celebrate ski culture and our community youth.

RECENT CONTRACT HISTORY

- **FALL 2011:** Contract renewed for three seasons: 2012-13, 2013-14, and 2014-15.
- **DEC 2014:** Contract renewed for three seasons: 2015-16, 2016-17, and 2017-18. The contract incorrectly stated that it was taking effect upon signing (Dec 2014) for three Winter seasons instead of taking effect one year later (Dec 2015). This date anomaly was corrected one year later by a note and initials added to the signature page, indicating the correct years covered, 2015-16, 2016-17, and 2017-18.
- **JANUARY 2018** Instead of a three-year term, the 2018 contract covers a five-year term but took the place of the prior contract for the Winter season, 2017-18, and then continued in 2018-19, 2019-20, 2020-21, and 2021-22. Thus, it effectively overlapped and superseded the final year of the prior contract renewal.

- **RECENT CONTRACT HISTORY CONTINUED:**

- **JUNE 2022** – Proposed Five-Year renewal. 7/1/2022 – 6/30/2027. A five-year term promotes predictability and sustainability, facilitates planning, and avoids the burden and distraction of more frequent contract renewals. The length of the contract term has never posed an adverse issue for the district. (In truth, a shorter contract term would weaken the foundation and the pursuit of its mission. We train and hire staff on a long-term basis – ideally for multiple years -- and likewise look to long-term sustainability whenever possible.)



JUNE 2022: SIGNIFICANT CONTRACT CHANGES.

The proposed renewal agreement contains very few changes, other than several economic adjustments in IVGID's favor and no adjustments in DPSEF's favor, highlighted as follows:

- 1. DPSR provision of coaches' season passes eliminated.**
- 2. Race-day volunteer tickets and visiting coaches' tickets will be purchased by DPSEF at the minimum price required by IVGID Board Practice 6.2, dated March 1, 2022.**
- 3. Preferred season pass pricing for non-picture pass members, parents, and guardians is eliminated.**
- 4. Provision regarding collaboration for DPSEF facility development eliminated.**
- 5. DPSEF's desired facilities re-development will be covered separately in a future long-term land-use agreement to be crafted with IVGID.**

DPSEF PROMOTES RECREATION FROM AGES 5 TO 80, A CORE PURSUIT OF IVGID'S CHARTER:

- a. DPSEF fulfills winter recreational opportunities for several community youth and families ages 5 through 80 years old. Our latest growth segments among our member-athletes include an All-Mountain Team and a Masters team that includes both competitive Masters racers and other adults seeking to develop their skiing ability through training in gates and free-skiing with coaches. In addition to this, the very youngest age groups of mighty mites, shooting stars, and shredders are by far the predominant population group on the team.
- b. DPSEF's program has expanded over the years to include some year-long conditioning and dry land activities supervised by coaches.

DPSEF BENEFITS TO DPSR AND THE DISTRICT

- DPSEF provides a structured program for the advancement of free skiing and ski racing skills for over 200 athletes.
- Family Benefits – Family recreational fun while enjoying a day on the hill.
- Community building aspects, a place for families to meet outside and enjoy the nature of Tahoe.
- Program administration by DPSEF saves DPSR the substantial expense and resources required to run such a program.



In Closing,

We urge the Trustees to continue the ski team program at Diamond Peak, which pre-dates the District's acquisition of the resort. There are still Incline Village property owners that raised their kids on the ski team in the 1970s. The ski team is an attractive service/amenity that brings new residents to this community.

As stated previously, our overall mission is to provide a year-round program to develop each athlete's skill, grit, and integrity. To inspire and empower each of our athletes to achieve their personal goals in athletics and in life.

Our volunteer board works tirelessly, for no compensation, to make all this happen. We wish to carry on the good work of DPSEF for the historical benefit to the community. The lifelong learnings and mentorship provided to the athletes and families are compelling and invaluable. The DPSEF is committed to providing these benefits long into the future.

Sincerely,

DPSEF Board of Directors



DIAMOND PEAK
SKI EDUCATION FOUNDATION



MEMORANDUM

To: IVGID Board of Trustees, Tim Callicrate, Chairman
Indra Winqest, District General Manager
Mike Bandelin, Diamond Peak Ski Resort General Manager

From: Diamond Peak Ski Education Foundation (DPSEF)

Re: Renewal of Ski Team Operation Agreement between DPSEF and DPSR/IVGID
for Ski Team Operations at DPSR, July 1, 2022 through June 30, 2027.
IVGID Board of Trustees Meeting Date June 29, 2022

Date: June 22, 2022

The following is a summary of basic factual information and overview offered in support of DPSEF's proposed renewal of its operation agreement with DPSR/IVGID for the time period of July 1, 2022 through June 30, 2027.

Organization Information:

Diamond Peak Ski Education Foundation, a Nevada corporation
P.O. Box 5591
Incline Village, NV 89450
EIN#: 94-3015906

Contacts:

Stuart McLeod, President, stuart@dpsef.org
Luke Derrin, Program Administrator, luke@dpsef.org
Telephone Number: 775-832-1176

Local Nonprofit status:

DPSEF is qualified as a tax-exempt 501(c)(3) non-profit corporation. It is governed by a volunteer board of directors comprised of seven members, all of whom currently are Incline

Village property owners. It serves children, teenagers and adults in Incline Village. Its tax returns are publicly available.

Attached:

- IRS Determination Letter, May 5, 2008
- Four-year financial summary
- Pages 1-2, 2020 Form 990 (FYE 6/30/2021)
- Current Certificate of Insurance issued to DPSR

Attachments to Diamond Peak Ski Resort General Manager's Staff Report:

- DPSEF presentation/slideshow
- DPSEF financial summary
- Current (expiring) ski team agreement
- Redline of new proposed agreement over January, 2018 agreement
- Clean version of the new proposed agreement

Mission/Activities Summary:

"To establish, administer and promote an educational program for the development and training of skiers as a means of healthful recreation and physical fitness."

The full DPSEF Mission, Vision and Values is published at dpsef.org.

Contract Requirements:

DPSEF has fulfilled all of its obligations under its expiring contract, as set forth in the expiring Diamond Peak Ski Race Team Agreement, dated January 30, 2018, including all items listed in Article 1, Parts A-N, of the expiring agreement.

Over the course of the expiring agreement, DPSEF, through its volunteer Board of Directors and paid staff, have managed the Diamond Peak Ski Team for the benefit of our local community, with competitive success at all age levels. Additionally, the team has succeeded in executing its primary mission of providing an educational program within our local community for the development and training of skiers as a means of healthful recreation and physical fitness. During the substantial shutdown and dislocation of our community caused by the Covid19 pandemic, DPSEF provided an early, important opportunity for 200+ athletes and parents to gather in a healthy outdoor environment.

Conclusion:

DPSEF respectfully requests that its operations agreement with DPSR/IVGID be renewed for the requested time period of July 1, 2022 through June 30, 2027.

Sincerely, Andy Wolf, DPSEF Vice President



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248222025
May 05, 2008 LTR 4168C E0
94-3015906 000000 00 000
00019573
BODC: TE

DIAMOND PEAK SKI EDUCATION
FOUNDATION
PO BOX 5591
INCLINE VLG NV 89450-5591914

35511

Employer Identification Number: 94-3015906
Person to Contact: R Clemons
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Apr. 24, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in October 1991, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

DPSEF 990 Tax Return Highlights						
Fiscal Year End Date		6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022
	Form 990 Line #	"2017"	"2018"	"2019"	"2020"	"2021"
Total Revenue	12	\$641,750	\$511,986	\$515,779	\$611,696	Not Available
Total Expenses	18	\$565,396	\$558,363	\$597,448	\$523,400	
Net income (revenue less expense)	19	\$76,354	(\$46,377)	(\$81,669)	\$88,296	
Notable Sources of Revenue						
Contributions & Grants	8	\$245,927	\$159,529	\$159,276	\$254,510	
Program Service Revenue	9	\$488,119	\$413,968	\$383,152	\$357,689	
Program Service Revenue (% of Total Expenses)	Line 9 / Line 18	86.33%	74.14%	64.13%	68.34%	
Notes					Grants include SBA/PPP loan of \$63,857 forgiven on 5/5/2021. (first of two.)	

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2020

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning **JUL 1, 2020** and ending **JUN 30, 2021**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization DIAMOND PEAK SKI EDUCATION FOUNDATION		D Employer identification number 94-3015906
	Doing business as		E Telephone number 775-832-1176
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
	City or town, state or province, country, and ZIP or foreign postal code INCLINE VILLAGE, NV 89450		G Gross receipts \$ 630,103.
	F Name and address of principal officer: TIMOTHY BRIGGS PO BOX 5591, INCLINE VILLAGE, NV 89450		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number ▶

I Tax-exempt status: 501(c)(3) 501(c)() (insert no.) 4947(a)(1) or 527

J Website: ▶ **WWW.DPSEF.ORG**

K Form of organization: Corporation Trust Association Other ▶ **L** Year of formation: **1984** **M** State of legal domicile: **NV**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO ESTABLISH, ADMINISTER & PROMOTE AN EDUCATIONAL PROGRAM FOR THE DEVELOPMENT AND TRAINING OF		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	7
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	7
	5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	49
	6 Total number of volunteers (estimate if necessary)	6	68
	7 a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	159,276.	254,510.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	383,152.	357,689.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	4,651.	7,334.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	-31,300.	-7,837.
		515,779.	611,696.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	30,316.	53,187.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	54,193.	19,091.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	404,826.	353,073.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	108,113.	98,049.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	597,448.	523,400.	
19 Revenue less expenses. Subtract line 18 from line 12	-81,669.	88,296.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	410,706.	492,358.
	22 Net assets or fund balances. Subtract line 21 from line 20	104,578.	83,342.
	306,128.	409,016.	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date		
	TIMOTHY BRIGGS, TREASURER				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	SUZANNE OLSEN		05/05/22		P00818706
	Firm's name ▶ CASEY NEILON INC.	Firm's EIN ▶ 20-5570744			
	Firm's address ▶ 503 N DIVISION ST CARSON CITY, NV 89703		Phone no. 775-283-5555		

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission: TO ESTABLISH, ADMINISTER & PROMOTE AN EDUCATIONAL PROGRAM FOR THE DEVELOPMENT AND TRAINING OF SKIERS AS A MEANS OF HEALTHFUL RECREATION & PHYSICAL FITNESS

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 459,731. including grants of \$ 53,187.) (Revenue \$ 365,854.) IN FURTHERANCE OF THE ORGANIZATIONS' OBJECTIVES, THE FOUNDATION HIRES NATIONALLY RECOGNIZED AND CERTIFIED SKI INSTRUCTORS TO PROVIDE MULTIPLE LEVELS OF INSTRUCTION TO APPROXIMATELY 200 PARICIPANTS FROM NOVEMBER TO MAY.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 459,731.

AGENCY Menath Insurance, Inc		NAMED INSURED Diamond Peak Ski Education Foundation	
POLICY NUMBER HDGL003700495		P.O. Box 5591 Incline Village, NV, 89451	
CARRIER HDI Global Specialty SE	NAIC CODE AA1340041	EFFECTIVE DATE: 06/01/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

8 Ski / Snowboard Camps, Dryland training (including supervised weight training), Alpine, Nordic and Freestyle Ski Races & Competitions, Alpine Ski, Snowboard Instruction Including a Freestyle Program



Diamond Peak Ski Race Team Agreement

Page 1 of 17

This agreement is between the Incline Village General Improvement District, a political subdivision of the state of Nevada ("District" or "IVGID"), which owns and operates the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89541 ("DPSR"); and the Diamond Peak Ski Education Foundation, Post Office Box 5591, Incline Village, NV 89450 ("DPSEF"), for the purpose of conducting a ski education program at DPSR.

District and DPSEF hereby agree to the following terms and conditions:

I. DPSEF'S RESPONSIBILITIES

District will allow DPSEF to undertake activities on its property and at DPSR, as follows:

- A. Provide all services pertaining to the coaching and training needs of all DPSEF programs, including Masters, U19, U16, U14, U12, U10, Mighty Mites, Freeride/ All Mountain, and Skier Cross Teams. DPSEF will not compete with DPSR programs.
- B. DPSEF will prepare schedules of competitions to be hosted by DPSEF and held at DPSR for submittal to the Mountain Operations Manager of DPSR or their designee by November 1 of each year for review and approval. Changes to this schedule must be submitted and approved no less than 48 hours prior to the event or cancellation of the event may result.
- C. DPSEF will conduct race meetings subject to U.S.S.A. standards for sanctioned races and provide services as needed for non-sanctioned races.
- D. DPSEF will formulate necessary practices and procedures for use of equipment, facilities, training and competition, for review and approval by the Mountain Operations Manager of DPSR or their designee. All practices and procedures must be approved in writing by the 1st of October each fall prior to the winter season.
- E. DPSEF representatives will adhere to the dress and conduct codes as set for all DPSR employees.



