

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: Professional Services Agreement for Engineering Design Services for the Watermain Replacement - Crystal Peak Road Project – 2021-2022 Capital Improvement Project; Fund: Utilities; Division: Supply & Distribution; Project 2299WS1705; Vendor: Shaw Engineering, Ltd., in the amount of \$58,300.00 plus \$5,000.00 for Contingencies, and a Budget Transfer of \$20,000.

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: February 23, 2022

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Award a professional services agreement (Exhibit A) to Shaw Engineering, Ltd., in the amount of \$58,300.00 for professional engineering services related to the preparation of design, permitting and specifications for the Watermain Replacement – Crystal Peak Road Project (“Project”).
2. Authorize \$5,000.00 in contingency to account for unforeseen conditions and for Staff to expend up to this amount as needed.
3. Authorize a budget transfer in the amount of \$20,000 from Water Pumping Station Improvements - 2021-2022 Capital Improvement Project; Fund: Utilities; Division: Supply & Distribution; Project 2299DI1102 to Watermain Replacement – Crystal Peak Road Project 2299WS1705.
4. Authorize Staff to execute the contract 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 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 Project is a continuation of the multi-year program to replace 1960's-era thin-wall steel watermains and other deficient watermains. Replacement criteria is twofold: Replace those watermains with the most leaks and those in streets with aging pavement. Since our water loss is now less than 6%, our main objective is to work closely with the Washoe County Road Department to replace watermains just prior to the County's street rehabilitation forecast program. We are also working closely with the North Lake Tahoe Fire Protection District to determine areas of low fire flow, which may indicate a need for increased capacity in that area. Existing infrastructure assets on Crystal Peak Road do not meet the current NLTFPD requirements for fire hydrant coverage.

Our watermain replacement strategy involves coordinating with Washoe County prior to each budget year and jointly agreeing on streets to be paved and watermains to be replaced. Our overall goal is to replace deficient watermains to keep our unaccounted-for water loss to under 6%, and to avoid costly pavement patch penalties imposed by Washoe County. The original watermains installed in much of Incline Village in the 1960's were thin-walled steel. These pipes have reached and exceeded their useful operational life and failures result in leaks requiring emergency repair; the existing steel mains need to be replaced to avoid on-going repair work and associated costs.

This item is placed on the Consent Calendar in accordance with Policy 3.1.0 (Consent Calendar).

IV. BID RESULTS

On January 13, 2022, staff issued a Request for Proposals (Exhibit B) to three qualified engineering firms, Shaw Engineering, Ltd., NCE, and Farr West Engineering. Proposals were received from all three firms. Based on review of the submitted project scopes of work, project team, experience and references, staff has determined that Shaw Engineering, Ltd., is the most qualified firm for this project, and recommends award of the work to them.

If awarded, the project is anticipated to start March 7, 2022 and be substantially complete by February 1, 2023.

V. FINANCIAL IMPACT AND BUDGET

The 2021/2022 Capital Improvement Program Budget under the Watermain Replacement – Crystal Peak Road Project (Project 2299WS1705 – see Exhibit C, data sheet) includes a budget of \$50,000 in the FY2022 and an additional amount in FY 2023 of \$986,000.00, for a total budget of \$1,036,000. Since only \$50,000 is available in the current year budget, a budget transfer is proposed as outlined in the Recommendation section above. The budget transfer will cover the \$8,300 for the consultant’s contract that exceeds the current FY budget of \$50,000, the \$5,000 in contingency and \$6,700 in staff time.

The Engineering Department will propose increased CIP funding for Crystal Peak Watermain Replacement in the 2022/2023 Capital Improvement Program Budget. This increase is proposed to compensate for current Washoe County Excavation/Encroachment permitting fees and the significantly increased material and construction costs observed to date, based on estimates of up to 30% inflation since the initial estimate for the cost of materials experienced throughout the industry. The revised budget for the project, inclusive of the consultant fees described herein, is recommended to be \$1,500,000.00.

VI. ALTERNATIVES

Not award the contract and defer design of the Watermain Replacement – Crystal Peak Road Project to FY2022/2023, which could potentially delay construction of the project by one year. There could be increases in construction and material costs by delaying the project.

