

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Mike Bandelin, Interim General Manager

**FROM:** Bree Waters, District Project Manager , Jay Rydd, Mountain Manager

**SUBJECT:** Review, discuss and possibly approve a Sole Source Finding, **and** review, discuss, and possibly approve an Equipment Purchase and Installation Service Agreement for Snowmaking Infrastructure Replacement - 2023/204 Capital Improvement Project; Fund: Community Services; Division Ski; Project #3464SI1002; Vendor: TechnoAlpin in the amount of \$413,169.22.

**RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):**      **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 venues, facilities, and services.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**      Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planning Capital Project Budgeting Policy 13.1.0; Capital Planning Capital Expenditures Practice 13.2.0; Purchasing Policy for Goods and Services 20.1.0

**DATE:** August 30, 2023

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to:

1. Make the following finding: IVGID's award of the Equipment Purchase and Installation Service Agreement for Snowmaking Infrastructure Replacement is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(d), (h).
2. Approve the award of the Equipment Purchase and Installation Service Agreement for Snowmaking Infrastructure Replacement - 2023/204 Capital Improvement Project; Fund: Community Services; Division Ski; Project #3464SI1002; Vendor: TechnoAlpin in the amount of

\$413,169.22.

3. Authorize staff to execute change orders for additional work for 10% of the construction contract in the amount of \$41,317.
4. Authorize staff to perform construction services and inspection as required, not to exceed \$41,317.
5. Authorize the Interim General Manager to execute the contract in substantially the form presented.

## **II. BACKGROUND**

Snowmaking operations at the Districts ski venue have been in place since the ski area began operations in 1966. The upgrades proposed in this report are related to the snowmaking water pump house facility that was constructed in 1999 to consolidate various pump houses throughout the mountain into one location. When constructed, the design allowed for additional water pumping infrastructure to accommodate an increase in total gallons per minute. The pumphouse infrastructure build out was completed in 2009 in conjunction with the construction of the Districts WPS 5A1 located on Fairview Blvd. In 2010, the programmable logic controller (PLC) and software were upgraded to Smart Snow by Snow Machines Inc. In 2018, a software patch was added to address controllability issues with the software.

The Snowmaking Infrastructure Replacement Project (Project) is to update our pump house operating software, PLC, and valving. The current control software is unsupported and has become unreliable. In 2018, staff worked with the manufacturer to address some of the controllability issues and a software patch was installed that is now creating problems. The scope of the Project is to regain consistent control of the snowmaking pumping system and restore the ability to collect data. The Project will also address some of the functionality issues inherent with the original design. The piping, valves, and sensors will all be replaced and streamlined, removing complexity and streamlining functionality. The Project adds additional valves to be able to induce back pressure on the high pressure pumps to help control the maximum amperage each pump draws. Also, a pressure control valve is being eliminated that is in continuous need of being serviced, which causes operational delays as well as unpredictability in the operation of the overall system.

## **III. BID RESULTS**

Staff is recommending a sole source purchase and installation agreement for the Project with TecnoAlpin. Sole sourcing the Project with TechnoAlpin meets:

NRS 332.115.1 - Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by a competitive

solicitation, including contracts for:

- (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.
- (h) Software for computers

With TechnoAlpin's products and customer service, there will be only one vendor to contact regarding the control of the pump house and the valves the software controls. Staff will be able track run-hours and total flows more accurately. Staff will be able to avoid costly shutdowns to service the control valves as well as eliminate the need to restrict flows based on pump amperage draw. The reduction in complexity and predictability of operations will increase our overall effective run-times.

TechnoAlpin operates Atass Plus automation control software and supporting weather stations that control the TechnoAlpin equipment. This equipment includes the most recently purchased fan guns, as well as the Snow Sat system that is ran in the snowcats to verify snow depths. This also confirms additional snowmaking production requirements. TechnoAlpin has work directly with Kassbohrer, the manufacturer of the PistenBully snow cats and the Snow Sat software, since the inception of Atass Plus to ensure seamless integration of information retrieved from Snow Sat. TechnoAlpin has 24-hour customer service support and has a regional office based out of Reno.

The District's Equipment Purchase and Installation Service Agreement (Agreement) is included in Attachment 1. The Agreement has been reviewed and approved by the District's legal counsel.

