

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 authorize Additional Services Amendment #1 and Amendment #2 to the professional design services contract for the Mountain Golf Cart Path Replacement Project – Fund: Community Services; Division: Golf; CIP# 3241LI2001; Vendor: Lumos and Associates in the amount of \$45,800.00.

DATE: October 13, 2021

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Authorize Additional Services Amendment #1 - Construction Assistance to the Design Services Contract for the Mountain Golf Cart Path Replacement Project – Fund: Community Services; Division: Golf; CIP# 3241LI2001; Vendor: Lumos and Associates in an amount not to exceed \$3,500.00.
2. Authorize Additional Services Amendment #2 - Final Design, Permitting, and Bidding Assistance for Phase 2 and Phase 3, to the Design Services Contract for the Mountain Golf Cart Path Replacement Project – Fund: Community Services; Division: Golf; CIP# 3241LI2001; Vendor: Lumos and Associates in an amount not to exceed \$42,300.00.
3. Authorize Staff to execute change orders for additional work not anticipated at this time of up to approximately 10% of the contract; up to the amount of \$4,600.00.
4. Authorize Staff to execute the contract documents.

II. BACKGROUND

The Mountain Golf Course has approximately 14,440 linear feet of cart pathways which equates to ~110,000 square feet of pavement. In addition, there is approximately 5,000 linear feet of asphalt curb. The last major path project was over 15 years ago. The District has performed replacements at various locations

each year based on areas of greatest need and within the allotted budget. Due to issues of base material, overgrowth of sod, and intrusion by tree roots and other material, the current assessment of the condition of the paths suggests substantial remediation and reconstruction is needed.

Previous work performed by Lumos and Associates included preparation of a base map and 50% construction drawings for the entire Mountain Golf Pathway system, final construction documents for the Phase 1 Reconstruction Improvements Project, Washoe County permitting, and support during the bid process. Phase 1 work is currently under construction.

The additional services Amendment #1 is for work associated with the construction portion of Phase I. The scope of work is to include answering questions/RFIs, modify plans (if required), review submittals, and/or provide construction administration. The extent of this work cannot be anticipated; therefore, the task will be a time and materials based fee not to exceed \$3,500.

The additional services Amendment #2 is for work associated with the progressing Phase 2 and Phase 3 from 50% design to 100% design, TRPA and Washoe County permitting, erosion and bidding assistance. The work also includes the preparation of an erosion control SWPPP permit for the remaining site.

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.

III. BID RESULTS

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

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

IV. FINANCIAL IMPACT AND BUDGET

The FY 2021-22 CIP budget is \$550,000 which includes the construction improvements being completed for Phase I of the Mountain Golf Cart Path Replacement Project.

The table below presents the expenditures, encumbrances, and the design contract amendments for the Mountain Golf Cart Path Replacement Project.

Task	Approved FY 21-22 Project Budget	Amount Requested	FY 21-22 Budget Amount Remaining
Mtn Golf Cart Path Replacement Construction – Phase 1	\$405,000.00	\$357,138.80*	\$47,861.20
Design/Permit Fees/Internal Staff	\$65,000.00	\$42,300.00** \$4,600.00**	\$18,100.00
Construction Reserves (~ 10%)	\$40,000.00	\$35,700.00*	\$35,700.00
Construction Management	\$40,000.00	\$3,500.00**	\$28,900.00
Total	\$550,000.00	\$441,238.80	\$130,561.20
Mountain Golf Cart Path Replacement Project CIP #3241LI2001, 2021/2022 FY Budget \$550,000.00			

*Approved by Board of Trustees 9/2/2021

**Additional Service Amendments #1, #2 and 10% Design Contingency

Construction reserves are listed at 10% to account for unforeseen conditions during construction, such as needing to increase the length of asphalt curb that requires replacement or wet/poor soil conditions as examples.

V. ALTERNATIVES

Not authorize ASA #1 for services during construction or ASA #2 for the final design contract of Phase 2 and/or Phase 3 of the Mountain Golf Cart Path Replacement Project and defer Phase 2 and/or Phase 3 of the pathway improvements to a future date.