Review, Discuss, and Possibly Award a -4-
Professional Services Agreement for Engineering
Design Services for the Watermain Replacement –
Crystal Peak Road Project – 2021-2022 Capital
Improvement Project; Fund: Utilities; Division:
Supply & Distribution; Project 2299WS1705;
Vendor: Shaw Engineering, Ltd., in the amount of
\$58,300.00 plus \$5,000.00 for Contingencies.

February 9, 2022

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 Professional Services Agreement
- B – Request for Proposals
- C – CIP Data Sheet

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This 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 **Shaw Engineering, Ltd.**, a domestic corporation, with its principal place of business at 20 Vine Street, 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 services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing engineering design 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 engineering design services for the following project:

WATERMAIN REPLACEMENT – CRYSTAL PEAK ("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 the Project design services 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 February 28, 2022 to February 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 those listed in Exhibit A as Project Manager and Project Team.

3.2.5 District's Representative. The District hereby designates Kate Nelson, P.E., IVGID Engineering Manager, 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 Cody Black, P.E., Principal Engineer, 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 warrants 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*: [\$2,000,000-\$5,000,000] 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*: [\$1,000,000-\$3,000,000] 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-\$5,000,000] 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 B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **Fifty-Eight Thousand Three Hundred Dollars (\$58,300.00)** without written approval of District's Engineering 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 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 rlr@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) 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 under Exhibit B, or otherwise in writing by the District.

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
1220 Sweetwater Road
Incline Village, NV 89451
Attn: Ronnie Rector

Consultant

Shaw Engineering, Ltd.
20 Vine Street
Reno, NV 89503
Attn: Cody Black

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. 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 warrants 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 warrants 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.

[Signatures on Following Page]

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

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

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

Date

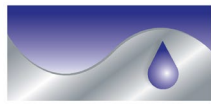
CONTRACTOR:
SHAW ENGINEERING, LTD.
Agreed to:

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

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



February 3, 2022

Kate Nelson, P.E.
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451

**Re: Proposal for Engineering Services for the
Watermain Replacement – Crystal Peak Project**

Dear Ms. Nelson:

Shaw Engineering (Shaw) is pleased to submit our response to the Request for Proposals (RFP) dated January 13, 2022 to provide professional engineering services for the Watermain Replacement – Crystal Peak Project.

Scope of Work

Shaw understands Incline Village General Improvement District (IVGID) is seeking a range of professional engineering and land surveying services for replacement of 2,250 lineal feet (LF) of 6-inch steel water main with a new 8-inch water main. As described in the RFP we understand the general scope of work will include:

- Field Surveying and Mapping
- Permit and construction level design plans and specifications
- Engineer's opinion of probable construction costs
- Permitting
- Bidding support
- General project management and coordination

The specific tasks and deliverables are more specifically described as follows:

Task 1 - Surveying and Base Mapping

Shaw will coordinate with Summit Engineering to provide a complete topographic map for the water main replacement limits. Summit Engineering will compile existing mapped utilities from IVGID and coordinate USA locates for the limits of the project. Once initial electronic data is gathered, a combination of conventional (total station) and GPS field surveying will be completed. During the field surveying, all marked utilities will be collected and all water and sewer infrastructure will be located and collected. The field survey crews will collect locations for major appurtenances such as large buried vaults, water meters, fire hydrants, etc. and will also utilize metal detectors and other utility investigations to provide an accurate map of all buried and overhead utilities for the corridor. Roadway drainage infrastructure, trees and vegetated areas within the corridor will also be collected to ensure all relevant background data is gathered for developing complete construction storm water best management practices (BMP) plans. Once the complete survey base map is provided from Summit, Shaw

will conduct an additional round of field investigations to provide a level of quality control to the survey base map and ensure all critical utilities and features are properly located on the topo mapping. The topo mapping will also be provided to IVGID staff at these intervals for review and comment, as required.

Task 2 - 30% Design Submittal

In order to provide an efficient design of the water main replacement, Shaw will provide a 30% design submittal to IVGID. The 30% design submittal will identify the extents of the water main replacement as well as confirm tie-in points and lines identified for abandonment. The design submittal will allow the new water main alignment to be vetted by IVGID staff and allow for a collaborative discussion regarding maintaining water service during the majority of construction and limiting disruptions to water service to customers. Confirmation of water lateral, water meter and water meter box replacement will also be reviewed during this phase. All comments on the alignment review and 30% design plans will be reviewed with IVGID staff for additional clarifications, as required. The 30% design will also review any sensitive areas or other BMP/drainage concerns as well as provide an initial opinion of probable construction costs for the overall project. Any utility conflicts or potential locations, where additional subsurface exploration may be necessary, will be reviewed with IVGID staff and potholing will be coordinated with IVGID (potholing, if required, is assumed to be completed by others).