#### **IV. FINANCIAL IMPACT AND BUDGET**

The District's Capital Improvement Program Budget for the (340 Ski Fund) in FY 2023/2024 includes funding of \$504,000 for the replacement of the Snowmaking Infrastructure Project # 3464S11002. The table below presents the total cost of the Project:

<b>Task</b>	<b>Cost</b>
Snowmaking Infrastructure Replacement	\$413,169
Snowmaking Instructure Replacement Contingency (10%)	\$41,317
Construction Management & Inspection Services	\$41,317
Total	\$495,803

The table below identifies the (340 Ski Fund) projects that relate to the snowmaking infrastructure upgrades, with a plan amount of \$1,464,000.

<b>Project</b>	<b>Budget Year</b>	<b>Amount</b>
Snowmaking Infrastructure Replacement Project	2023/2024	\$504,000
Replace Snowmaking Fan Guns (2 ea)	2024/2025	\$100,000
Replace and Refurbish Pump Motors, Drives and Pumps	2025/2026	\$600,000
Replace Snowmaking Fan Guns (4 ea)	2026/2027	\$260,00
Five Year Capital Plan Total		\$1,464,000

The Project Data Sheet reflects the above table and is included in Attachment 2.

## **V. ALTERNATIVES**

The Board of Trustees may consider not approving the staff recommendation, defer or eliminate the proposed project. Doing so would essentially direct staff to carry forward the available funding to upcoming fiscal years, knowing that the snowmaking infrastructure software is no longer serviceable and is now unreliable and that there is valving that are causing operational delays as well as unpredictability in the operation of the overall system.

## **VI. COMMENTS**

In conclusion,

1. The proposed project is to complete upgrades to the ski venues snowmaking pump house operating software, process control logic, and valving.
2. The Project is funded through the 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Ski; Project #3464SI1002; Amount; \$504,000.
3. The proposed Equipment Purchase and Installation Service Agreement with TechnoAlpin in the amount of \$413,169.
4. The Agreement, Attachment 1, has been included and has been approved by the District's legal counsel.

## **VII. BUSINESS IMPACT/BENEFIT**

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

The benefit to the District in approving Staff's recommendation of upgrading and improving the snowmaking infrastructure increases the reliability of the pump house facility. Operational run hours and total flows will be tracked more accurately. Costly shutdowns to service the control valve will be avoided. Restricted flows based on pump amperage draw will be eliminated and by reducing the complexity and predictability of the operation, this will increase the

overall effective run times.

**VIII. ATTACHMENTS**

- 1. TechnoAlpin Equipment Purchase and Installation Services Agreement
- 2. Project Data Sheet

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

The decision needed from the Board of Trustee's shall be that of approving the staff recommendation as presented.

# **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EQUIPMENT PURCHASE AND INSTALLATION SERVICE AGREEMENT**

This Equipment Purchase Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and TechnoAlpin USA, Inc., a Colorado corporation with its principal place of business at 8536 Concord Center Drive, Suite B, Englewood, Colorado 80112 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

## **Section 1. Definitions.**

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, testing and/or use as specified in Exhibit “B.”

## **Section 2. Materials and Workmanship; Use of Equipment.**

A. When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without District’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of 0. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, District will decide the question of equality. When requested by District, Contractor will furnish District with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at District’s request.

B. Contractor agrees to provide District with all applicable instructions and information necessary to allow for District’s use of the Equipment upon its installation, including (but not limited to) all related technical drawings for electrical installation. District agrees to use the Equipment in accordance with the instruction and use manual(s) provided by Contractor, and accepts liability for damages resulting from use of the Equipment that is inconsistent with the instructions associated with the Equipment.

C. District agrees to use the Equipment only at the location of the Diamond Peak Ski Resort prior to full payment of the purchase price; should District need to move the Equipment to another location prior to full payment, District shall provide Contractor with written notice of the new address of the Equipment within 5 business days of said location change.

**Section 3. Inspections and Tests.**

District shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, District may reject the Equipment or exercise any of its rights under B. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair District's right to reject nonconforming goods, irrespective of District's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

**Section 4. Warranty.**

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty, from the date of final written acceptance of the Equipment by District as required for final payment under 0. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this A.