Diamond Peak Ski Race Team Agreement

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- F. DPSEF representatives and participants will adhere to the code of conduct as set for all DPSR employees and will conduct themselves in this manner at all times.
- G. DPSEF representatives and participants understand and abide by the "Your Responsibility Code" as well as all safety regulations of DPSR. DPSEF representatives shall further be responsible for insuring that all participants understand and abide by the "Your Responsibility Code" as well as the safety regulations set by DPSR.
- H. DPSEF will maintain the appearance and cleanliness of race department headquarters.
- I. DPSEF will reimburse DPSR or District for utility charges for the race department headquarters building.
- J. DPSEF representatives will be responsible to ensure that all DPSEF participants carry a valid season pass or a current day pass whenever they are using the ski area facilities.
- K. DPSEF will provide all of the necessary alpine training equipment.
- L. DPSEF will seek final approval by DPSR General Manager for any materials utilizing the DPSR logo. DPSEF will use the names DPSR on all race related equipment including but not limited to: race bibs, banners, gate panels and patches.
- M. DPSEF will designate one individual by 1 November of each operating season as the program "Head Coach". This person will act as the primary liaison with DPSR for the purposes of scheduling as well as daily supervision and conduct of program participants.
- N. The two designated parking spots provided by the District to DPSEF in the upper level parking lot at DPSR (Paragraph II (J), below) will be managed by the DPSEF staff, and not the DPSR staff, other than snow removal.



Diamond Peak Ski Race Team Agreement

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II. DISTRICT'S RESPONSIBILITIES

A. District, through DPSR, will make available portions of the mountain for production of the following races:

- Approximately four (4) Far West race events; and
- Approximately four (4) non-U.S.S.A. race events.

The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF.

Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided, but is not guaranteed as to frequency or quality.

C. DPSR will provide up to forty (40) photo ID (non-transferrable season ski passes) to DPSEF for the sole use of their race coaching staff.

D. DPSR will provide up to thirty (30) race day ski comp tickets to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, DPSR will provide one race day ski comp ticket per eight (8) athletes registered to be used by visiting coaches on the day of a DPSEF race only.

It is DPSEF'S responsibility to see that these comp tickets are used only in conjunction with a DPSEF race. It will be the sole responsibility of DPSEF to assure that these tickets are never sold through any method currently available or yet available, particularly through the Internet. To assure this compliance, all these tickets will be date restricted.

E. DPSR will supply office space and a locker room for the DPSEF race staff on the grounds of DPSR. DPSR and DPSEF will work collaboratively to identify opportunities for facilities needed by both



Diamond Peak Ski Race Team Agreement

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organizations. Any direct costs regarding feasibility of these alternatives will be shared equally by DPSR and DPSEF.

- F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the then-current picture pass holder rates. Members of DPSEF who are not IVGID Picture Pass Holders may purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10. Parents and legal guardians of DPSEF members who are not IVGID Picture Pass Holders may likewise purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10.
- G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets ("DDLT") to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents. DDLT per-day-ticket-pricing will be established once each ski season by agreement between DPSEF and DPSR management no later than November 1 prior to the start of the ski season ("DDLT Price"). Revenue from DDLT sales will be split 50%/50% between DPSEF and DPSR. This split will be achieved by the following billing and payment method: DDLT lift ticket requests must be submitted to DPSR no less than 2 days before race day. Prior to each race day, DPSR will print a -block of DDLT tickets for sale by DPSEF in the morning of each race. DPSR will invoice DPSEF for the DDLT at 50% of the DDLT Price. DPSEF will then sell the DDLT each morning on race days. Any unused or unsold DDLT will be returned to DPSR the same day after conclusion of the race event, for a full credit against the price so invoiced. Payment for all DDLT per the invoice will be made by DPSEF to DPSR within 30 days after each race, with full credit for the DDLT so returned.

Example: Assume that DPSR prints and delivers 300 DDLT for a Tahoe League Race, and assume that the DDLT Price that season is \$44. DPSR will invoice DPSEF 300 x \$22 for that block of tickets. (i.e., $\$44 \times 0.5 = \22.00) If DPSEF sells only 200 of those tickets, it will return the 100 unsold tickets to DPSR the same day at the conclusion of the race event, along with a



Diamond Peak Ski Race Team Agreement

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written report stating the number of tickets sold from that block (i.e., 200). (See Part VII (D), below.) DPSEF will remit 200 x \$22.00 to DPSR within thirty days after the race.

- H. DPSR will make available the base lodge for DPSEF team functions as may be agreed by DPSR General Manager and DPSEF. Any such function will be conducted during times that are outside of DPSR's normal operating hours and require no DPSR staff labor to support, such as clean up, set up, etc. DPSEF may use the "Fireplace Room" in the base lodge for lunches, training breaks, meetings, athlete video analysis, etc., when not in use by the DPSR Sierra Scouts lunch program or other events /programs scheduled by DPSR or the District.
- I. DPSR will provide up to forty (40) identified non-transferrable fifty percent (50%) off food passes for the DPSEF coaches. These passes cannot be used to purchase food and/or non-alcoholic beverages for anyone but the passholder. DPSR shall have the exclusive right, and at its discretion, to revoke any pass at any time for any reason. Any purchases made for anyone other than the passholder is an example of when revocation could occur.
- J. The District will provide DPSEF certain designated/reserved parking spaces, as follows:
 - (i) The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.
 - (ii) During the DPSR ski season, at the discretion of the District's General Manager, the District may provide DPSEF up to six (6) parking spaces on District Property, off-site from DPSR (at a location to be determined by the District General Manager), for DPSEF's parking of its team transport vehicles and equipment trailers. DPSEF may keep its team transport vehicles and equipment trailers on DPSR grounds during the off-season, at a location determined by the DPSR General Manager.



Diamond Peak Ski Race Team Agreement

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III. STANDARDS OF OPERATION

- A. Standards for routine race training will be followed as set forth in the "Standards of Operation for Routine Ski Race Training" hereto attached as **Exhibit A**.
- B. Standards for ski race production will be followed as set forth in the "Standards of Operation for Race Production" hereto attached as **Exhibit B**.
- C. DPSEF will not have exclusive rights or access to the DPSR facilities. Use of the DPSR facilities by DPSEF is under the sole discretion of the DPSR General Manager.
- D. The administration and organization of the DPSEF race program will be the direct responsibility of the DPSEF Head Coach. All activities taking place on the grounds of DPSR will require the approval, in advance, of the Mountain Operations Manager of DPSR or their designee.
- E. The DPSEF ski team will be identified as the "Diamond Peak Ski Team, also known as "DPST" and "DPSEF".
- F. DPSR reserves the right to produce its own races.
- G. Prior written consent must be obtained from the General Manager of DPSR before any event to be held on the premises may be scheduled or advertised by DPSEF.
- H. Any DPSEF use of DPSR equipment (including, but not limited to copy machine, typewriters, paper goods, etc.) will be allowed by DPSR only on a second priority basis after the needs of DPSR: its prior consent is required. Paper may be purchased per 500-piece unit at cost from DPSR. The copy machine may be used at cost at \$.05 per individual copy. The FAX machine may be used at a cost per phone call. All costs are payable upon receipt of monthly invoice.



Diamond Peak Ski Race Team Agreement

Page 7 of 17

- I. At no time is the DPSEF to compete with or infringe upon the program offers of the DPSR Child Ski Center. DPSEF will not allow enrollment of any child in its program that will not be at least six (6) years of age by January 1" of the pertinent ski season, unless the following conditions are met to the satisfaction of DPSR General Manager:
 - (i) The child must have completed and successfully "graduated" from the DPSR Child Ski Center programs
 - (ii) If the child has relocated to the area and has already successfully completed a training program with another ski area or ski areas, the child must complete and pass a "ski off" test to be administered by the DPSR Child Ski. Center Manager or appropriate designee.
 - (iii) Children under six (6) entering the DPSEF will need to demonstrate that they are able to load and unload safely from a quad chairlift.
- J. Standards for loading and unloading chairlifts are attached as **Exhibit C**.
- K. Conflict of Interest standards applicable to this agreement are attached and incorporated by reference as **Exhibit D**.

IV. TRAINING PROGRAMS

DPSEF will provide a list of its alpine skiing programs, including price structures, at least once annually to the DPSR General Manager. DPSEF participation fees do not include the required season ski pass to DPSR.

DPSR realizes that some modifications to programs may be necessary due to participants' unknown future needs and demands. DPSEF must obtain prior consent from the DPSR, General Manager before any changes are made in the types of athletic programs and activities being offered by DPSEF.



Diamond Peak Ski Race Team Agreement

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V. CHILD ABUSE PREVENTION

DPSEF agrees to comply with the District's personnel policy and ensure that any of the DPSEF personnel, eighteen (18) years or older, who supervises or have routine contact with children under the age of sixteen (16) years, will undergo background checks conducted by DPSEF and approved by the District. Any DPSEF staff member who fails to pass the background check or fails to cooperate in those checks will be terminated by DPSEF. All expenses incurred in conducting these background checks will be the responsibility of DPSEF.

VI. COMPLIANCE WITH LAWS

- A. DPSEF will comply with all local, state and federal laws pertaining to the operation of a business of its type (i.e., an athletic education foundation) and will obtain any permits or licenses required.
- B. DPSEF will meet all local, state and federal laws pertaining to minimum wage, workers' compensation insurance, unemployment insurance, taxes, social security and any other mandated employer contributions.

VII. COLLECTION OF ALL RACE EVENT FEES

- A. Collection of DPSEF race program tuition will be the responsibility of the DPSEF.
- B. All DPSEF race program tuition will be the property of the DPSEF.
- C. All race fees, head taxes and any additional fees will be collected by DPSEF.
- D. Ski Lift ticket sales for event entrants will be conducted by DPSEF staff with daily sales reporting provided to the DPSR Ticketing Department the same day as the event. See Paragraph II (G), above.
- E. All race fees will be the property of DPSEF.
- F. Payment of any required fees and dues to the U.S.S.A. will be the



Diamond Peak Ski Race Team Agreement

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responsibility of DPSEF.

- G. DPSEF will submit an invoice to DPSEF for event fees forty eight (48) hours after the event for remittance from DPSEF to DPSR within thirty (30) days.

VIII. INDEMNIFICATION

DPSEF agrees to indemnify and hold harmless District, and the DPSR, and all of its Trustees (past and present), its officers, employees, and agents from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature against or incurred or which may be imposed upon any of them for physical or emotional injury or the death of any person(s), or damage or loss to any property as a result of or arising out of performance under the terms of this contract, excepting only liability arising out of the sole negligence of DPSR.

IX. INSURANCE

- A. With respect to performance under this agreement, DPSEF shall maintain the following insurance:
 - 1. Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
 - a. Name District/DPSR as additional insured; and
 - b. Be primary with respect to any insurance or self-insurance programs maintained by District/DPSR; and
 - c. Contain standard cross liability provisions.
 - 2. Workers' compensation insurance which complies with the CDS of Nevada regulations.
- B. DPSEF shall furnish properly executed certificates of insurance to DPSR prior to signing this agreement. Such certificate shall:



Diamond Peak Ski Race Team Agreement

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1. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District and DPSR as an insured, as well as all exclusions to the policies;
2. Indicate whether coverage provided is on a claims-made or occurrence basis;
3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to District; and
4. Be forwarded to:

Incline Village General Improvement District
Director of Finance
893 Southwood Boulevard
Incline Village, Nevada 89451

- C. If DPSEF, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. District at its sole option, may terminate this agreement and obtain damages from the DPSEF resulting from said breach. Alternatively, District may purchase such required insurance coverage, and charge DPSEF for the premiums incurred.

X. INDEPENDENT STATUS

DPSEF in all respects shall serve as an independent contractor and shall not in any respect serve as an agent or employee of District or DPSR. DPSEF shall have no authority to financially obligate District or DPSR, or otherwise commit any of District's resources for any purpose whatsoever. DPSEF will hold District and DPSR harmless from any and all claims or liability and indemnify them from any liability arising out of DPSEF's activities on the hill, whether under this contract or otherwise.