Task 3 - 75% Design Submittal

All comments from the 30% design submittal will be updated and initial/draft plan and profile drawings developed for the 75% design submittal. The submittal will show the final alignment, incorporate required IVGID standard details, verify overall limits of construction and disturbances and identify sewer and dry utility conflicts. Tie-in locations, fire hydrant locations and service reconnection methods will also be provided with the 75% plans. Updated engineer's opinion of probable construction cost and 75% draft design drawings will be provided to IVGID for review.

Task 4 - 90% Design Submittal

This task will incorporate all IVGID comments on the 75% design submittal. This submittal will contain complete plan and profile drawings, BMP plans, staging and material storage areas, pavement limits, overall traffic control requirements/limits, water meter/service tie-over details, air valve(s), planned pavement replacement limits and shut-down and tie-over plans.

During water main replacements with active services, the shut-down and tie-over plan is often a more critical design element than the new water main design. This section of Crystal Peak appears to have 14 or more service connections being served off of the existing 6-inch steel main. Rather than relying on the contractor to develop a shutdown and tie-over plan, we have discovered a more thorough and successful plan for these activities can be developed during the water main design phase. The general approach for the water main tie-over will depend on whether water meters and laterals are being replaced, however the tie-over plan will include temporary reconnection and tie-over of existing water service lines to the new main followed by permanent service line replacement. This method of water service tie-over can usually allow for limited water service disruption to customers and customers typically will be able to begin using their water right away after tie-over and flushing is completed with no additional boil water order (BWO) or bacteriological sampling (Bac-T) delays.

Other critical elements of the 90% design submittal will be showing all utility crossings with any sewer or storm drain crossing mitigations identified in both plan and profile with specific mitigation measures meeting Nevada Division of Environmental Protection (NDEP) guidelines. Utility standard details, trench sections, air valve details, BMP plan with vegetation protection, material storage, and temporary pavement maintenance requirements, etc. will also be included with the 90% design submittal.

In addition to the design drawings, Shaw will coordinate technical specifications with IVGID staff. The technical specifications will be developed to cover all newly installed piping and appurtenances. The technical specifications will also include a bid item schedule and summary of work (also referred to as bid item clarifications) for each bid item. A final engineer's opinion of probable construction costs will also be provided with the 90% design submittal.

Task 5 - Permitting

For water line rehabilitation, permitting or other agency coordination will be required with Washoe County, Washoe County Health District (WCHD) and North Lake Tahoe Fire Protection District (NLTFPD). There may be other minor coordination with dry utility companies should any critical conflicts be identified, which may require utility company assistance or relocation before or during construction.

Washoe County permitting will be required due to the excavation and encroachment permit requirements of the County. The contractor who is awarded the project will need to pull the permit, however the 90% design drawings will be provided to the County for review and approval ahead of the encroachment permit. Any conditions from Washoe County or other comments on the design drawings will be incorporated and resubmitted, as necessary.

WCHD will also need to permit the water main replacement project. The 90% design drawings will be prepared for WCHD submittal along with the required technical specifications for the water line and appurtenances. A WCHD cover letter will be developed to accompany the submittal to provide a brief overview of the purpose of the project, the extents of the work being performed, the current system pressures (pressures to be provided by IVGID), fire flow requirements, and the overall impact on the water system. Shaw will prepare a WCHD submittal package for IVGID staff to submit due to restrictions on the WCHD permit intake process.

NLTFPD permitting will be provided at the early stages of the project. Once the alignment is reviewed with IVGID staff, existing and new fire hydrant locations will be provided on an overall project figure. The overall hydrant figure will be submitted to NLTFPD for approval of the proposed hydrant locations and written verification of the fire flow requirements for the project will be obtained. This fire approval will be supplied to WCHD as discussed above.

All permit fees are assumed to be paid directly by IVGID as identified in the RFP.