C. For any breach of the warranties contained in A and A, Contractor will, immediately after receiving notice from District, at the option of District, and at Contractor's own expense and without cost to District:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
3. Repay to District the purchase price of the defective Equipment.

If District selects repair or replacement, any defects will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that

Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this 0, District will not be limited to the remedies set forth in this 0, but will have all the rights and remedies permitted by applicable law.

**Section 5. Prices.**

Unless expressly provided otherwise, all prices and fees specified in Exhibit “C,” attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District’s authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to District hereunder; and (ii) all charges for packing, freight and transportation to destination.

**Section 6. Changes.**

District, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, District’s requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between District and Contractor and such change will be authorized by a change order document signed by District and accepted by Contractor.

**Section 7. Payments.**

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. All invoices shall be sent to Incline Village General Improvement District, c/o District Project Manager, at the address specified in section 17.A. or via email to [baw@ivgid.org](mailto:baw@ivgid.org).

B. Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor’s failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor’s expense.



C. Payment of the final contractual payment or any retention will be made by District upon:

1. Submission of an invoice for satisfactory completion of the requirements of this Agreement;
2. Written acceptance of the Equipment by District;
3. Delivery of all drawings and specifications, if required by District;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.

D. Acceptance by Contractor of payment of the final payment pursuant to Section 7.C. will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, final payment by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

**Section 8. Schedule For Delivery.**

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights District may have under this Agreement or at law, Contractor shall pay District the sum of \$500 per for each calendar day for which the Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s).

**Section 9. Taxes.**

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to District written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

**Section 10. Independent Contractor.**

Contractor enters into this Agreement as an independent contractor and not as an employee of District. Contractor shall have no power or authority by this Agreement to bind District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

**Section 11. Subcontracts.**

Unless otherwise specified, Contractor must obtain District's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 14.A., all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to District, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind District.

**Section 12. Title and Risk of Loss.**

Unless otherwise agreed, District will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on District property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of District.

Notwithstanding the foregoing, in the event that the District has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then District shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or District has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

**Section 13. Indemnification.**

A. To the fullest extent permitted by law, Contractor 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 or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its 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.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

**Section 14. Insurance.**

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage;
2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage;
3. Workers' Compensation in compliance with applicable statutory requirements; and

4. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

**B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage.**

The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. 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.

**C. Insurance Carrier.** All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in Nevada, and satisfactory to the District.

**D. Evidence of Insurance.** Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. 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 supplied or approved by the District. All certificates and endorsements must be received and approved by the District before delivery commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**E. Subcontractors.** All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**F. Freight.** Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

**Section 15. Liens.**

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor

and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold District harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

**Section 16. Termination of Agreement by District.**

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, District may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event District may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If District's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to District.

B. District may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which District may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under A, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
2. Unless otherwise directed by District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to District; and
3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to A, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination

of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to B.

**Section 17. Miscellaneous Provisions.**

A. 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

CONTRACTOR:

TechnoAlpin  
8536 Concord Center Drive, Suite B  
Englewood, CO 80112  
Attn: Stuart Clotworthy

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.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. 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.

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

G. Interpretation. 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.

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

I. Authority to Enter 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.

J. 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.

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

L. District's Right to Employ Other Contractors. District reserves its right to employ other contractors in connection with the Equipment.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

N. Limitation of Liability. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law.

O. Force Majeure. Except for payment obligations, neither party shall be liable for any failure to fulfill its obligations under this Agreement if such failure is occasioned by an act of war, domestic or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, fire, hurricane, flood or other extraordinary elements of nature or acts of God, strike or any cause beyond the nonperforming party's reasonable control not listed in this Section. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

P. Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE  
TO  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
EQUIPMENT PURCHASE AND INSTALLATION SERVICE AGREEMENT**

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

\_\_\_\_\_  
Matthew Dent, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Noble, Secretary

\_\_\_\_\_  
Date

**Reviewed as to Form:**

\_\_\_\_\_  
Joshua Nelson  
District Legal Counsel

\_\_\_\_\_  
Date

**CONTRACTOR:  
TechnoAlpin  
Agreed to:**

By:   
\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print or Type Name and Title  
Taylor Ogilvie, CEO