XI. DEFAULT

In the event of default of any terms of this agreement by DPSEF, District and DPSR



Diamond Peak Ski Race Team Agreement

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reserve the right to cancel all programs and races listed in this agreement after providing DPSEF with written notice of default and the opportunity to correct same within fourteen (14) days.

XII. ACCESS TO RECORDS

DPSEF shall keep adequate financial records to account for the collection and expenditure of funds under this agreement. DPSEF shall make these financial records available to District and its agents, upon request.

XIII. AMENDMENTS

Both the DPSEF and District hereto reserve the right to make amendments to this agreement after execution of the agreement. Any amendments will be effective only when made in writing and approved and signed by both the DPSEF and District.

XIV. TERM

This agreement shall be binding upon its execution by both parties. The term of this agreement shall commence on December 14, 2017, and expire on June 30, 2022 (i.e., five (5) winter ski seasons).

DPSR makes no warranty as to the amount of snow or length of season and it is at the sole discretion of DPSR whether or not to open the ski resort for any activities whether or not the DPSEF has races scheduled or not.

District reserves the right to suspend or terminate the agreement, or services hereunder, for default, upon written notice as per paragraph XI. Upon termination, District reserves the right to award all or any portion of the agreement to another party.

XV. ASSIGNMENT

This agreement will not be assigned by DPSEF without the written agreement of District. No part of this agreement may be subcontracted by DPSEF, without the prior written approval of District. The agreement shall automatically terminate upon the sale or lease of DPSR for operation other than by the District.



Diamond Peak Ski Race Team Agreement

XVI. SIGNATURE REQUIREMENTS

Authorized representation of DPSEF shall be indicated on all documents by the presence of two (2) signatures: the signature of the President and the signature of the Secretary.

XVII. ATTORNEY'S FEES

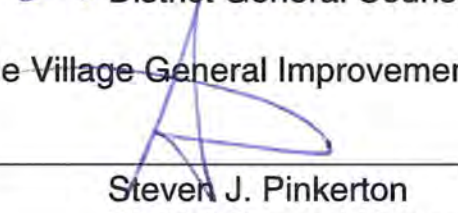
Should any dispute arise hereunder the prevailing party shall be entitled to recover, along with any damages it may incur, its actual costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this day, this 30th day of January, 2018.

Approved as to Form:

By: 
Jason Guinasso
District General Counsel

Incline Village General Improvement District

By: 
Steven J. Pinkerton
District General Manager

Diamond Peak Ski Education Foundation

By: 
DPSEF President

By: 
DPSEF Secretary



Diamond Peak Ski Race Team Agreement

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EXHIBIT A

**Standards of Operation For Routine Ski Race Training As Established
by Diamond Peak Ski Resort Management
(Standards of Operation, Paragraph III (A))**

1. Space for race training courses may be restricted or canceled due to weather, crowds, and snow conditions. Setting of race courses is at the discretion of the DPSR Mountain Operations Manager or his designee.
2. The responsible race coach will check for instructions with the DPSR Mountain Operations Manager or his designee before any training course is set. Race training schedule will be submitted to the Mountain Operations Manager and approved weekly one (1) week prior to taking effect.
3. Training gates and equipment will be taken up the lift only by the responsible coach unless permission is obtained from the DPSR Lift Supervisor or DPSR Mountain Operations Manager.
4. After training, the course will be side slipped to the satisfaction of the DPSR Mountain Manager or his designee. Adequate time will be allotted by the responsible coach so as not to delay lift opening or closing time.
5. The average number of training courses will be two (2), though some flexibility may be allowed at the discretion of the DPSR Mountain Operations Manager or his designee.
6. Use, type and display location of any sponsorship materials may be approved by DPSR General Manager.



Diamond Peak Ski Race Team Agreement

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EXHIBIT B

**Standards of Operation For Race Production
As Established by Diamond Peak Ski Resort Management
(Standards of Operation, Paragraph III (B))**

1. Races at DPSR will not be scheduled by the DPSEF without prior consent by the DPSR Mountain Operations Manager or his/her designee.
2. A Race Information Sheet will be circulated to the DPSR Mountain Operations Manager at least two (2) weeks before a scheduled race.
3. All pre-race and race day registration will be the responsibility of the DPSEF. Race Registration must be set up and operational at least three (3) hours prior to race start. Race Registration location will be cooperatively determined by DPSEF and DPSR General Manager or their designee. As soon as Registration is complete, DPSEF will return the area to its proper order.
4. Machine grooming of the race course will be the responsibility of DPSR. The final machine groomed surface will not be guaranteed because of changing weather or snow conditions. Final course preparation (side slipping, boot packing and course setting) will be the responsibility of the DPSEF race department.
5. Installation of all crowd control fencing will be the responsibility of the DPSR Ski Patrol. "B-Netting" and speed control fencing will be the responsibility of DPSEF.
6. All race courses, start and finish areas, and line up area clean-up will be the responsibility of the DPSEF race department to the satisfaction of the DPSR Mountain Operations Manager.
7. Lift line cutting privileges will be only at the discretion of DPSR Mountain Operations Manager.
8. Use, type and display location of sponsorship materials may be approved by DPSR General Manager
9. Periodically, DPSR Ski Patrol Director will confer with DPSEF Head coach to facilitate DPSEF's preparation of a written race event medical plan required by USSA Competition rules.



Diamond Peak Ski Race Team Agreement

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EXHIBIT C

**Standards of Lift Operations as Established by DPSEF
(Standards of Operation, Paragraph III (I))**

Diamond Peak Ski Team Lift Procedures (must always be followed):

1. Obey all the Signs and Procedures maintained and established by the Resort.
2. Sit all the way back on the seat with back against back of seat. (Yes, we know that this is not comfortable for smaller kids, as their legs will be straight out in front and not bent at the knees, but it is the safest position).
3. Hold on to the side arms or center bar.
4. Sit facing forward.
5. Pay attention •• do not fuss with clothing, equipment or food.
6. Absolutely no horseplay will be tolerated.
7. When a coach is loading with children, and a child does not make it safely onto the chair before the end of the loading zone, the coach is not to attempt to pull them onto the chair. Misloaded children should be guided into the catch pits at the end of the loading zones.
8. Children under 51 inches (measured with skis and helmet on) will not be allowed to ride any lift by themselves, regardless of age or ability level.

Diamond Peak Ski Team Lift Guidelines (Children, parents and staff must use their own judgement as to when to apply):

1. Follow the Guidelines established by the Resort according to your own judgement.
2. Smaller children should sit in seats 1 and 4 (outside seats) so that they can grab the side arms.
3. On lifts equipped with a chair bar, children who are large and strong enough to lower and raise the bar safely should lower the safety bar.



Diamond Peak Ski Race Team Agreement

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EXHIBIT C

**Standards of Lift Operations as Established by DPSEF
(Standards of Operation, Paragraph III (I))
(continued)**

Coaches will be encouraged to do the following:

1. During early load mornings and whenever lift lines permit, U12, U10, Tahoe League and Mighty Mites will ride two (2) children per chair unless accompanied by an adult (coach, parent or reasonably proficient bystander).

Parents are encouraged to do the following:

1. Talk to your kids about assuming responsibility for their actions.
2. Speak with coaches and Ski Patrol to determine for yourself if you want your children to lower the bar when unaccompanied by an adult.
3. Speak with coaches and Ski Patrol to determine for yourself if you want your children to ride in positions other than 1 and 4 on the chair.
4. Ride the lift with your children when you feel appropriate for example on very windy, icy, rainy, cold times when the chairs are the most slippery.
5. Report horseplay to coaches or Ski Patrol when you see it.



Diamond Peak Ski Race Team Agreement

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**EXHIBIT D
Conflicts of Interest Standards**

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

1. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the District's internal conflict of Interest policies and procedures, as amended from time to time.
2. DPSEF and its officers, directors and managerial employees shall comply with DPSEF's internal conflict of Interest policies and procedures, as amended from time to time.



Diamond Peak Ski Race Team Agreement

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This agreement is between the Incline Village General Improvement District, a political subdivision of the state of Nevada ("District" or "IVGID"), which owns and operates the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89541 ("DPSR"); and the Diamond Peak Ski Education Foundation, Post Office Box 5591, Incline Village, NV 89450 ("DPSEF"), for the purpose of conducting a ski education program at DPSR. DPSEF is a tax-exempt 501c3 Nevada nonprofit corporation.

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District and DPSEF hereby agree to the following terms and conditions:

I. DPSEF'S RESPONSIBILITIES

District will allow DPSEF to undertake activities on its property and at DPSR, as follows:

- A. Provide all services pertaining to the coaching and training needs of all DPSEF programs, including any or all of the following, in DPSEF's discretion: Alpine Masters, U21, U189, U16, U14, U12, U10, Mighty Mites, Shooting Stars, Shredders, Freeride/ All Mountain, and Skier Cross Teams. DPSEF will not compete with DPSR programs.
- B. DPSEF will prepare schedules of any competitions to be hosted by DPSEF and held at DPSR for submittal to the ~~Mountain Operations Manager of DPSR or their designee~~ General Manager of DPSR or his/her designee by November 1 of each year for review and approval. Changes to this schedule must be submitted and approved no less than 48 hours prior to the event or cancellation of the event may result.
- C. DPSEF will conduct any race meetings-competitions in accordance with the applicable subject to U.S.S.A. standards of U.S. Ski & Snowboard ("USS&S"), Far West Division, and other applicable standards for sanctioned eventsraces, and provide services as needed for non-sanctioned races. Provided, however, DPSEF shall not be required to schedule, staff or host any competitions except in its discretion, in coordination and consultation with DPSR.
- D. DPSEF will formulate necessary practices and procedures for use of equipment, facilities, training and competition, for review and approval by the ~~Mountain Operations Manager of DPSR or their designee~~ General Manager of DPSR or his/her designee. All practices and procedures must

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Diamond Peak Ski Race Team Agreement

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be approved in writing by the 1st of ~~October~~ November each Fall prior to the Winter season.

- E. DPSEF representatives will adhere to the dress and conduct codes as set for all DPSR employees.
- F. DPSEF representatives and participants will adhere to the code of conduct as set for all DPSR employees and will conduct themselves in this manner at all times.
- G. DPSEF representatives and participants understand and abide by the "Your Responsibility Code" published by the National Ski Areas Association, as well as all safety regulations of DPSR. DPSEF representatives shall further be responsible for insuring that all participants understand and abide by the "Your Responsibility Code" as well as the safety regulations set by DPSR.
- H. DPSEF will maintain the appearance and cleanliness of ~~race department headquarters~~ the race team building.
- I. DPSEF will reimburse DPSR or District for utility charges for the race ~~department headquarters~~ team building.

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Diamond Peak Ski Race Team Agreement

J. DPSEF representatives will be responsible to ensure that all DPSEF participants carry a valid season pass or a current day pass whenever they are using the ski area facilities.

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K. DPSEF will provide all of the necessary alpine training equipment for its programs.

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L. DPSEF will seek final approval by DPSR General Manager for any materials utilizing the DPSR logo. DPSEF will use the names DPSR on all race related equipment including but not limited to: race bibs, banners, gate panels, fencing, and patches.

M. DPSEF will designate one individual by 1 November of each operating season as the program "Head Coach". This person will act as the primary liaison with DPSR for the purposes of scheduling as well as daily supervision and conduct of program participants.

N. The two designated parking spots provided by the District to DPSEF in the upper level parking lot at DPSR (Paragraph II (J), below) will be managed by the DPSEF staff, and not the DPSR staff, other than snow removal.

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II. DISTRICT'S RESPONSIBILITIES

A. District, through DPSR, will make available portions of the mountain for production of the following races:

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- Approximately four (4) USS&S Far West race events; and
- Approximately four (4) non-U.S.S.A.USS&S race events.

The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF.

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Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

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B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided, but is not guaranteed as to frequency or quality.

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C. Minimum Prices to be Charged for Lift Tickets Provided to DPSEF, IVGID

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Diamond Peak Ski Race Team Agreement

Board Practice 6.2, dated March 1, 2022, as may be amended from time to time- ("Practice 6.2"), establishes certain criteria for the pricing of access to District's recreation facilities, including criteria for the discounts which may be given to local community focused non-profit organizations for their use of the District's recreation facilities, including DPSR. As used herein, the term "Minimum Price," shall mean the minimum price which must be charged pursuant to Practice 6.2 to a community focused non-profit organization, for a lift tickets at DPSR, as determined from time-to-time by DPSR. DPSR will provide up to forty (40) photo ID (non-transferrable season ski passes) to DPSEF for the sole use of their race coaching staff.