Task 6 - 100% Design Submittal

Following receipt of comments on the 90% design/permit plans from IVGID staff, Washoe County and WCHD, a final 100% "issued for bidding" plan set will be provided. Any required final edits to the technical specifications, construction estimate, bid schedule and bid item clarifications will also be completed. Shaw will compile/coordinate the technical specifications, bid schedule and bid item

clarifications into IVGID standard contract language and provisions. Any minor edits, if required, to IVGID contract language will be coordinated. The final bid package of plans and documents will be provided to IVGID staff for final review.

Task 7 - Bidding Support

Shaw will support IVGID staff during the bidding process. This task will assist with response to bidder requests for information (RFIs), review and assist with addenda and attend the pre-bid conference and bid opening. Following bid opening, Shaw will assist with review of bids submitted and provide a recommendation of award letter to be posted publicly to meet requirements of NRS 338 for notification of bid protest timelines.

Receipt of Addenda

This RFP acknowledges receipt of addenda as follows:

Addendum Number	Addendum Date
1	January 19, 2022
2	January 21, 2022

Project Manager & Project Team

Since 1981 Shaw Engineering has been focused on providing quality services to utilities throughout Nevada. Projects, including drafting, modeling, day-to-day design, project coordination, etc. are completed by local highly experienced Principal and Senior Engineers with the assistance of excellent support staff. The focus of Shaw Engineering aligns well with the needs of the GID. With Cody Black, P.E. as the project manager, we have a dedicated staff ready to assist with this watermain replacement project, as well as other infrastructure challenges facing IVGID. From planning to hydraulic modeling, all the way through complete project delivery and construction management, we commit highly qualified personnel to assist with the varying needs of the GID. Our dedicated staff available is listed below. In addition, we have multiple technicians, inspectors and subconsultants to efficiently adapt to any project requirements.

Name	Title	Years of Experience
Cody Black, P.E.	Principal Engineer	16
Paul Winkelman, P.E.	Principal Engineer	32
Steve Brigman, P.E.	Principal Engineer	32
Marc Belanger, P.E.	Senior Engineer	25
Nick O'Connor, P.E.	Staff Engineer II	6
Connor Farrell, E.I.	Staff Engineer I	5
Owen Wurgler, E.I.	Staff Engineer I	2
Tanner Brashler, E.I.	Staff Engineer I	3

These professionals are regularly completing design and project management for public water and wastewater systems throughout Nevada and Sierra California. We routinely provide services to entities such as Truckee Meadows Water Authority, Sun Valley General Improvement District, City of Lovelock, City of Fernley, Churchill County, Squaw Valley Mutual Water Company, Nevada Department of Wildlife,

Weed Heights Utilities, Washoe County School District, Washoe County Community Services, City of Winnemucca and just to name a few. This background provides Shaw a unique ability to understand the needs of IVGID.

Project Experience

We understand IVGID requires experienced design engineers to efficiently manage their capital improvement projects, such as the Watermain Replacement - Crystal Peak Project. Shaw's team routinely designs new water systems from the ground up as well as rehabilitates aging water systems and rehabilitation projects such as the Crystal Peak Project aligns well with our capabilities as a firm. Furthermore, we have excellent working relationships with Washoe County Health District, Washoe County Community Services Department (CSD), NDEP Bureau of Safe Drinking Water and other regulatory agencies in the area. A few of our most recent water system projects are listed below:

Sun Valley GID (SVGID) – Desert Skies Middle School Offsite Utility Project

(Construction Cost: \$2,188,000)

Design and Construction of new offsite 12-inch potable water transmission main for fire flow and potable water service for new WCSD middle school site and new offsite 15-inch sewer collection main:

- 3,980 LF of 12-inch potable PVC pipe and appurtenances
- 3,876 LF of 15-inch SDR-35 sewer pipe and manholes
- multiple system tie-ins via Hot Tap and valve cut in assemblies
- Hydraulic modeling
- roadway repair
- Washoe County Health District and Washoe County CSD permitting
- SVGID/WCSD joint funding

Complete project construction management and inspection.