VI. BUSINESS IMPACT

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

Attachments:

- A – Short Form Agreement (Amendment #1)
- B – Short Form Agreement (Amendment #2)
- C – 3241LI2001 CIP Data Sheet

∞ ADDITIONAL SERVICES ADDENDUM (ASA) #1 ∞
to SHORT FORM AGREEMENT dated March 11, 2021
between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
LUMOS & ASSOCIATES, INC.
for PROFESSIONAL SERVICES

This ASA, dated October 14, 2021, shall amend the referenced agreement to include the following project with relevant description, compensation, and schedule addressed herein.

PROJECT DESCRIPTION

Consultant shall provide Construction Assistance during Phase 1 of the Mountain Golf Course Cart Path Reconstruction Project. Work is more fully described in the attached Exhibit A, Consultant's "Addendum No. 1 to Consultant Agreement, Extra Work Authorization Form," dated March 11, 2021.

PAYMENT TO CONSULTANT

Payment to be as follows:

1. Task 1 will be billed on a Time and Materials basis, with total not to exceed amount of \$3,500.
2. All invoices and correspondence are to reference PO 21-0167.

PERIOD OF SERVICE

It is anticipated that services shall be substantially completed by July 14, 2021 subject, however, to the exercise of a generally-accepted standard of care for the performance of services.

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

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

CONTRACTOR:
LUMOS & ASSOCIATES, INC.
Agreed to:

By: _____
Joshua Nelson
District General Counsel

Date

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Agreed to:

Indra Winquest
IVGID General Manager

Date

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

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's address for giving notice:
Lumos & Associates, Inc.
9222 Prototype Drive
Reno, Nevada 89521

EXHIBIT A TO ASA 1 DATED OCTOBER 14, 2021

ADDENDUM No. 1 TO CONSULTANT AGREEMENT

Extra Work Authorization Form

The consultant agreement dated 3/11/2021 for professional services between LUMOS & ASSOCIATES, INC., and Incline Village GID for Mountain Golf Course Cart Path Reconstruction (project name)

is hereby amended as follows:

Task 12 – Construction Assistance

Lumos and Associates will be available to answer questions/RFIs, modify plans, review submittals, or provide construction administration assistance. The fees required to complete this task cannot be anticipated. Therefore, this task will be billed on a time and materials basis in accordance with our current fee schedule, not to exceed \$3,500.

COMPENSATION ARRANGEMENT

Time and materials payment per current fee schedule (attached) not to exceed \$3,500

Lump sum payment _____

Other (specify) _____

Backcharge: Yes No. To Whom: _____

Job No.: 10164.001 Task No./Description: Task 12 – Construction Assistance

ORIGINAL CONTRACT AMOUNT: \$75,100

TOTAL PREVIOUS ADDENDUMS: 0

TOTAL THIS ADDENDUM: \$3,500 (T&M NTE)

REVISED CONTRACT AMOUNT: \$78,600

All other terms and conditions remain unchanged.

LUMOS & ASSOCIATES, INC.

CLIENT

PRINT _____

PRINT _____

SIGN _____

SIGN _____

TITLE _____

TITLE _____

DATE _____

DATE _____

Copies to Client for signature; return one to Lumos & Associates, Inc.

∞ ADDITIONAL SERVICES ADDENDUM (ASA) #2 ∞
to SHORT FORM AGREEMENT dated March 11, 2021
between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
LUMOS & ASSOCIATES, INC.
for PROFESSIONAL SERVICES

This ASA, dated October 14, 2021, shall amend the referenced agreement to include the following project with relevant description, compensation, and schedule addressed herein.

PROJECT DESCRIPTION

Consultant shall provide Engineering Design Services to progress the design plans for Phases 2 and 3 from 50% to 100% for the Mountain Golf Course Cart Path Reconstruction Project. Work is more fully described in the attached Exhibit A, Consultant's "Addendum No. 2 to Consultant Agreement, Extra Work Authorization Form," dated March 11, 2021.

PAYMENT TO CONSULTANT

Payment to be as follows:

1. A portion of this Addendum is to be billed on a Time and Materials basis, with a total not to exceed amount of \$39,600.00.
2. A portion of this Addendum is to be billed as a Lump Sum of \$2,700.00.
3. Total of this Addendum is not to exceed \$42,300.00.
4. All invoices and correspondence are to reference PO 21-0167.