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- D. DPSEF will provide DPSEF up to thirty (30) race day ski lift comp tickets per competition date, at the "Minimum Price" defined belowabove, to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, for each competition date, DPSR will provide DPSEF one (1) race day ski complift ticket-, at the "Minimum Price" defined above, per every eight (8) athletes registered for a race competition, to be used by visiting coaches of such athletes on the day of a DPSEF race only. The tickets described in this Paragraph "D" are sometimes referred to herein as "comp tickets," even though DPSEF will pay DPSR for them at the "Minimum Price" defined belowabove.

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It is DPSEF'S responsibility to see that these comp tickets are used only in conjunction with a DPSEF race. It will be the sole responsibility of DPSEF to assure that these tickets are never sold or traded through any method currently available or yet available, particularly through the Internet. To assure this compliance, all of these tickets will be date restricted.



Diamond Peak Ski Race Team Agreement

E. DPSR will supply office space and a locker room for the DPSEF race staff on the grounds of DPSR. ~~DPSR and DPSEF will work collaboratively to identify opportunities for facilities needed by both organizations. Any direct costs regarding feasibility of these alternatives will be shared equally by DPSR and DPSEF.~~

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F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the ~~then-current applicable picture pass holder rates. Members of DPSEF who are not IVGID Picture Pass Holders may purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10. Parents and legal guardians of DPSEF members who are not IVGID Picture Pass Holders may likewise purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10.~~

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G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets ("DDLTL") to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents. ~~Not later than May 15th of each year, DPSR will provide DPSEF an estimate of the anticipated DDLT ticket price for the following Winter Season, for DPSEF's use. The final DDLT per-day-ticket -pricing for each Winter season will be established once each ski season by agreement between DPSEF and DPSR and reported to DPSEF management no later than the 15th 1st day of MayNovember, prior to the following upcoming Winter season November 1 prior to the start of the ski season ("DDLTL Price").~~ Revenue from DDLT sales will be split 50%/50% between DPSEF and DPSR, ~~with an upward adjustment in DPSR's favor as may be required to assure DPSR's recovery of the Minimum Price defined in Paragraph II(D), above. (This adjustment is detailed at the end of this paragraph.)~~ This split will be achieved by the following billing and payment method: DDLT lift ticket requests must be submitted to DPSR no less than 2 days before race day. Prior to each race day, DPSR will print a -block of DDLT tickets for sale by DPSEF in the morning of each race. DPSR will invoice DPSEF for the DDLT at 50% of the DDLT Price. DPSEF will then sell the DDLT each morning on race days. Any unused or unsold DDLT will be returned to DPSR the same day after conclusion of the race event, for a full credit against the price so invoiced. Payment for all DDLT per the invoice will be made by DPSEF to DPSR within 30 days after each race, with full credit for the DDLT so returned.

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Diamond Peak Ski Race Team Agreement

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~~G. ➤ Adjustment: Notwithstanding anything to the contrary stated above, in the event that DPSR's 50% share of the foregoing DDLT Price is below the Minimum Price defined in Paragraph II(D), above, then DPSR's share and the corresponding payment by DPSEF to DPSR will be increased from said 50% share up to the Minimum Price.~~

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~~Example: Assume that DPSR prints and delivers 300 DDLT for a Tahoe League Race, and assume that the DDLT Price that season is \$44. DPSR will invoice DPSEF 300 x \$22 for that block of tickets. (i.e., \$44 x 0.5 = \$22.00) If DPSEF sells only 200 of these tickets, it will return the 100 unsold tickets to DPSR the same day at the conclusion of the race event, along with a written report stating the number of tickets sold from that block (i.e., 200). (See Part VII (D), below.) DPSEF will remit 200 x \$22.00 to DPSR within thirty days after the race.~~

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H. DPSR will make available the base lodge for DPSEF team functions as may be agreed by DPSR General Manager and DPSEF. Any such function will be conducted during times that are outside of DPSR's normal operating hours and require no DPSR staff labor to support, such as clean up, set up, etc. DPSR will charge DPSEF for such use, in accordance with Practice 6.2, mentioned above. DPSEF may use the "Fireplace Room" in the base lodge for lunches, training breaks, meetings, athlete video analysis, etc., when not in use by the DPSR Sierra Scouts lunch program or other events /programs scheduled by DPSR or the District.

~~I. DPSR will provide up to forty (40) identified non-transferrable fifty percent (50%) off food passes for the DPSEF coaches. These passes cannot be used to purchase food and/or non-alcoholic beverages for anyone but the passholder. DPSR shall have the exclusive right, and at its discretion, to revoke any pass at any time for any reason. Any purchases made for anyone other than the passholder is an example of when revocation could occur[Deleted].~~

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J. The District will provide DPSEF certain designated/reserved parking spaces, as follows:

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(i) The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.



(ii) During the DPSR ski season, at the discretion of the District's General Manager, the District may provide DPSEF up to six (6) parking spaces on District Property, off-site from DPSR (at a location to be determined by the District General Manager), for DPSEF's parking of its team transport vehicles and equipment trailers. DPSEF may keep its team transport vehicles and equipment trailers on DPSR grounds during the off-season, at a location determined by the DPSR General Manager.

(ii)

III. STANDARDS OF OPERATION

A. Standards for routine race training will be followed as set forth in the "Standards of Operation for Routine Ski Race Training" hereto attached as Exhibit A.

B. Standards for ski race production will be followed as set forth in the "Standards of Operation for Race Production" hereto attached as Exhibit B.

C. DPSEF will not have exclusive rights or access to the DPSR facilities. Use of the DPSR facilities by DPSEF is under the sole discretion of the DPSR General Manager.

D. The administration and organization of the DPSEF race program will be the direct responsibility of the DPSEF Head Coach. All activities taking place on the grounds of DPSR will require the approval, in advance, of the ~~Mountain Operations Manager of DPSR or their designee~~ General Manager of DPSR or his/her designee.

E. The DPSEF ski team will be identified as the "Diamond Peak Ski Team, a/k/a "DPST" and "DPSEF".

F. DPSR reserves the right to produce its own races.

G. Prior written consent must be obtained from the General Manager of DPSR or his/her designee before any event to be held on the premises may be scheduled or advertised by DPSEF.

H. ~~Any DPSEF use of DPSR equipment (including, but not limited to copy machine, typewriters, paper goods, etc.) will be allowed by DPSR only on a second priority basis after the needs of DPSR: its prior consent is required. Paper may be purchased per 500-piece unit at cost from DPSR. The copy~~

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Diamond Peak Ski Race Team Agreement

~~machine may be used at cost at \$.05 per individual copy. The FAX machine may be used at a cost per phone call. All costs are payable upon receipt of monthly invoice[Deleted.]~~

~~I. At no time is the DPSEF to compete with or infringe upon the programs offers offered by of the DPSR Child Ski Center. DPSEF will not allow enrollment of any child in its program that will not be at least six five (56) years of age by January 4December 31st " of the pertinent ski season. , unless the following conditions are met to the satisfaction of DPSR General Manager:~~

- ~~I. (i.)The child must have completed and successfully "graduated" from the DPSR Child Ski Center programs~~
- ~~(ii.)If the child has relocated to the area and has already successfully completed a training program with another ski area or ski areas, the child must complete and pass a "ski off" test to be administered by the DPSR Child Ski Center Manager or appropriate designee.~~
- ~~(iii.)Children under six (6) entering the DPSEF will need to demonstrate that they are able to load and unload safely from a quad chairlift.~~

J. Standards for loading and unloading chairlifts are attached as **Exhibit C.**

K. Conflict of Interest standards applicable to this agreement are attached and incorporated by reference as **Exhibit D.**

IV. TRAINING PROGRAMS

DPSEF will provide a list of its alpine skiing programs, including price structures, at least once annually to the DPSR General Manager. DPSEF participation fees do not include the required season ski pass to DPSR.

DPSR realizes that some modifications to programs may be necessary due to participants' unknown future needs and demands. DPSEF must obtain prior consent from the DPSR General Manager before any changes are made in the types of athletic programs and activities being offered by DPSEF.

V. CHILD ABUSE PREVENTION

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Diamond Peak Ski Race Team Agreement

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DPSEF will assure its ongoing compliance with SafeSport and agrees to comply with the District's personnel policy and ensure that any of the DPSEF personnel, eighteen (18) years or older, who supervises or have routine contact with children under the age of sixteen (16) years, will undergo background checks conducted by DPSEF and approved by the District. Any DPSEF staff member who fails to pass the background check or fails to cooperate in those checks will be terminated by DPSEF. All expenses incurred in conducting these background checks will be the responsibility of DPSEF.

VI. COMPLIANCE WITH LAWS

- A. DPSEF will comply with all local, state and federal laws pertaining to the operation of a business of its type (i.e., an athletic education foundation) and will obtain any permits or licenses required.
- B. DPSEF will meet all local, state and federal laws pertaining to minimum wage, workers' compensation insurance, unemployment insurance, taxes, social security and any other mandated employer contributions.

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VII. COLLECTION OF ALL RACE EVENT FEES

- A. Collection of DPSEF race program tuition will be the responsibility of the DPSEF.
- B. All DPSEF ~~race program tuition program service fees, including tuition,~~ will be the property of the DPSEF.
- C. All race fees, head taxes and any additional fees will be collected by DPSEF.
- D. Ski Lift ticket sales for event entrants will be conducted by DPSEF staff with daily sales reporting provided to the DPSR Ticketing Department the same day as the event. See Part II (G), above.
- ~~E.~~ All race fees will be the property of DPSEF.
- ~~E.~~
- F. Payment of any required fees and dues to the ~~U.S.S.A. USS&S~~ will be the responsibility of DPSEF.
- G. DPSR will submit an invoice to DPSEF for event fees forty eight (48) hours after the event for remittance from DPSEF to DPSR within thirty (30) days.

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VIII. INDEMNIFICATION

DPSEF agrees to indemnify, defend and hold harmless ~~District, and the~~ DPSR, ~~the District, and and~~ all of its Trustees, ~~(past and present), its~~ officers, ~~and~~ employees, ~~and agents (past, present and future),~~ from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature against or incurred or which may be imposed upon any of them for physical or emotional injury or the death of any person(s), or damage or loss to any property as a result of or arising out of performance under the terms of this contract, excepting only liability arising out of the sole negligence of DPSR.

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IX. INSURANCE

- A. With respect to performance under this agreement, DPSEF shall maintain the following insurance:

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Diamond Peak Ski Race Team Agreement

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1. Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
 - a. Name District/DPSR as additional insured; and
 - b. Be primary with respect to any insurance or self-insurance programs maintained by District/DPSR; and
 - c. Contain standard cross liability provisions.

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2. Workers' compensation insurance which complies with the CDS of Nevada regulations.

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- B. DPSEF shall furnish properly executed certificates of insurance to DPSR prior to signing this agreement. Such certificate shall:

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1. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District and DPSR as an insured, as well as all exclusions to the policies;
2. Indicate whether coverage provided is on a claims-made or occurrence basis;
3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to District; and
4. Be forwarded to:

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Incline Village General Improvement District
Director of Finance,
893 Southwood Boulevard
Incline Village, Nevada -89451

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- C. If DPSEF, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. District at its sole option, may terminate this agreement and obtain damages from the DPSEF resulting from said breach. Alternatively, District may purchase such required insurance coverage, and



Diamond Peak Ski Race Team Agreement

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charge DPSEF for the premiums incurred.



X. INDEPENDENT STATUS

DPSEF in all respects shall serve as an independent contractor and shall not in any respect serve as an agent or employee of District or DPSR. DPSEF shall have no authority to financially obligate District or DPSR, or otherwise commit any of District's resources for any purpose whatsoever. ~~DPSEF will hold District and DPSR harmless from any and all claims or liability and indemnify them from any liability arising out of DPSEF's activities on the hill, whether under this contract or otherwise.~~

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XI. DEFAULT

In the event of default of any terms of this agreement by DPSEF, District and DPSR reserve the right to cancel all programs and races listed in this agreement after providing DPSEF with written notice of default and the opportunity to correct same within ~~fourteen~~ thirty (14~~30~~) days.