Reference: SVGID, Chris Melton, Public Works Director – (775) 673-2253, cmelton@svgid.com

Truckee Meadows Water Authority (TMWA) – Verdi and Boomtown System Expansion

(Construction Cost: \$4,024,000)

Design and construction of 6,581 LF of 18-inch and 16-inch ductile iron potable water transmission main and dual 1,100 gallon per minute submersible booster pump station

- Relocation of 750 LF of Verdi Meadows Utility Company potable water 6-inch PVC main to accommodate TMWA watermain install
- NDOT permitting, Washoe County Engineering permitting, Washoe County Health District permitting and City of Reno permitting
- UPRR permitting for jack and bore under UPRR ROW
- ARVs and Fire Hydrant installs
- road repairs
- TMWA CIP and NDEP SRF funding

Complete project construction management.

Reference: TMWA, Scott Estes, P.E., Director of Engineering – (775) 834-8033, sestest@tmwa.com

Squaw Valley Mutual Water Company (SVMWC) – USDA Water Main Rehabilitation Projects (multi-phase)

(Construction Cost: \$6,500,000)

Multiple phases of design and construction of capital improvement projects replacing aged 6-inch asbestos cement pipe with new potable water 8-inch PVC pipe:

- 6,000+ LF of 8-inch PVC pipe and appurtenances
- 282- new meter installs and water service reconnects
- ARVs and Fire Hydrant installs

- road repairs • USDA funding including PER phase of obtaining funding • Hydraulic modeling • Varying pipe pressure classes • Complete project construction management and inspections.

Reference: SVMWC, John Johnson, President - (925) 260-1555, john@rjgordonconstruction.com

Nevada Department of Wildlife (NDOW) – Well H1 Equip and Water Transmission Main
(Construction Cost: \$456,789)

Design and construction of new hatchery water transmission main and Well H1 pump equipping and discharge piping: • 1,850 LF of 10-inch and 12-inch PVC water main and appurtenances • 12-inch on 12-inch Hot Tap • Hydraulic modeling of hatchery well system • Nevada Public Works Division Permitting • NDOW grant funding • Complete project construction management and field observations.

Reference: NDOW, Rodd Lighthouse, P.E., Supervising Professional Engineer – (775) 688-1586, rlighthouse@ndow.org

City of Fernley – Water Master Plan and Ongoing Water and Sewer System Modeling
(Consulting fee varies)

Completion of Water and Sewer Master Plans detailing existing system infrastructure and recommendations for system upgrades based on growth type and rate. System Modeling and maintenance for Capital Improvement Projects and incoming developments to determine required public improvements. Complete GIS based hydraulic modeling for water and sewer systems utilizing InfoWater Pro and InfoSWMM.

Reference: City of Fernley, Derek Starkey, P.E., City Engineer – (775) 784-9918, dstarkey@cityoffernley.org

Esmeralda County – Goldfield Town Transmission Main Project
(Construction Cost: \$3,454,000)

Construction of a new potable water transmission main between Klondike Well 1 and Booster Pump Station #2 consisting of: • 45,000 LF of 6-inch PVC pipe and appurtenances • BLM permitting • Hydraulic modeling • Varying pipe pressure classes • USDA funding including PER phase for obtaining funding • Complete project construction management and inspections.

Reference: Mike Anderson, Esmeralda County – (775) 485-3493, escopw@gmail.com

Esmeralda County – Silver Peak Phase 2 Water System Improvements
(Construction Cost: \$362,370)

- Complete replacement of over 54 service connections • Remove and replace 9 fire hydrants • Remove and replace aged fittings • Air valve replacements • Gate valve replacements • Asphalt repairs • SRF funding • Complete project construction management and inspections.

Reference: Mike Anderson, Esmeralda County – (775) 485-3493, escopw@gmail.com

City of Lovelock - Paiute Tribe Water & Sewer Improvement Project
(Construction Cost: \$2,169,700)

Design and construction of 3,314 LF of 8-inch and 10-inch sewer collection mains and manholes and project management for over 5,000 LF water main rehabilitation including hydrants and appurtenances

- water meter service connections and sewer lateral connections
- Partial roadway reconstruction
- USDA funding
- Complete water and sewer project construction management (water design by others).