\_\_\_\_\_  
Date 8/9/2023

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



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
EQUIPMENT PURCHASE AND INSTALLATION SERVICE AGREEMENT**

**EXHIBIT A**

**EQUIPMENT AND INSTALLATION SPECIFICATIONS**

Equipment to be Purchased from Contractor:

<b>PUMP STATION PS100</b>		
<b>SLIDING VALVE MANUAL</b>		
6.00	pcs	Valve DN150 PN 10/16 compact
<b>BUTTERFLY VALVE MANUAL (Wafer) PN16</b>		
2.00	pcs	Butterfly valve (Wafer) man. 8" 232psi (200/16)
<b>BUTTERFLY VALVE MANUAL (Wafer)</b>		
4.00	pcs	Butterfly valve manual 6" 1450psi (150/100)
<b>NON-RETURN VALVE "VENTURI"</b>		
2.00	pcs	Non-return valve 8" 232psi (200/16)
<b>NON-RETURN VALVE "CLAPET"</b>		
4.00	pcs	Non-return valve 6" 1450psi (150/100) ZRD
1.00	pcs	Non-return valve 10" 1450psi (250/100)
<b>VALVE WITH PNEUMATIC ACTIVATOR ( MR4.0 )</b>		
1.00	pcs	Pneumatic ball valve s.e. DN25 PN16/40 IO-L NO
4.00	pcs	Pneumatic ball valve s.e. DN32 PN63/100 IO-L NO
1.00	pcs	Butterfly valve pneum. 10" 232psi (250/16) IO-L
5.00	pcs	Diaframe D=xx mm d= xxmm s= x mm
<b>PRESSURE CONTROL VALVE MOTORISED ( MR4.0 )</b>		
1.00	pcs	Regulating valve DN=250 PN=16 230VTCP/IP CPL-PRICE
2.00	pcs	Regulating valve DN=250 PN=100 230V TCP/IP CPL
<b>ELECTROMAGNETIC FLOW METER SIEMENS</b>		
2.00	pcs	Electromagnetic flowmeter 8" 1450psi (200/100)
2.00	pcs	Conv.flowmeter MAG5000 24V AC/DC+wall brac.M12 cpl
<b>AERATION VALVE</b>		
2.00	pcs	Vent valve 2" 232-1450psi three functions kpl PS
<b>BALL VALVE MANUAL</b>		
1.00	pcs	Ball damper 1/2" PN100 Inox IG/IG
2.00	pcs	Ball damper 1/2" PN16 M/F
1.00	pcs	Ball valve 1/2" 232-580psi (15/16-40)
1.00	pcs	Ball valve 2" 1450psi (50/100)
1.00	pcs	Diaframe D=xx mm d= xxmm s= x mm

## MEASURING INSTRUMENTS ( MR4.0 )

4.00	pcs	Manometer with 3Way-Valve 0-100 bar cpl
2.00	pcs	Manometer with §W-valve 0-10 bar complete
2.00	pcs	Pressure transmitter (cpl) 0/10 bar max 50 IO-L
3.00	pcs	Pressure transmitter (cpl) 0/100 bar max 300 IO-L
5.00	pcs	Flow switch complete with display IO-L
5.00	pcs	Water temperature sensor -50/+150°C 1/2"G IO-L
6.00	pcs	Water temperature sensor -50/+150°C 1/2"G IO-L
4.00	pcs	Room temperature sensor (cpl) IO-L
1.00	pcs	Capacitive feeding switch kpl IO-L
1.00	pcs	Level measuring probe 4-20mA 0- 1 bar 15 mt
1.00	pcs	Float switch cable 40m IP 68

### COMPRESSOR FOR PUMP STATION

50.00	mt	Air hose 8x6
1.00	pcs	Air Compressor 115V 60Hz

### MOUNTING AND INSTALLATION MATERIAL

1.00	pcs	Flanges, gaskets and bolts
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### TOTAL PUMP STATION PS100

**212,273.10**

(Delivery)

## ELECTRICAL SYSTEM PUMP STATION PS100

### CONTROL CABINET

1.00	pcs	Control cabinet for pump station
1.00	pcs	prepared for the following consumer:
6.00	pcs	Pumps
6.00	pcs	Water cooling towers
1.00	pcs	Various valves and instruments