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XII. ACCESS TO RECORDS

DPSEF shall keep adequate financial records to account for the collection and expenditure of funds under this agreement. DPSEF shall make these financial records available to District and its agents, upon request.

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XIII. AMENDMENTS

Both the DPSEF and District hereto reserve the right to make amendments to this agreement after execution of the agreement. Any amendments will be effective only when made in writing and approved and signed by both the DPSEF and District. (See, Exhibit D, Special Standards for the Administration of this Agreement.)



Diamond Peak Ski Race Team Agreement

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XIV. TERM

This agreement shall be binding upon its execution by both parties. The term of this agreement shall commence on ~~December 14, 2017~~ **July 1, 2022**, and expire on **June 30, 2027** (i.e., **five (5)** winter ski seasons).

DPSR makes no warranty as to the amount of snow or length of season and it is at the sole discretion of DPSR whether or not to open the ski resort for any activities whether or not the DPSEF has races scheduled or not.

District reserves the right to suspend or terminate the agreement, or services hereunder, for default, upon written notice as per paragraph XI. Upon termination, District reserves the right to award all or any portion of the agreement to another party.

XV. ASSIGNMENT

This agreement will not be assigned by DPSEF without the written agreement of District. No part of this agreement may be subcontracted by DPSEF, without the prior written approval of District. The agreement shall automatically terminate upon the sale or lease of DPSR for operation by an entity other than ~~by~~ the District.

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XVI. SIGNATURE REQUIREMENTS

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Authorized representation of DPSEF shall be indicated on all documents by the presence of two (2) signatures: the signature of the President and the signature of the Secretary.

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XVII. ATTORNEY'S FEES

Should any dispute arise hereunder the prevailing party shall be entitled to recover, along with any damages it may incur, its actual costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this day, this _____ day of _____, 20172022.

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~~Approved as to Form:~~

~~By: _____
Jason Guinasso
District General Counsel~~

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Incline Village General Improvement District

By: _____
Steve Pinkerton
District General Manager

~~Approved as to Form:~~

~~By: _____
Joshua Nelson
District General Counsel~~

Diamond Peak Ski Education Foundation

By: _____



Diamond Peak Ski Race Team Agreement

Page 16 of ~~16~~19

DPSEF President

By: _____
DPSEF Secretary

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EXHIBIT A

Standards of Operation For Routine Ski Race Training As Established by Diamond Peak Ski Resort Management (Standards of Operation, Paragraph III (A))

- 1. Space for race training courses may be restricted or canceled due to weather, crowds, and snow conditions. Setting of race courses is at the discretion of the DPSR Mountain Operations Manager General Manager or his/her designee.
2. The responsible race coach will check for instructions with the DPSR Mountain Operations Manager General Manager or his/her designee before any training course is set. Race training schedule will be submitted to the Mountain Operations Manager General Manager or to his/her designee and approved weekly, one (1) week prior to taking effect.
3. Training gates and equipment will be taken up the lift only by the responsible coach unless permission is obtained from the DPSR Lift Supervisor or DPSR Mountain Operations Manager General Manager or his/her designee.
4. After training, the course will be side slipped to the satisfaction of the DPSR Mountain General Manager or his/her designee. Adequate time will be allotted by the responsible coach so as not to delay lift opening or closing time.
5. The average number of training courses will be two (2), though some flexibility may be allowed at the discretion of the DPSR Mountain Operations Manager General Manager or his designee.
6. Use, type and display location of any sponsorship materials may must be approved by the DPSR General Manager.

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EXHIBIT B

**Standards of Operation For Race
Production
As Established by Diamond Peak Ski Resort
Management
(Standards of Operation, Paragraph III (B))**

1. Races at DPSR will not be scheduled by the DPSEF without prior consent by the DPSR ~~Mountain Operations Manager~~General Manager or his/her designee.
2. A Race Information Sheet will be circulated to the DPSR ~~Mountain Operations Manager~~General Manager or his/her designee at least two (2) weeks before a scheduled race.
3. All pre-race and race day registration will be the responsibility of the DPSEF. ~~Race Registration must be set up and operational at least three (3) hours prior to race start.~~ Race Registration location will be cooperatively determined by DPSEF and DPSR General Manager or ~~their~~his/her designee. As soon as Registration is complete, DPSEF will return the Registration area to its proper order.
4. Machine grooming of the race course will be the responsibility of DPSR. The final machine groomed surface will not be guaranteed because of changing weather or snow conditions. Final course preparation (side slipping, boot packing and course setting) will be the responsibility of the DPSEF race department.
5. Installation of all crowd control fencing will be the responsibility of the DPSR Ski Patrol. "B- Netting" and speed control fencing will be the responsibility of DPSEF.
6. All race courses, start and finish areas, and line up area clean-up will be the responsibility of the DPSEF race department to the satisfaction of the DPSR ~~Mountain Operations Manager~~General Manager or his/her designee.
7. Lift line cutting privileges will be only at the discretion of DPSR ~~Mountain Operations Manager~~General Manager or his/her designees.

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Diamond Peak Ski Race Team Agreement

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8. Use, type and display location of sponsorship materials may be approved by DPSR General Manager
9. Periodically, DPSR Ski Patrol Director will confer with DPSEF Head coach to facilitate DPSEF's preparation of a written race event medical plan required by USS&SA Competition — rules.

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EXHIBIT C

**Standards of Lift Operations as
Established by DPSEF
(Standards of Operation, Paragraph III (I))**

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Diamond Peak Ski Team Lift Procedures (must always be followed):

1. Obey all the Signs and Procedures maintained and established by the Resort.
2. Sit all the way back on the seat with back against back of seat. (Yes, we know that this is not comfortable for smaller kids, as their legs will be straight out in front and not bent at the knees, but it is the safest position).
3. Hold on to the side arms or center bar.
4. Sit facing forward.
5. Pay attention •• do not fuss with clothing, equipment or food.
6. Absolutely no horseplay will be tolerated.
7. When a coach is loading with children, and a child does not make it safely onto the chair before the end of the loading zone, the coach is not to attempt to pull them onto the chair. Mis-loaded children should be guided into the catch pits at the end of the loading zones.
8. Children under 51 inches (measured with skis and helmet on) will not be allowed to ride any lift by themselves, regardless of age or ability level.

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Diamond Peak Ski Team Lift Guidelines (Children, parents and staff must use their own judgement as to when to apply):

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1. Follow the Guidelines established by the Resort according to your own judgement.
2. Smaller children should sit in seats 1 and 4 (outside seats) so that they can grab the side arms.

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3. On lifts equipped with a chair bar, children who are large and strong enough to lower and raise the bar safely should lower the safety bar.

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Coaches will be encouraged to do the following:

1. During early load mornings and whenever lift lines permit, U12, U10, Tahoe League and Mighty Mites will ride 2 children per chair unless accompanied by an adult (coach, parent or reasonably proficient bystander)



EXHIBIT C
Standards of Lift Operations as
Established by DPSEF
(continued)

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Parents are encouraged to do the following:

1. Talk to your kids about assuming responsibility for their actions.
2. Speak with coaches and Ski Patrol to determine for yourself if you want your children to lower the bar when unaccompanied by an adult.
3. Speak with coaches and Ski Patrol to determine for yourself if you want your children to ride in positions other than 1 and 4 on the chair.
4. Ride the lift with your children when you feel appropriate for example on very windy, icy, rainy, cold times when the chairs are the most slippery.
5. Report horseplay to coaches or Ski Patrol when you see it.

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**EXHIBIT D
CONFLICTS OF INTEREST STANDARDS**

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

1. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the District's internal conflict of Interest policies and procedures, as amended from time to time.
- ~~2.~~ DPSEF and its officers, directors and managerial employees shall comply with DPSEF's internal conflict of Interest policies and procedures, as amended from time to time.

~~3.~~
-

=====



Diamond Peak Ski Race Team Agreement

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EXHIBIT E-
DPSR "Full Cost" per Practice 6.2
(2022-2023 Winter Season)

Practice 6.2 provides, in part, as follows:

3.5.3 Ski-

3.5.3.1 Rates charged to non-IVGID Picture Pass holders for daily tickets and season passes will be set so as to remain competitive within the market.

3.5.3.2 Rates charged to non-IVGID Picture Pass holders for daily tickets shall be no less than the Full-Cost of access to the ski venue.

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

2. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the

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Diamond Peak Ski Race Team Agreement

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This agreement is between the Incline Village General Improvement District, a political subdivision of the state of Nevada ("District" or "IVGID"), which owns and operates the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89541 ("DPSR"); and the Diamond Peak Ski Education Foundation, Post Office Box 5591, Incline Village, NV 89450 ("DPSEF"), for the purpose of conducting a ski education program at DPSR. DPSEF is a tax-exempt 501c3 Nevada nonprofit corporation.

District and DPSEF hereby agree to the following terms and conditions:

I. DPSEF'S RESPONSIBILITIES

District will allow DPSEF to undertake activities on its property and at DPSR, as follows:

- A. Provide all services pertaining to the coaching and training needs of all DPSEF programs, including any or all of the following, in DPSEF's discretion: Alpine Masters, U21, U18, U16, U14, U12, U10, Mighty Mites, Shooting Stars, Shredders, Freeride/ All Mountain, and Skier Cross Teams. DPSEF will not compete with DPSR programs.
- B. DPSEF will prepare schedules of any competitions to be hosted by DPSEF and held at DPSR for submittal to the General Manager of DPSR or his/her designee by November 1 of each year for review and approval. Changes to this schedule must be submitted and approved no less than 48 hours prior to the event or cancellation of the event may result, [at the District's discretion](#).
- C. DPSEF will conduct any competitions in accordance with the applicable standards of U.S. Ski & Snowboard ("USS&S"), Far West Division, and other applicable standards for sanctioned events, and provide services as needed for non-sanctioned races. Provided, however, DPSEF shall not be required to schedule, staff or host any competitions except in its discretion, in coordination and consultation with [the General Manager DPSR or his/her designee](#).
- D. DPSEF will formulate necessary practices and procedures for use of equipment, facilities, training and competition, for review and approval by the General Manager of DPSR or his/her designee. All practices and procedures



Diamond Peak Ski Race Team Agreement

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must be approved in writing by the 1st of November each ~~year~~^{Fall} prior to the Winter season.

- E. DPSEF representatives will adhere to the dress and conduct codes as set for all DPSR employees.
- F. DPSEF representatives and participants will adhere to the code of conduct as set for all DPSR employees and will conduct themselves in this manner at all times.
- G. DPSEF representatives and participants understand and abide by the "Your Responsibility Code" published by the National Ski Areas Association, as well as all safety regulations of DPSR. DPSEF representatives shall further be responsible for insuring that all participants understand and abide by the "Your Responsibility Code" as well as the safety regulations set by DPSR.
- H. DPSEF will maintain the appearance and cleanliness of the race team building.
- I. DPSEF will reimburse DPSR or District for utility charges for the race team building.
- J. DPSEF representatives will be responsible to ensure that all DPSEF participants carry a valid season pass or a current day pass whenever they are using the ski area facilities.
- K. DPSEF will provide all of the necessary alpine training equipment for its programs.
- L. DPSEF will seek final approval by DPSR General Manager ~~or his/her designee off~~ for any materials utilizing the DPSR logo. DPSEF will use the names "Diamond Peak Ski Resort" on all race related equipment including, but not limited to: race bibs, banners, gate panels, fencing, and patches.
- M. DPSEF will designate one individual by ~~the~~^{the} 1st of November of each operating season as the program "Head Coach". This person will act as the primary liaison with DPSR for the purposes of scheduling as well as daily supervision

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Diamond Peak Ski Race Team Agreement

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and conduct of program participants.

- N. The two designated parking spots provided by the District to DPSEF in the upper level parking lot at DPSR (Paragraph II (J), below) will be managed by the DPSEF staff, and not the DPSR staff, other than snow removal, which shall be managed by DPSR.

II. DISTRICT'S RESPONSIBILITIES

- A. District, through DPSR, will make available portions of the mountain for production of the following races:

- Approximately four (4) USS&S Far West race events; and
- Approximately four (4) non-USS&S race events.

The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF.

Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

- B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided at a frequency and quality to be determined at the discretion of the DPSR, but is not guaranteed as to frequency or quality.
- C. Minimum Prices to be Charged for Lift Tickets Provided to DPSEF. IVGID Board Practice 6.2, dated March 1, 2022, as may be amended from time to time ("Practice 6.2"), establishes certain criteria for the pricing of access to District's recreation facilities, including criteria for the discounts which may be given to local community focused non-profit organizations for their use of the District's recreation facilities, including DPSR. As used herein, the term "Minimum Price" shall mean the minimum price which must be charged pursuant to Practice 6.2 to a community focused non-profit organization, for lift tickets at -DPSR, as determined from time-to-time by DPSR.
- D. DPSR will provide DPSEF up to thirty (30) race day lift tickets per competition date, at the "Minimum Price" defined above, to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, for each competition



Diamond Peak Ski Race Team Agreement

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date, DPSR will provide DPSEF one (1) race day lift ticket, at the “Minimum Price” defined above, per every eight (8) athletes registered for a race competition, to be used by visiting coaches of such athletes on the day of a DPSEF race only. The tickets described in this Paragraph “D” are sometimes referred to herein as “comp tickets,” even though DPSEF will pay DPSR for said tickets at the “Minimum Price” defined above.

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It is DPSEF'S responsibility to see that these comp tickets are used only in conjunction with a DPSEF race. It will be the sole responsibility of DPSEF to assure that these tickets are never sold or traded through any method currently available or yet available, particularly through the Internet. To assure this compliance, all of these tickets will be date restricted.

- E. DPSR will supply office space and a locker room for the DPSEF race staff on the grounds of DPSR.
- F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the applicable picture pass holder rates.
- G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets (“DDLT”) to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents. Not later than May 15th of each year, DPSR will provide DPSEF an estimate of the anticipated DDLT ticket price for the following Winter Season, for DPSEF's use. The final DDLT per-day-ticket pricing for each Winter season will be established by DPSR and reported to DPSEF no later than the 1st day of November prior to the upcoming Winter season (“DDLT Price”). Revenue from DDLT sales will be split 50%/50% between DPSEF and DPSR, with an upward adjustment in DPSR's favor as may be required to assure DPSR's recovery of the Minimum Price defined in Paragraph II(D), above. (This adjustment is detailed at the end of this paragraph.) This split will be achieved by the following billing and payment method: DDLT lift ticket requests must be submitted to DPSR no less than 2 days before race day. Prior to each race day, DPSR will print a block of DDLT tickets for sale by DPSEF in the morning of each race. DPSR will invoice DPSEF for the DDLT at 50% of the DDLT Price. DPSEF will then sell the DDLT each morning on race days. Any unused or unsold DDLT will be returned to DPSR the same

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Diamond Peak Ski Race Team Agreement

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day after conclusion of the race event, for a full credit against the price so invoiced. Payment for all DDLT per the invoice will be made by DPSEF to DPSR within 30 days after each race, with full credit for the DDLT so returned.

➤ Adjustment: Notwithstanding anything to the contrary stated above, in the event that DPSR's 50% share of the foregoing DDLT Price is below the Minimum Price defined in Paragraph II(D), above, then DPSR's share and the corresponding payment by DPSEF to DPSR will be increased from said 50% share up to the Minimum Price.

- H. DPSR will make available the base lodge for DPSEF team functions as may be agreed by DPSR General Manager and DPSEF. Any such function will be conducted during times that are outside of DPSR's normal operating hours and require no DPSR staff labor to support, such as clean up, set up, etc. DPSR will charge DPSEF for such use, in accordance with Practice 6.2, mentioned above. DPSEF may use the "Fireplace Room" in the base lodge for lunches, training breaks, meetings, athlete video analysis, etc., when not in use by the DPSR Sierra Scouts lunch program or other events /programs scheduled by DPSR or the District.
- I. [Deleted.]
- J. The District will provide DPSEF certain designated/reserved parking spaces, as follows:
 - (i) The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.
 - (ii) During the DPSR ski season, at the discretion of the District's General Manager, the District may provide DPSEF up to six (6) parking spaces on District Property, off-site from DPSR (at a location to be determined by the District General Manager), for DPSEF's parking of its team transport vehicles and equipment trailers. DPSEF may keep its team transport vehicles and equipment trailers on DPSR grounds during the off-season, at a location determined by the DPSR General Manager.



Diamond Peak Ski Race Team Agreement

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III. STANDARDS OF OPERATION

- A. Standards for routine race training will be followed as set forth in the "Standards of Operation for Routine Ski Race Training" hereto attached [and incorporated herein by reference](#) as **Exhibit A**.
- B. Standards for ski race production will be followed as set forth in the "Standards of Operation for Race Production" hereto attached [and incorporated herein by reference](#) as **Exhibit B**.
- C. DPSEF will not have exclusive rights or access to the DPSR facilities. Use of the DPSR facilities by DPSEF is under the sole discretion of the DPSR General Manager.
- D. The administration and organization of the DPSEF race program will be the direct responsibility of the DPSEF Head Coach. All activities taking place on the grounds of DPSR will require the approval, in advance, of the General Manager of DPSR or his/her designee.
- E. The DPSEF ski team will be identified as the "Diamond Peak Ski Team, a/k/a "DPST" and "DPSEF"."
- F. DPSR reserves the right to produce its own races.
- G. Prior written consent must be obtained from the General Manager of DPSR or his/her designee before any event to be held on the premises may be scheduled or advertised by DPSEF.
- H. [Deleted.]
- I. At no time is the DPSEF to compete with or infringe upon the programs offered by the DPSR Child Ski Center. DPSEF will not allow enrollment of any child in its program that will not be at least five (5) years of age by December 31st of the pertinent ski season.
- J. Standards for loading and unloading chairlifts are [hereto attached and incorporated herein by reference](#) as **Exhibit C**.



Diamond Peak Ski Race Team Agreement

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K. Conflict of Interest standards applicable to this agreement are [hereto](#) attached and incorporated [herein](#) by reference as **Exhibit D**.

K.

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IV. TRAINING PROGRAMS

DPSEF will provide a list of its alpine skiing programs, including price structures, at least once annually to the DPSR General Manager. DPSEF participation fees do not include the required season ski pass to DPSR.

DPSR realizes that some modifications to programs may be necessary due to participants' unknown future needs and demands. DPSEF must obtain prior consent from the DPSR General Manager before any changes are made in the types of athletic programs and activities being offered by DPSEF.

V. CHILD ABUSE PREVENTION

DPSEF will assure its ongoing compliance with SafeSport and agrees to comply with the District's personnel policy and ensure that any of the DPSEF personnel, eighteen (18) years or older, who supervises or have routine contact with children under the age of sixteen (16) years, will undergo background checks conducted by DPSEF and approved by the District. Any DPSEF staff member who fails to pass the background check or fails to cooperate in those checks will be terminated by DPSEF. All expenses incurred in conducting these background checks will be the responsibility of DPSEF.

VI. COMPLIANCE WITH LAWS

- A. DPSEF will comply with all local, state and federal laws pertaining to the operation of ~~a~~ business of its type (i.e., an athletic education foundation) and will obtain any permits or licenses required.
- B. DPSEF will meet all local, state and federal laws pertaining to minimum wage, workers' compensation insurance, unemployment insurance, taxes, social security and any other mandated employer contributions.



Diamond Peak Ski Race Team Agreement

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VII. COLLECTION OF ALL RACE EVENT FEES

- A. Collection of DPSEF race program tuition will be the responsibility of the DPSEF.
- B. All DPSEF program service fees, including tuition, will be the property of the DPSEF.
- C. All race fees, head taxes and any additional fees will be collected by DPSEF.
- D. Ski Lift ticket sales for event entrants will be conducted by DPSEF staff with daily sales reporting provided to the DPSR Ticketing Department the same day as the event. See Part II (G), above.
- E. All race fees will be the property of DPSEF.
- F. Payment of any required fees and dues to the USS&S will be the responsibility of DPSEF.
- G. DPSR will submit an invoice to DPSEF for event fees forty eight (48) hours after the event for remittance from DPSEF to DPSR within thirty (30) days.

VIII. INDEMNIFICATION

DPSEF agrees to indemnify, defend and hold harmless DPSR, the District, and all of its Trustees, officers, and employees (past, present and future), from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature against or incurred or which may be imposed upon any of them for physical or emotional injury or the death of any person(s), or damage or loss to any property as a result of or arising out of performance under the terms of this contract, excepting only liability arising out of the sole negligence of DPSR.

IX. INSURANCE

- A. With respect to performance under this agreement, DPSEF shall maintain the following insurance:



Diamond Peak Ski Race Team Agreement

Page 9 of 18

1. Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
 - a. Name District/DPSR as additional insured; and
 - b. Be primary with respect to any insurance or self-insurance programs maintained by District/DPSR; and
 - c. Contain standard cross liability provisions.
 2. Workers' compensation insurance which complies with the CDS of Nevada regulations.
- B. DPSEF shall furnish properly executed certificates of insurance to DPSR prior to signing this agreement. Such certificate shall:
1. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District and DPSR as an insured, as well as all exclusions to the policies;
 2. Indicate whether coverage provided is on a claims-made or occurrence basis;
 3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to District; and
 4. Be forwarded to:

Incline Village General Improvement District
Director of Finance,
893 Southwood Boulevard
Incline Village, Nevada 89451
- C. If DPSEF, for any reason, fails to maintain insurance coverage which is



Diamond Peak Ski Race Team Agreement

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required pursuant to this agreement, the same shall be deemed a material breach of contract. District at its sole option, may terminate this agreement and obtain damages from the DPSEF resulting from said breach. Alternatively, District may purchase such required insurance coverage, and charge DPSEF for the premiums incurred.

X. INDEPENDENT STATUS

DPSEF in all respects shall serve as an independent contractor and shall not in any respect serve as an agent or employee of District or DPSR. DPSEF shall have no authority to financially obligate District or DPSR, or otherwise commit any of District's resources for any purpose whatsoever.

XI. DEFAULT

In the event of default of any terms of this agreement by DPSEF, District and DPSR reserve the right to cancel all programs and races listed in this agreement after providing DPSEF with written notice of default and the opportunity to correct [the](#) same within thirty (30) days.

XII. ACCESS TO RECORDS

DPSEF shall keep adequate financial records to account for the collection and expenditure of funds under this agreement. DPSEF shall make these financial records available to District and its agents, upon request.

XIII. AMENDMENTS

Both the DPSEF and District hereto reserve the right to make amendments to this agreement after execution of the agreement. Any amendments will be effective only when made in writing and approved and signed by both the DPSEF and District.

XIV. TERM

This agreement shall be binding upon its execution by both parties. The term of this agreement shall commence on **July 1, 2022**, and expire on **June 30, 2027** (i.e., **five (5)** winter ski seasons).



Diamond Peak Ski Race Team Agreement

Page 11 of 18

DPSR makes no warranty as to the amount of snow or length of season and it is at the sole discretion of DPSR whether or not to open the ski resort for any activities whether or not the DPSEF has races scheduled ~~or not~~.

District reserves the right to suspend or terminate the agreement, or services hereunder, for default, upon written notice as per paragraph XI. Upon termination, District reserves the right to award all or any portion of the agreement to another party.

XV. ASSIGNMENT

This agreement will not be assigned by DPSEF without the prior written approval of District. No part of this agreement may be subcontracted by DPSEF, without the prior written approval of District. The agreement shall automatically terminate upon the sale or lease of DPSR for operation by an entity other than the District.

XVI. SIGNATURE REQUIREMENTS

Authorized representation of DPSEF shall be indicated on all documents by the presence of two (2) signatures: the signature of the President and the signature of the Secretary.

(Signatures on Following Page)

(The remainder of this page intentionally left blank)



Diamond Peak Ski Race Team Agreement

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XVII. ATTORNEY'S FEES

Should any dispute arise hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to recover, along with any damages it may incur, its actual costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this day, this ___ day of _____, 2022.

Incline Village General Improvement District

By: _____
Indra S. Winquest
District General Manager

Approved as to Form:

By: _____
Joshua Nelson
District General Counsel

Diamond Peak Ski Education Foundation

By: _____
DPSEF President

By: _____
DPSEF Secretary



Diamond Peak Ski Race Team Agreement

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EXHIBIT A

**Standards of Operation For Routine Ski
Race Training As Established by Diamond
Peak Ski Resort Management
(Standards of Operation, Paragraph III (A))**

1. Space for race training courses may be restricted or canceled due to weather, crowds, and snow conditions, at the discretion of the DPSR General Manager or his/her designee. Setting of race courses is at the discretion of the DPSR General Manager or his/her designee.
2. The responsible race coach will check for instructions with the DPSR General Manager or his/her designee before any training course is set. Race training schedule will be submitted to the General Manager or to his/her designee and approved weekly, at least one (1) week prior to taking effect.
3. Training gates and equipment will be taken up the lift only by the responsible coach unless permission is obtained from the DPSR Lift Supervisor or DPSR General Manager or his/her designee.
4. After training, the course will be side slipped to the satisfaction of the DPSR General Manager or his/her designee. Adequate time will be allotted by the responsible coach so as not to delay lift opening or closing time.
5. The average number of training courses will be two (2), though some flexibility may be allowed at the discretion of the DPSR General Manager or his designee.
6. Use, type and display location of any sponsorship materials must be approved by the DPSR General Manager.