Reference: City of Lovelock, Mike Giles, Mayor – (775) 273-2356, mdgiles@sbcglobal.net

Miscellaneous Water Planning Projects
(Consulting fee varies)

An ongoing part of the infrastructure projects we design is the thorough planning and analysis which goes into the projects on the front end. A few of our most recent planning assignments are:

- City of Fernley Water and Sewer Master Plan Updates and discovery modeling for dozens of residential, commercial and industrial projects.
- Sun Valley General Improvement District Water Master Plan Update.
- Golconda General Improvement District Spring Water System Rehabilitation Planning and Funding Application Support.
- Topaz Ranch General Improvement District Preliminary Engineering Report for a new well source and system rehabilitation projects.
- Churchill County Water and Sewer Master Plan Updates.
- Churchill County Preliminary Engineering Report for a new well source.

Shaw provides engineering services for numerous other water systems including feasibility studies, engineering reports for new wells, new public water systems and water treatment facilities. Shaw has also routinely completed hundreds of BMP projects throughout the Tahoe Basin and is familiar with all TRPA expectations, which will provide enhanced services to the GID to maintain the requirements of the MOU with TRPA. Recent TRPA/BMP projects include dozens of lakefront residential and commercial BMP retrofits and new construction as well as utility undergrounding on Lakeshore Blvd, Debra Lane and Vivian Lane.

All of the above assignments were completed in compliance with the requirements of NDEP Bureau of Safe Drinking Water, Washoe County Health District and other funding and regulatory oversight entities.


Additional References

- Churchill County, Chris Spross, Director of Public Works
(775) 423-7627, cspross@churchillcountynv.gov (SRF Projects)
- Herlong Public Utility District, Sandy Raffelson
(530) 827-3150, sandy@herlongpud.com (USDA Projects)
- Pershing County School District, Tom Donaldson, Operations Director
(775) 273-2668, tdonaldson@pershing.k12.nv.us (PCSD Capital Improvement Projects)
- Washoe County School District, Eddy Chacon, Assistant Director of Planning/Design
(775) 789-3819, jchacon@washoeschools.net (WCSD Capital Improvement Projects)

If you have any questions, please call the office anytime or you can reach me on my mobile phone at (775) 412-2086.

Sincerely,

SHAW ENGINEERING



Cody Black, P.E.
Principal Engineer



February 3, 2022

Kate Nelson, P.E.
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451

Re: **Fee Estimate**
Watermain Replacement RFP – Crystal Peak Project

Dear Ms. Nelson:

In accordance with the request for proposal for the Water Main Replacement – Crystal Peak Project, a fee estimate has been provided below. This fee estimate has been developed based on the Scope of Work in the RFP response letter from Shaw Engineering dated January 28, 2022.

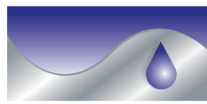
Task 1 Surveying and Basemapping	\$13,000.00
Task 2 30% Design Submittal	\$3,700.00
Task 3 75% Design Submittal	\$16,000.00
Task 4 90% Design Submittal	\$12,000.00
Task 5 Permitting	\$4,500.00
Task 6 100% Design Submittal	\$6,800.00
<u>Task 7 Bidding Support</u>	<u>\$2,300.00</u>
Total	\$58,300.00

All fees will be billed monthly based on actual time and materials per the attached fee schedule.

If you have any questions, please call or email anytime.

Sincerely,
SHAW ENGINEERING

Cody Black, P.E.
Principal Engineer



2022 FEE SCHEDULE

PROFESSIONAL

Principal	\$180.00/hr
Project Manager	\$160.00/hr
Senior Engineer	\$150.00/hr
Professional Engineer II	\$140.00/hr
Professional Engineer I	\$120.00/hr
Staff Engineer II	\$110.00/hr
Staff Engineer I	\$100.00/hr
Expert Testimony	
Consultations	\$250.00/hr
Reports/Preparations	\$500.00/hr
Trial/Depositions	\$750.00/hr (4 hr.Min.)

TECHNICAL

Engineering Technician	\$ 95.00/hr
Planning Technician	\$ 85.00/hr
Drafting/Technician II	\$ 85.00/hr
Drafting/Technician I	\$ 75.00/hr
Construction Inspector II	\$100.00/hr
Construction Inspector I	\$ 90.00/hr

ADMINISTRATIVE

Office Administrator	\$ 75.00/hr
Administrative Assistant II	\$ 65.00/hr
Administrative Assistant I	\$ 55.00/hr

OTHER

Subconsultants	Cost + 15%
Mileage	\$0.85/mile
Per Diem	\$150.00/day
Expenses	At Cost

The cost for office equipment, office supplies, hardware and software utilized during a Project is included in the fee schedule. Per Diem applies to Construction Inspectors that are required to spend one night or more on the Project.