PERIOD OF SERVICE

It is anticipated that services shall be substantially completed by July 14, 2021 subject, however, to the exercise of a generally-accepted standard of care for the performance of services.

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

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

By: _____
Joshua Nelson
District General Counsel

Date

Agreed to:

Indra Winquest
IVGID General Manager

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:
LUMOS & ASSOCIATES, 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:
Lumos & Associates, Inc.
9222 Prototype Drive
Reno, Nevada 89521

ADDENDUM No. 2 TO CONSULTANT AGREEMENT

Extra Work Authorization Form

The consultant agreement dated 3/11/2021 for professional services between LUMOS & ASSOCIATES, INC., and Incline Village GID for Mountain Golf Course Cart Path Reconstruction (project name)

is hereby amended as follows:

Adding tasks to progress design plans for Phases 2 and 3 from 50% design to 100% design. This also includes permitting and bid assistance for both phases.

COMPENSATION ARRANGEMENT

Time and materials payment per current fee schedule (attached) not to exceed \$39,600

Lump sum payment \$2,700

Other (specify) _____

Backcharge: Yes No. To Whom: _____

Job No.: 10164.001 Task No./Description: Tasks 6 through 11 per attached letter

ORIGINAL CONTRACT AMOUNT: \$75,100

TOTAL PREVIOUS ADDENDUMS: \$3,500

TOTAL THIS ADDENDUM: \$42,300

REVISED CONTRACT AMOUNT: \$120,900

All other terms and conditions remain unchanged.

LUMOS & ASSOCIATES, INC.

CLIENT

PRINT _____

PRINT _____

SIGN _____

SIGN _____

TITLE _____

TITLE _____

DATE _____

DATE _____

Copies to Client for signature; return one to Lumos & Associates, Inc.



Lake Tahoe
225 Kingsbury Grade, Suite A | P.O. Box 3570
Stateline, Nevada 89449
775.588.6490

August 27, 2021

Via email: ksn@ivgid.org

Kate Nelson, P.E.
Incline Village GID
1220 Sweetwater Road
Incline Village, NV 89451

***Subject: Mountain Golf Course Cart Path Reconstruction – Phase 1
Addendum #1 - Additional Engineering Services to Agreement Scope
under LA21.138***

Dear Kate:

Lumos and Associates, Inc. is pleased to provide you with this proposal for engineering and related services for Phases 2 & 3 of the Mountain Golf Course Cart Path Reconstruction Project (Project).

Project Understanding

The proposed project is located on an approximately 68.22 acre site (APNs: 128-351-01, 128-352-01, 128-220-02), located at 690 and 687 Wilson Way, Incline Village, NV 89451. As part of our initial scope, we have designed a three-phase approach to a complete cart path reconstruction project, as recommended under Alternative #2 in the Pavement Evaluation & Recommendations report prepared by Lumos & Associates, dated February 2021. Phase 1 has been designed and bid for construction by IVGID for construction in the fall of 2021. This additional scope is specifically for progression of the Phase 2 & 3 designs to be progressed from 50% to 100% design and producing the associated bid documents. Phases 2 & 3 will involve cart path circulation improvements in six locations in order to improve circulation of golf cart traffic and will also include implementation of best management practices (BMPs) for water quality.

Existing site conditions, access, permitting requirements, IVGID budget, and impacts to the golf course will be evaluated to determine the exact construction limits for Phases 2 & 3. It is anticipated that improvements exceeding the thresholds defined in IVGID's Memorandum of Understanding (MOU) with TRPA will be constructed in Phases 2 & 3. Therefore, permitting will be required through TRPA, Washoe County, and NDEP Stormwater Division.

We propose to add the following tasks to our Agreement in order to assist you with Phases 2 & 3 of this project:

Project Scope

Task 6 – Phase 2 Civil Improvement Plans

This task will include progression of the Phase 2 50% design plans to 100% completion for the reconstruction of Phase 2 of the cart path system. This also includes the design of all proposed realignments for circulation improvements under the limits of this phase and selected BMPs identified in the Pavement Evaluation & Recommendations report. We will submit these plans to IVGID for

review and comment. We will submit these drawings to IVGID for review and comments prior to finalizing them for permit submittals and bidding.

These plans will be submitted to TRPA and Washoe County for permitting. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as required by Washoe County. Engineer's estimates of probable construction costs will be provided for the 100% design improvements.