Diamond Peak Ski Race Team Agreement

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EXHIBIT B

**Standards of Operation For Race
Production
As Established by Diamond Peak Ski Resort
Management
(Standards of Operation, Paragraph III (B))**

1. Races at DPSR will not be scheduled by the DPSEF without prior consent by the DPSR General Manager or his/her designee.
2. A Race Information Sheet will be circulated to the DPSR General Manager or his/her designee at least two (2) weeks before a scheduled race.
3. All pre-race and race day registration will be the responsibility of the DPSEF. Race Registration location will be cooperatively determined by DPSEF and DPSR General Manager or his/her designee. As soon as Registration is complete, DPSEF will return the Registration area to its proper order.
4. Machine grooming of the race course will be the responsibility of DPSR. The final machine groomed surface will not be guaranteed because of changing weather or snow conditions. Final course preparation (side slipping, boot packing and course setting) will be the responsibility of the DPSEF race department.
5. Installation of all crowd control fencing will be the responsibility of the DPSR Ski Patrol. "B- Netting" and speed control fencing will be the responsibility of DPSEF.
6. All race courses, start and finish areas, and line up area clean-up will be the responsibility of the DPSEF race department and performed to the satisfaction of the DPSR General Manager or his/her designee.
7. Lift line cutting privileges will be only at the discretion of DPSR General Manager or his/her designees.



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8. Use, type and display location of sponsorship materials may be approved by DPSR General Manager

9. Periodically, DPSR Ski Patrol Director will confer with DPSEF Head coach to facilitate DPSEF's preparation of a written race event medical plan required by USS&S Competition rules.



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EXHIBIT C

Standards of Lift Operations as Established by DPSEF (Standards of Operation, Paragraph III (I))

Diamond Peak Ski Team Lift Procedures (must always be followed):

1. Obey all the Signs and Procedures maintained and established by the Resort.
2. Sit all the way back on the seat with back against back of seat. (Yes, we know that this is not comfortable for smaller kids, as their legs will be straight out in front and not bent at the knees, but it is the safest position).
3. Hold on to the side arms or center bar.
4. Sit facing forward.
5. Pay attention •• do not fuss with clothing, equipment or food.
6. Absolutely no horseplay will be tolerated.
7. When a coach is loading with children, and a child does not make it safely onto the chair before the end of the loading zone, the coach is not to attempt to pull them onto the chair. Mis-loaded children should be guided into the catch pits at the end of the loading zones.
8. Children under 51 inches (measured with skis and helmet on) will not be allowed to ride any lift by themselves, regardless of age or ability level.

Diamond Peak Ski Team Lift Guidelines (Children, parents and staff must use their own judgement as to when to apply):

1. Follow the Guidelines established by the Resort according to your own judgement.



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2. Smaller children should sit in seats 1 and 4 (outside seats) so that they can grab the side arms.
3. On lifts equipped with a chair bar, children who are large and strong enough to lower and raise the bar safely should lower the safety bar.

Coaches will be encouraged to do the following:

1. During early load mornings and whenever lift lines permit, U12, U10, Tahoe League and Mighty Mites will ride 2 children per chair unless accompanied by an adult (coach, parent or reasonably proficient bystander)

Parents are encouraged to do the following:

1. Talk to your kids about assuming responsibility for their actions.
2. Speak with coaches and Ski Patrol to determine for yourself if you want your children to lower the bar when unaccompanied by an adult.
3. Speak with coaches and Ski Patrol to determine for yourself if you want your children to ride in positions other than 1 and 4 on the chair.
4. Ride the lift with your children when you feel appropriate for example on very windy, icy, rainy, cold times when the chairs are the most slippery.
5. Report horseplay to coaches or Ski Patrol when you see it.



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EXHIBIT D CONFLICTS OF INTEREST STANDARDS

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

1. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the District's internal conflict of Interest policies and procedures, as amended from time to time.
2. DPSEF and its officers, directors and managerial employees shall comply with DPSEF's internal conflict of Interest policies and procedures, as amended from time to time.



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This agreement is between the Incline Village General Improvement District, a political subdivision of the state of Nevada ("District" or "IVGID"), which owns and operates the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89541 ("DPSR"); and the Diamond Peak Ski Education Foundation, Post Office Box 5591, Incline Village, NV 89450 ("DPSEF"), for the purpose of conducting a ski education program at DPSR. DPSEF is a tax-exempt 501c3 Nevada nonprofit corporation.

District and DPSEF hereby agree to the following terms and conditions:

I. DPSEF'S RESPONSIBILITIES

District will allow DPSEF to undertake activities on its property and at DPSR, as follows:

- A. Provide all services pertaining to the coaching and training needs of all DPSEF programs, including any or all of the following, in DPSEF's discretion: Alpine Masters, U21, U18, U16, U14, U12, U10, Mighty Mites, Shooting Stars, Shredders, Freeride/ All Mountain, and Skier Cross Teams. DPSEF will not compete with DPSR programs.
- B. DPSEF will prepare schedules of any competitions to be hosted by DPSEF and held at DPSR for submittal to the General Manager of DPSR or his/her designee by November 1 of each year for review and approval. Changes to this schedule must be submitted and approved no less than 48 hours prior to the event or cancellation of the event may result, at the District's discretion.
- C. DPSEF will conduct any competitions in accordance with the applicable standards of U.S. Ski & Snowboard ("USS&S"), Far West Division, and other applicable standards for sanctioned events, and provide services as needed for non-sanctioned races. Provided, however, DPSEF shall not be required to schedule, staff or host any competitions except in its discretion, in coordination and consultation with the General Manager DPSR or his/her designee.
- D. DPSEF will formulate necessary practices and procedures for use of equipment, facilities, training and competition, for review and approval by the General Manager of DPSR or his/her designee. All practices and procedures



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must be approved in writing by the 1st of November each year prior to the Winter season.

- E. DPSEF representatives will adhere to the dress and conduct codes as set for all DPSR employees.
- F. DPSEF representatives and participants will adhere to the code of conduct as set for all DPSR employees and will conduct themselves in this manner at all times.
- G. DPSEF representatives and participants understand and abide by the "Your Responsibility Code" published by the National Ski Areas Association, as well as all safety regulations of DPSR. DPSEF representatives shall further be responsible for insuring that all participants understand and abide by the "Your Responsibility Code" as well as the safety regulations set by DPSR.
- H. DPSEF will maintain the appearance and cleanliness of the race team building.
- I. DPSEF will reimburse DPSR or District for utility charges for the race team building.
- J. DPSEF representatives will be responsible to ensure that all DPSEF participants carry a valid season pass or a current day pass whenever they are using the ski area facilities.
- K. DPSEF will provide all of the necessary alpine training equipment for its programs.
- L. DPSEF will seek final approval by DPSR General Manager or his/her designee of any materials utilizing the DPSR logo. DPSEF will use the name "Diamond Peak Ski Resort" on all race related equipment including, but not limited to: race bibs, banners, gate panels, fencing, and patches.
- M. DPSEF will designate one individual by the 1st of November of each operating season as the program "Head Coach". This person will act as the primary liaison with DPSR for the purposes of scheduling as well as daily supervision



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and conduct of program participants.

- N. The two designated parking spots provided by the District to DPSEF in the upper level parking lot at DPSR (Paragraph II. (J.), below) will be managed by the DPSEF staff, and not the DPSR staff, other than snow removal, which shall be managed by DPSR.

II. DISTRICT'S RESPONSIBILITIES

- A. District, through DPSR, will make available portions of the mountain for production of the following races:
- Approximately four (4) USS&S Far West race events; and
 - Approximately four (4) non-USS&S race events.

The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF.

Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

- B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided at a frequency and quality to be determined at the discretion of the DPSR.
- C. Minimum Prices to be Charged for Lift Tickets Provided to DPSEF. IVGID Board Practice 6.2, dated March 1, 2022, as may be amended from time to time ("Practice 6.2"), establishes certain criteria for the pricing of access to District's recreation facilities, including criteria for the discounts which may be given to local community focused non-profit organizations for their use of the District's recreation facilities, including DPSR. As used herein, the term "Minimum Price" shall mean the minimum price which must be charged pursuant to Practice 6.2 to a community focused non-profit organization, for lift tickets at DPSR, as determined from time-to-time by DPSR.
- D. DPSR will provide DPSEF up to thirty (30) race day lift tickets per competition date, at the "Minimum Price" defined above, to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, for each competition date, DPSR will provide DPSEF one (1) race day lift ticket, at the "Minimum



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Price” defined above, per every eight (8) athletes registered for a race competition, to be used by visiting coaches of such athletes on the day of a DPSEF race only. The tickets described in this Paragraph “D” are sometimes referred to herein as “comp tickets,” even though DPSEF will pay DPSR for said tickets at the “Minimum Price” defined above.

It is DPSEF'S responsibility to see that these comp tickets are used only in conjunction with a DPSEF race. It will be the sole responsibility of DPSEF to assure that these tickets are never sold or traded through any method currently available or yet available, particularly through the Internet. To assure this compliance, all of these tickets will be date restricted.

- E. DPSR will supply office space and a locker room for the DPSEF race staff on the grounds of DPSR.
- F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the applicable picture pass holder rates.
- G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets ("DDLT") to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents. Not later than May 15th of each year, DPSR will provide DPSEF an estimate of the anticipated DDLT ticket price for the following Winter Season, for DPSEF's use. The final DDLT per-day-ticket pricing for each Winter season will be established by DPSR and reported to DPSEF no later than the 1st day of November prior to the upcoming Winter season ("DDLT Price"). Revenue from DDLT sales will be split 50%/50% between DPSEF and DPSR, with an upward adjustment in DPSR's favor as may be required to assure DPSR's recovery of the Minimum Price defined in Paragraph II(D), above. (This adjustment is detailed at the end of this paragraph.) This split will be achieved by the following billing and payment method: DDLT lift ticket requests must be submitted to DPSR no less than 2 days before race day. Prior to each race day, DPSR will print a block of DDLT tickets for sale by DPSEF in the morning of each race. DPSR will invoice DPSEF for the DDLT at 50% of the DDLT Price. DPSEF will then sell the DDLT each morning on race days. Any unused or unsold DDLT will be returned to DPSR the same day after conclusion of the race event, for a full credit against the price so



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invoiced. Payment for all DDLT per the invoice will be made by DPSEF to DPSR within 30 days after each race, with full credit for the DDLT so returned.

- Adjustment: Notwithstanding anything to the contrary stated above, in the event that DPSR's 50% share of the foregoing DDLT Price is below the Minimum Price defined in Paragraph II(D), above, then DPSR's share and the corresponding payment by DPSEF to DPSR will be increased from said 50% share up to the Minimum Price.

- H. DPSR will make available the base lodge for DPSEF team functions as may be agreed by DPSR General Manager and DPSEF. Any such function will be conducted during times that are outside of DPSR's normal operating hours and require no DPSR staff labor to support, such as clean up, set up, etc. DPSR will charge DPSEF for such use, in accordance with Practice 6.2, mentioned above. DPSEF may use the "Fireplace Room" in the base lodge for lunches, training breaks, meetings, athlete video analysis, etc., when not in use by the DPSR Sierra Scouts lunch program or other events /programs scheduled by DPSR or the District.
- I. [Deleted.]
- J. The District will provide DPSEF certain designated/reserved parking spaces, as follows:
 - (i) The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.
 - (ii) During the DPSR ski season, at the discretion of the District's General Manager, the District may provide DPSEF up to six (6) parking spaces on District Property, off-site from DPSR (at a location to be determined by the District General Manager), for DPSEF's parking of its team transport vehicles and equipment trailers. DPSEF may keep its team transport vehicles and equipment trailers on DPSR grounds during the off-season, at a location determined by the DPSR General Manager.