### HARDWARE

1.00	pcs	Lenovo TIO Display 24" for MR4.0 cpl
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### PLC SOFTWARE

1.00	pcs	Software PLC for pump station
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### TECHNICAL PLANNING

1.00	pcs	Concept design electrical installations
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### CABLE AND INSTALLATION MATERIAL

1.00	pcs	Cable and instal. material for control equipment
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### TOTAL ELECTRICAL SYSTEM PUMP STATION PS100

**51,796.12**

(Delivery)

		<b>WORK PREPARATION, EXECUTION AND COMMISSIONING</b>	
		<b>WELDING AND INSTALLATION</b>	
		Welding and Hydraulical installation	
1.00	pcs	Wiring and electric installation	
		<b>SUPERVISION OF CONSTRUCTION</b>	
		Supervision of construction	
		<b>START-UP SESSION</b>	
		Start-up session	
		<b>EDUCATIONAL TRAINING</b>	
		Educational training	
		<b>TOTAL WORK PREPARATION, EXECUTION AND COMMISSIONING</b>	<b>125,100.00</b>
			(Delivery)
		<b>FREIGHT</b>	
		<b>FREIGHT</b>	
1.00	pcs	FOB Parking Lot	
		<b>TOTAL FREIGHT</b>	<b>24,000.00</b>
			(Delivery)

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
EQUIPMENT PURCHASE AND INSTALLATION SERVICE AGREEMENT**

**EXHIBIT B**

**EQUIPMENT DELIVERY AND INSTALLATION SCHEDULE**

The District requests delivery and installation of equipment by November 1, 2023, but understands the challenges presented by overseas shipping and other unanticipated events. Therefore, delivery date is an estimate, only. In the event the District and Seller agree this delivery date is unachievable, a new delivery date will be agreed upon; new delivery date not to exceed June 1<sup>st</sup> 2024.

**EXHIBIT C**

**PRICING**

District shall pay to Contractor, as more particularly established in Exhibit A of this Agreement, a total of \$413,169.22 for equipment and services under this Agreement, which shall include \$212,273.10 for equipment associated with Pump Station PS100; \$51,796.12 for equipment associated with the electrical system at Pump Station PS100; \$125,100.00 for installation preparation, execution, and commissioning; and \$24,000 in freight charges.

Payment Schedule:

30% down payment due 30 days after approval of contract.

30% upon delivery of equipment.

Upon final completion and acceptance of the work, and as recommended by District's representative, Owner shall pay the remainder of the contract price.



## Project Summary

**Project Number:** 3464SI1002  
**Title:** Snowmaking Infrastructure Replacement  
**Project Type:** G - Equipment & Software  
**Division:** 64 - Mountain Operations  
**Budget Year:** 2024  
**Finance Options:**  
**Asset Type:** SI - Slope & Mountain Improvements  
**Active:** Yes

<b>Project Description</b>				
This project includes improvements to the Snowmaking Water Pump House facility and replacing the remaining aging fleet of Snowmaking Fan Guns.				
<b>Project Internal Staff</b>				
Mountain, Slope Operations and Public Works staff will oversee these projects..				
<b>Project Justification</b>				
This project directly aligns with the Districts 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 venues, facilities, and services.				
<b>Forecast</b>				
<b>Budget Year</b>	<b>Total Expense</b>	<b>Total Revenue</b>	<b>Difference</b>	
2024				
Piping Reconfiguration and Operating Software	504,000	0	504,000	
Year Total	504,000	0	504,000	
2025				
Replace Snowmaking Fan Guns - 2 each	100,000	0	100,000	
Year Total	100,000	0	100,000	
2026				
Pump and Motor Rehab. and Mechanical Upgrade	600,000	0	600,000	
Year Total	600,000	0	600,000	
2027				
Replace Snowmaking Fan Guns - 4 each	260,000	0	260,000	
Year Total	260,000	0	260,000	
	<b>1,464,000</b>	<b>0</b>	<b>1,464,000</b>	
<b>Year Identified</b>	<b>Start Date</b>	<b>Est. Completion Date</b>	<b>Manager</b>	<b>Project Partner</b>
2012	Aug 31, 2023	Nov 30, 2027	Mountain Operations Manager / District Project Manager	