Construction drawings will include the in-place cart path reconstruction areas, select BMP improvements, and proposed cart path realignments for circulation improvements. Dimensions and grading will be provided as required for construction. The design or relocation of any utilities, including irrigation lines is not included in this fee proposal.

Task 7 – Phase 3 Civil Improvement Plans

This task will include progression of the Phase 3 50% design plans to 100% completion for the reconstruction of Phase 3 of the cart path system. This also includes the design of all proposed realignments for circulation improvements under the limits of this phase and selected BMPs identified in the Pavement Evaluation & Recommendations report. We will submit these plans to IVGID for review and comment. We will submit these drawings to IVGID for review and comments prior to finalizing them for permit submittals and bidding.

These plans will be submitted to TRPA and Washoe County for permitting. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as required by Washoe County. Engineer's estimates of probable construction costs will be provided for the 100% design improvements.

Construction drawings will include the in-place cart path reconstruction areas, select BMP improvements, and proposed cart path realignments for circulation improvements. Dimensions and grading will be provided as required for construction. The design or relocation of any utilities, including irrigation lines is not included in this fee proposal.

Task 8 – Phase 2 Bid Assistance

Under this task, Lumos will prepare bid/contract documents for contractor bidding for the second phase of construction. Bid documents will include technical specifications and bid items descriptions as necessary for Phase 2 of construction. We will also provide assistance with public project advertisement, bid evaluation, recommendation for award. Lumos will also be available to answer bidder questions during the bid phase. Shop drawing review, plan revisions, field changes, and other construction services are not included, but can be included in a separate construction services proposal.

Task 9 – Phase 3 Bid Assistance

Under this task, Lumos will prepare bid/contract documents for contractor bidding for the second phase of construction. Bid documents will include technical specifications and bid items descriptions as necessary for Phase 3 of construction. We will also provide assistance with public project advertisement, bid evaluation, recommendation for award. Lumos will also be available to answer bidder questions during the bid phase. Shop drawing review, plan revisions, field changes, and other

construction services are not included, but can be included in a separate construction services proposal.

Task 10 – Phase 2 & 3 Permitting & TRPA Compliance

Under this task, Lumos will provide all TRPA required submittals, coordination, mapping, checklists, and notifications required for the proposed project. Washoe County coordination and processing of requested revisions of the civil improvement plans will be completed under this task. This scope includes mapping of land classification, land capability, and coverage, BMP infiltration calculations (if necessary), permitting requirements, and submittals required for qualified exempt work related to TRPA permitting.

Due to the uncertainty in phased limits of disturbance and permitting requirements, the efforts required under this task cannot be anticipated and will be performed on a time and materials (T&M) basis, with an initial allowance of \$5,000. We have assumed that if this amount is exhausted during permitting efforts, we can utilize any used balance from Task 4 of our original agreement for these efforts.

Task 11 – Erosion Control & SWPPP

The Nevada Department of Environmental Protection (NDEP) requires that all grading operations greater than one acre, or within a ¼ mile radius of receiving waters or tributaries, to have a SWPPP in place prior to beginning work. NDEP has determined that this project requires a SWPPP because it is within ¼ mile of Third Creek, which is a tributary of Lake Tahoe. Under this task, Lumos can prepare the SWPPP for the contractor's use, utilizing NDEP requirements. Our work will include a Notice of Intent, a Storm Water Pollution Prevention Plan, and a Best Management Plan for Phases 2 & 3 combined.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Proposed improvements will be located entirely within APNs 128-351-01, 128-352-01, 128-220-02.
- Any proposed TRPA land coverage purchase, sale, or transfer is excluded.
- Submittals to agencies other than IVGID, Washoe County and TRPA are excluded.
- This scope does not include preparation of a drainage report.
- Utility extensions are not included in the scope of this proposal.
- Landscape, irrigation, lighting and electrical design are excluded from this proposal.
- Design of underground storm drain improvements, retention, or detention areas is not included in this proposal.
- Lumos will use boiler plate general conditions and contract documents provided by IVGID for bidding purposes.
- IVGID will award and manage the project during construction. Otherwise, Lumos can provide a separate proposal for these services.
- This proposal does not include scope for construction administration/assistance/management, construction staking, inspection, or materials testing.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 6	Phase 2 Civil Improvement Plans T&M (NTE)	\$14,600
Task 7	Phase 3 Civil Improvement Plans T&M (NTE)	\$13,800
Task 8	Phase 2 Bid Assistance T&M (NTE)	\$3,100
Task 9	Phase 3 Bid Assistance T&M (NTE)	\$3,100
Task 10	Phase 2 & 3 Permitting & TRPA Compliance T&M (NTE)	\$5,000
Task 11	Erosion Control & SWPPP Lump Sum	\$2,700
Total:		\$42,300