January 13, 2022

REQUEST FOR PROPOSALS

SUBJECT: Request for Proposals (RFP) for Professional Engineering Services for the Watermain Replacement – Crystal Peak Project

The Incline Village General Improvement District (IVGID) is requesting proposals for professional engineering services related to the preparation of design, permitting and specifications for the Watermain Replacement – Crystal Peak Project (Project).

BACKGROUND/SYSTEM DESCRIPTION

The Project is a continuation of the multi-year program to replace 1960's era thin-wall steel watermains and other deficient watermains. Replacement criteria is twofold: replace those watermains with the most leaks and in streets with aging pavement. Since our water loss is now less than 6%, our main objective is to work closely with the Washoe County Road Department to replace watermains just prior to the County's repaving the street. We are also working closely with the North Lake Tahoe Fire Protection District to determine areas of low fire flow, which may indicate a need for increased capacity in that area.

There is approximately six (6) miles of old steel watermains remaining in the system. Our watermain replacement strategy involves meeting with Washoe County prior to each budget year and jointly agreeing on streets to be paved and watermains to be replaced. Our overall goal is to replace deficient watermains to keep our unaccounted for water loss to under 6% and to avoid costly pavement patch penalties imposed by Washoe County. The original watermains installed in much of Incline Village in the 1960's were thin-walled steel. These pipes are now failing repeatedly and need replacement.

PROJECT DESCRIPTION

The Project is located on Crystal Peak Road and consists of replacing the old 6" diameter steel pipe with new 8" diameter pipe. The length is approximately 2,250 LF. There may be a need to add more fire hydrants per current codes as well as an ARV.

The Project consists of completing design, permitting, approvals, specifications, bid documents, and bid support necessary to get the construction of the Project under contract and begin construction.

INFORMATION AVAILABLE

Attached to this RFP are digital copies of the following documents:

1. Current GIS Data (in PDF format)
2. Plan & Profile of Lakeview Subdivision (scanned to Microfiche)
3. TRPA MOU

SCOPE OF WORK

The scope of work for this Project includes the following tasks:

- Field Survey and Mapping – The Consultant shall be responsible for field surveying and mapping completed to provide sufficient detail for the watermain design.
- Permitting – The Consultant shall be responsible for applying for and obtaining all necessary permits and approvals required to construct the Project. It shall be the Consultant’s responsibility to determine which permits and approvals are required. IVGID will pay all required application and permit fees or deposits.
- Construction Documents (Plans, Specifications, Estimates, Bid Forms) – Consultant shall be responsible for preparing all construction plans and specifications complete for construction and suitable for public contracting and bidding. The plans and specifications shall be prepared in conformance with IVGID standards where applicable and shall incorporate the IVGID’s standard contract language and provisions. Progress submittals shall be supplied for IVGID review and comment at 75%, 90% and final completion. Each progress submittal shall include a detailed estimate of probable construction cost based on the submitted plans and specifications. This work will also involve various progress submittals to appropriate agencies. The Consultant will be responsible for addressing or responding to all received comments.
- Bidding Support – Consultant shall provide professional support during the bidding process to include answering questions, issuing clarifications, issuing bid addenda, and attendance at the pre-bid conference and bid opening. Additional support may be requested to assist IVGID in evaluating the submitted bids and the bidders’ qualifications and references.
- Construction services are not included in this scope of work.
- The District will be responsible for providing input from the District’s engineering staff to review Consultant work.

SCHEDULE

RFP Phase

Begin RFP Process	January 13, 2022
RFP Submittals Due	January 26, 2022
Notify Successful Firm	February 1, 2022
Successful Firm Cost Proposal Due	February 4, 2022
Complete Contract Negotiations	February 9, 2022

Design Phase

Begin Project Design	February 14, 2022
Design Submittal to Washoe County	March 14, 2022
Design Complete and Ready for Bidding	May 2, 2022
Anticipated Start of Construction	July 5, 2022