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III. STANDARDS OF OPERATION

- A. Standards for routine race training will be followed as set forth in the "Standards of Operation for Routine Ski Race Training" hereto attached and incorporated herein by reference as **Exhibit A**.
- B. Standards for ski race production will be followed as set forth in the "Standards of Operation for Race Production" hereto attached and incorporated herein by reference as **Exhibit B**.
- C. DPSEF will not have exclusive rights or access to the DPSR facilities. Use of the DPSR facilities by DPSEF is under the sole discretion of the DPSR General Manager.
- D. The administration and organization of the DPSEF race program will be the direct responsibility of the DPSEF Head Coach. All activities taking place on the grounds of DPSR will require the approval, in advance, of the General Manager of DPSR or his/her designee.
- E. The DPSEF ski team will be identified as the "Diamond Peak Ski Team, a/k/a "DPST" and "DPSEF"."
- F. DPSR reserves the right to produce its own races.
- G. Prior written consent must be obtained from the General Manager of DPSR or his/her designee before any event to be held on the premises may be scheduled or advertised by DPSEF.
- H. [Deleted.]
- I. At no time is the DPSEF to compete with or infringe upon the programs offered by the DPSR Child Ski Center. DPSEF will not allow enrollment of any child in its program that will not be at least five (5) years of age by December 31st of the pertinent ski season.
- J. Standards for loading and unloading chairlifts are hereto attached and incorporated herein by reference as **Exhibit C**.



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- K. Conflict of Interest standards applicable to this agreement are hereto attached and incorporated herein by reference as **Exhibit D**.

IV. TRAINING PROGRAMS

DPSEF will provide a list of its alpine skiing programs, including price structures, at least once annually to the DPSR General Manager. DPSEF participation fees do not include the required season ski pass to DPSR.

DPSR realizes that some modifications to programs may be necessary due to participants' unknown future needs and demands. DPSEF must obtain prior consent from the DPSR General Manager before any changes are made in the types of athletic programs and activities being offered by DPSEF.

V. CHILD ABUSE PREVENTION

DPSEF will assure its ongoing compliance with SafeSport and agrees to comply with the District's personnel policy and ensure that any of the DPSEF personnel, eighteen (18) years or older, who supervises or have routine contact with children under the age of sixteen (16) years, will undergo background checks conducted by DPSEF and approved by the District. Any DPSEF staff member who fails to pass the background check or fails to cooperate in those checks will be terminated by DPSEF. All expenses incurred in conducting these background checks will be the responsibility of DPSEF.

VI. COMPLIANCE WITH LAWS

- A. DPSEF will comply with all local, state and federal laws pertaining to the operation of a business of its type (i.e., an athletic education foundation) and will obtain any permits or licenses required.
- B. DPSEF will meet all local, state and federal laws pertaining to minimum wage, workers' compensation insurance, unemployment insurance, taxes, social security and any other mandated employer contributions.



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VII. COLLECTION OF ALL RACE EVENT FEES

- A. Collection of DPSEF race program tuition will be the responsibility of the DPSEF.
- B. All DPSEF program service fees, including tuition, will be the property of the DPSEF.
- C. All race fees, head taxes and any additional fees will be collected by DPSEF.
- D. Ski Lift ticket sales for event entrants will be conducted by DPSEF staff with daily sales reporting provided to the DPSR Ticketing Department the same day as the event. See Part II (G), above.
- E. All race fees will be the property of DPSEF.
- F. Payment of any required fees and dues to the USS&S will be the responsibility of DPSEF.
- G. DPSR will submit an invoice to DPSEF for event fees forty eight (48) hours after the event for remittance from DPSEF to DPSR within thirty (30) days.

VIII. INDEMNIFICATION

DPSEF agrees to indemnify, defend and hold harmless DPSR, the District, and all of its Trustees, officers, and employees (past, present and future), from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature against or incurred or which may be imposed upon any of them for physical or emotional injury or the death of any person(s), or damage or loss to any property as a result of or arising out of performance under the terms of this contract, excepting only liability arising out of the sole negligence of DPSR.

IX. INSURANCE

- A. With respect to performance under this agreement, DPSEF shall maintain the following insurance:



Diamond Peak Ski Race Team Agreement

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1. Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
 - a. Name District/DPSR as additional insured; and
 - b. Be primary with respect to any insurance or self-insurance programs maintained by District/DPSR; and
 - c. Contain standard cross liability provisions.
 2. Workers' compensation insurance which complies with the CDS of Nevada regulations.
- B. DPSEF shall furnish properly executed certificates of insurance to DPSR prior to signing this agreement. Such certificate shall:
1. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District and DPSR as an insured, as well as all exclusions to the policies;
 2. Indicate whether coverage provided is on a claims-made or occurrence basis;
 3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to District; and
 4. Be forwarded to:

Incline Village General Improvement District
Director of Finance
893 Southwood Boulevard
Incline Village, Nevada 89451
- C. If DPSEF, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material



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breach of contract. District at its sole option, may terminate this agreement and obtain damages from the DPSEF resulting from said breach. Alternatively, District may purchase such required insurance coverage, and charge DPSEF for the premiums incurred.

X. INDEPENDENT STATUS

DPSEF in all respects shall serve as an independent contractor and shall not in any respect serve as an agent or employee of District or DPSR. DPSEF shall have no authority to financially obligate District or DPSR, or otherwise commit any of District's resources for any purpose whatsoever.

XI. DEFAULT

In the event of default of any terms of this agreement by DPSEF, District and DPSR reserve the right to cancel all programs and races listed in this agreement after providing DPSEF with written notice of default and the opportunity to correct the same within thirty (30) days.

XII. ACCESS TO RECORDS

DPSEF shall keep adequate financial records to account for the collection and expenditure of funds under this agreement. DPSEF shall make these financial records available to District and its agents, upon request.

XIII. AMENDMENTS

Both the DPSEF and District hereto reserve the right to make amendments to this agreement after execution of the agreement. Any amendments will be effective only when made in writing and approved and signed by both the DPSEF and District.

XIV. TERM

This agreement shall be binding upon its execution by both parties. The term of this agreement shall commence on **July 1, 2022**, and expire on **June 30, 2027** (i.e., **five (5)** winter ski seasons).



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DPSR makes no warranty as to the amount of snow or length of season and it is at the sole discretion of DPSR whether or not to open the ski resort for any activities whether or not the DPSEF has races scheduled.

District reserves the right to suspend or terminate the agreement, or services hereunder, for default, upon written notice as per paragraph XI. Upon termination, District reserves the right to award all or any portion of the agreement to another party.

XV. ASSIGNMENT

This agreement will not be assigned by DPSEF without the prior written approval of District. No part of this agreement may be subcontracted by DPSEF, without the prior written approval of District. The agreement shall automatically terminate upon the sale or lease of DPSR for operation by an entity other than the District.

XVI. SIGNATURE REQUIREMENTS

Authorized representation of DPSEF shall be indicated on all documents by the presence of two (2) signatures: the signature of the President and the signature of the Secretary.

XVII. ATTORNEY'S FEES

Should any dispute arise hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to recover, along with any damages it may incur, its actual costs and reasonable attorney's fee.

(Signatures on Following Page)

(The remainder of this page intentionally left blank)



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IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this day, this ____ day of _____, 2022.

Incline Village General Improvement District

By: _____
Indra S. Winqest
District General Manager

Approved as to Form:

By: _____
Joshua Nelson
District General Counsel

Diamond Peak Ski Education Foundation

By: _____
DPSEF President

By: _____
DPSEF Secretary



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EXHIBIT A

**Standards of Operation For Routine Ski
Race Training As Established by Diamond
Peak Ski Resort Management
(Standards of Operation, Paragraph III (A))**

1. Space for race training courses may be restricted or canceled due to weather, crowds, and snow conditions, at the discretion of the DPSR General Manager or his/her designee. Setting of race courses is at the discretion of the DPSR General Manager or his/her designee.
2. The responsible race coach will check for instructions with the DPSR General Manager or his/her designee before any training course is set. Race training schedule will be submitted to the General Manager or to his/her designee and approved weekly, at least one (1) week prior to taking effect.
3. Training gates and equipment will be taken up the lift only by the responsible coach unless permission is obtained from the DPSR Lift Supervisor or DPSR General Manager or his/her designee.
4. After training, the course will be side slipped to the satisfaction of the DPSR General Manager or his/her designee. Adequate time will be allotted by the responsible coach so as not to delay lift opening or closing time.
5. The average number of training courses will be two (2), though some flexibility may be allowed at the discretion of the DPSR General Manager or his designee.
6. Use, type and display location of any sponsorship materials must be approved by the DPSR General Manager.



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EXHIBIT B

**Standards of Operation For Race
Production
As Established by Diamond Peak Ski Resort
Management
(Standards of Operation, Paragraph III (B))**

1. Races at DPSR will not be scheduled by the DPSEF without prior consent by the DPSR General Manager or his/her designee.
2. A Race Information Sheet will be circulated to the DPSR General Manager or his/her designee at least two (2) weeks before a scheduled race.
3. All pre-race and race day registration will be the responsibility of the DPSEF. Race Registration location will be cooperatively determined by DPSEF and DPSR General Manager or his/her designee. As soon as Registration is complete, DPSEF will return the Registration area to its proper order.
4. Machine grooming of the race course will be the responsibility of DPSR. The final machine groomed surface will not be guaranteed because of changing weather or snow conditions. Final course preparation (side slipping, boot packing and course setting) will be the responsibility of the DPSEF race department.
5. Installation of all crowd control fencing will be the responsibility of the DPSR Ski Patrol. "B- Netting" and speed control fencing will be the responsibility of DPSEF.
6. All race courses, start and finish areas, and line up area clean-up will be the responsibility of the DPSEF race department and performed to the satisfaction of the DPSR General Manager or his/her designee.
7. Lift line cutting privileges will be only at the discretion of DPSR General Manager or his/her designees.



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8. Use, type and display location of sponsorship materials may be approved by DPSR General Manager

9. Periodically, DPSR Ski Patrol Director will confer with DPSEF Head coach to facilitate DPSEF's preparation of a written race event medical plan required by USS&S Competition rules.



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EXHIBIT C

**Standards of Lift Operations as
Established by DPSEF
(Standards of Operation, Paragraph III (I))**

Diamond Peak Ski Team Lift Procedures (must always be followed):

1. Obey all the Signs and Procedures maintained and established by the Resort.
2. Sit all the way back on the seat with back against back of seat. (Yes, we know that this is not comfortable for smaller kids, as their legs will be straight out in front and not bent at the knees, but it is the safest position).
3. Hold on to the side arms or center bar.
4. Sit facing forward.
5. Pay attention •• do not fuss with clothing, equipment or food.
6. Absolutely no horseplay will be tolerated.
7. When a coach is loading with children, and a child does not make it safely onto the chair before the end of the loading zone, the coach is not to attempt to pull them onto the chair. Mis-loaded children should be guided into the catch pits at the end of the loading zones.
8. Children under 51 inches (measured with skis and helmet on) will not be allowed to ride any lift by themselves, regardless of age or ability level.

Diamond Peak Ski Team Lift Guidelines (Children, parents and staff must use their own judgement as to when to apply):

1. Follow the Guidelines established by the Resort according to your own judgement.



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2. Smaller children should sit in seats 1 and 4 (outside seats) so that they can grab the side arms.
3. On lifts equipped with a chair bar, children who are large and strong enough to lower and raise the bar safely should lower the safety bar.

Coaches will be encouraged to do the following:

1. During early load mornings and whenever lift lines permit, U12, U10, Tahoe League and Mighty Mites will ride 2 children per chair unless accompanied by an adult (coach, parent or reasonably proficient bystander)

Parents are encouraged to do the following:

1. Talk to your kids about assuming responsibility for their actions.
2. Speak with coaches and Ski Patrol to determine for yourself if you want your children to lower the bar when unaccompanied by an adult.
3. Speak with coaches and Ski Patrol to determine for yourself if you want your children to ride in positions other than 1 and 4 on the chair.
4. Ride the lift with your children when you feel appropriate for example on very windy, icy, rainy, cold times when the chairs are the most slippery.
5. Report horseplay to coaches or Ski Patrol when you see it.



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**EXHIBIT D
CONFLICTS OF INTEREST STANDARDS**

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

1. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the District's internal conflict of Interest policies and procedures, as amended from time to time.
2. DPSEF and its officers, directors and managerial employees shall comply with DPSEF's internal conflict of Interest policies and procedures, as amended from time to time.