Tasks 6 through 10 will be billed on a T&M basis, with a not-to-exceed amount as indicated above and Task 11 will be a Lump Sum task.

Phase 2 is anticipated to be constructed during the 2022 construction season and Phase 3 is anticipated to be constructed during the 2023 construction season. If this proposal is acceptable, please execute and return the attached contract Addendum #1. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 1/2% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,



Justin Sand, P.E.
Sr. Project Manager – Engineering Division



**LA21.138 Mountain Golf Course Cart Path Reconstruct
Addendum #1 - Level of Effort Fee Estimate**

Task	Description	LUMOS				Total
		Group Manager	Sr. Project Manager	Sr. Engineer	Project Designer	
6	Phase 2 Civil Improvement Plans	\$225	\$195	\$165	\$130	
	SUBTOTAL	1	28	4	64	\$14,665
7	Phase 3 Civil Improvement Plans					
	SUBTOTAL	1	27	4	59	\$13,820
8	Phase 2 Bid Assistance					
	SUBTOTAL	0	12	0	6	\$3,120
9	Phase 3 Bid Assistance					
	SUBTOTAL	0	12	0	6	\$3,120
10	Phase 2 & 3 Permitting & TRPA Compliance					
	SUBTOTAL	0	12	2	18	\$5,010
11	Erosion Control & SWPPP					
	SUBTOTAL	0	3	5	10	\$2,710
	TOTAL					\$42,445



Project Summary

Project Number:	3241LI2001
Title:	Mountain Golf Cart Path Replacement
Project Type:	D - Capital Improvement - Existing Facilities
Division:	41 - Mountain Operations
Budget Year:	2022
Finance Options:	
Asset Type:	LI - Land Improvements
Active:	Yes

Project Description				
The Mountain Golf Course has approximately 14,440 linear feet of cart pathways which equates to 110,000 square feet of pavement. In addition, there are approximately 5,000 linear feet of asphalt curb. The last major path project was over 15 years ago. The District has performed replacements at various points each year based on areas of greatest need and within the allotted budget. Due to issues of the base material, overgrowth of sod, and intrusion by tree roots and other material, the current assessment of the condition of the paths suggests substantial remediation and reconstruction is needed. A design consultant has completed a review of the cart paths and provided recommendations for replacement. In accordance with the recommendation, the cart paths will be reconstructed in a multi-phase, multi-year manner to minimize impacts to users of the facility.				
Project Internal Staff				
Engineering staff will contract with outside civil and geotechnical engineering firms to provide support as necessary throughout the design. The project will be publically bid and constructed by a licensed contractor.				
Project Justification				
Cart paths are to the point where yearly replacement of faulty areas no longer makes financial sense. Condition of paths has become a nuisance for golfers and not within District standards. The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long-term utility services and recreation activities. Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2022				
Construction	405,000	0	405,000	
Construction Management	40,000	0	40,000	
Construction Reserves	40,000	0	40,000	
Design, Permit Fees, and Internal Services	65,000	0	65,000	
Year Total	550,000	0	550,000	
2023				
Construction	405,000	0	405,000	
Construction Management	40,000	0	40,000	
Construction Reserves	40,000	0	40,000	
Design, Permit Fees, and Internal Services	65,000	0	65,000	
Year Total	550,000	0	550,000	
2024				
Construction	405,000	0	405,000	
Construction Management	40,000	0	40,000	
Construction Reserves	40,000	0	40,000	
Design, Permit Fees, and Internal Services	65,000	0	65,000	
Year Total	550,000	0	550,000	
	1,650,000	0	1,650,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2020	Jul 1, 2020	Jun 30, 2023	Director of Golf/Community Services	