PROPOSAL FORMAT

1. **Scope of Work:** Provide a detailed Scope of Work summarizing all work tasks required to complete the Project as generally described above and as understood by the Consultant. The Consultant may propose tasks in any format or grouping they feel will best manage and accomplish the Project. Identify in the Scope of Work any key issues anticipated in completing the Project and summarize how the team will approach these. Include a summary of assumptions made in preparing the Scope of Work and/or proposed exclusions to the Scope of Work.
2. **Project Manager and Project Team:** Identify the Project Manager, key personnel, and any sub-consultants that will be responsible for completing the project. As appropriate, identify tasks or areas of work responsibilities for each member. Include information regarding their qualifications and experience applicable to the Project.
3. **Experience:** Include a list of projects completed by members of the project team over the last five years that are similar in scope and provide a brief description of the projects.
4. **References:** Provide contact information for at least three references from previous clients who are public agencies for which the firm has performed work similar to this Project.
5. **Consultant Fee:** Provide, **in a separate sealed envelope**, a not to exceed fee, broken down by task, for completing all work as described in the Proposal Scope of Work, including materials and outside services. Also provide a current fee schedule for engineering services as used to calculate the Consultant's fee. The consultant fee and fee schedule will serve as the basis for final negotiations of the Consultant Agreement for Professional Services.

SELECTION OF CONSULTANT

The proposals will be evaluated by a selection committee made up of three (3) IVIGD staff members.

Each proposal will be rated on:

- Completeness of the proposed Scope of Work and responsiveness to this Request for Proposals
- Qualifications and experience of Consultant's Team
- Specific experience of Consultant Team with projects of the same nature.
- References

- Cost (may be considered if no clear decision is reached after consideration of the Technical Proposal)

IVGID'S STANDARD AGREEMENT FOR PROFESSIONAL SERVICES (CONTRACT)

Attached to this RFP is a copy of the IVGID's standard Agreement for Professional Services (Contract) used for consulting engineering services. Please review this contract, including the insurance requirements, carefully before you spend time on preparing a proposal for this project. IVGID will consider minor revisions to the contract subject to the review and approval of the IVGID's legal counsel and the District Engineer. A summary of proposed revisions to the standard form contract should be included in the consultant's Proposal.

SUMMARY

IVGID reserves the right to reject any or all proposals, to waive defects and informalities, and to accept any proposal.

Submit three (3) copies of the proposal in a sealed envelope by 2:00 p.m. on **January 26, 2022**. The proposals shall be labeled "Watermain Replacement – Crystal Peak and addressed to:

Kate Nelson, P.E.
Incline Village General Improvement District
1220 Sweetwater Rd.
Incline Village, NV 89451
775.832.1203
ksn@ivgid.org

If you should have any questions, please contact me directly. Thank you for your interest and we look forward to hearing from you.

Sincerely,



Kate Nelson, P.E.
Engineering Manager

Enclosures: IVGID's standard Agreement for Professional Services
Digital Copy of Available Data

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This 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 [__INSERT NAME OF CONSULTANT__], a [__INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY__] with its principal place of business at [__INSERT ADDRESS__] (“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 services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [__INSERT TYPE OF SERVICES__] 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 services for the following project:

WATERMAIN REPLACEMENT – CRYSTAL PEAK PROJECT ("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 the [INSERT BRIEF DESCRIPTION OF SERVICES TO BE PERFORMED] services 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 [INSERT START DATE] to [INSERT ENDING DATE], 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.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within 96 Calendar Days. 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: [\[INSERT NAME OF KEY PERSONNEL\]](#).

3.2.5 District's Representative. The District hereby designates [\[INSERT NAME OR TITLE\]](#), or his 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 [INSERT NAME], or his or her 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 warrants 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*: \$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*: \$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 B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed [__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__]) without written approval of District's [__INSERT TITLE__]. 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 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 Ronnie_Rector@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each

invoice submitted. District shall, within forty-five (45) 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 under Exhibit B, or otherwise in writing by the District.

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: **[INSERT NAME]**

Consultant

[__ INSERT NAME __]
[__ INSERT ADDRESS __]
[__ INSERT ADDRESS __]
Attn: **[__ INSERT NAME __]**

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. 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 warrants 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 warrants 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.

[Signatures on Following Page]

**SIGNATURE PAGE
TO
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

**INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT**

[INSERT CONSULTANT'S NAME]

By: _____

By: _____

**[INSERT NAME]
[INSERT TITLE]**

Dated: _____

Dated: _____

Attest:

By: _____

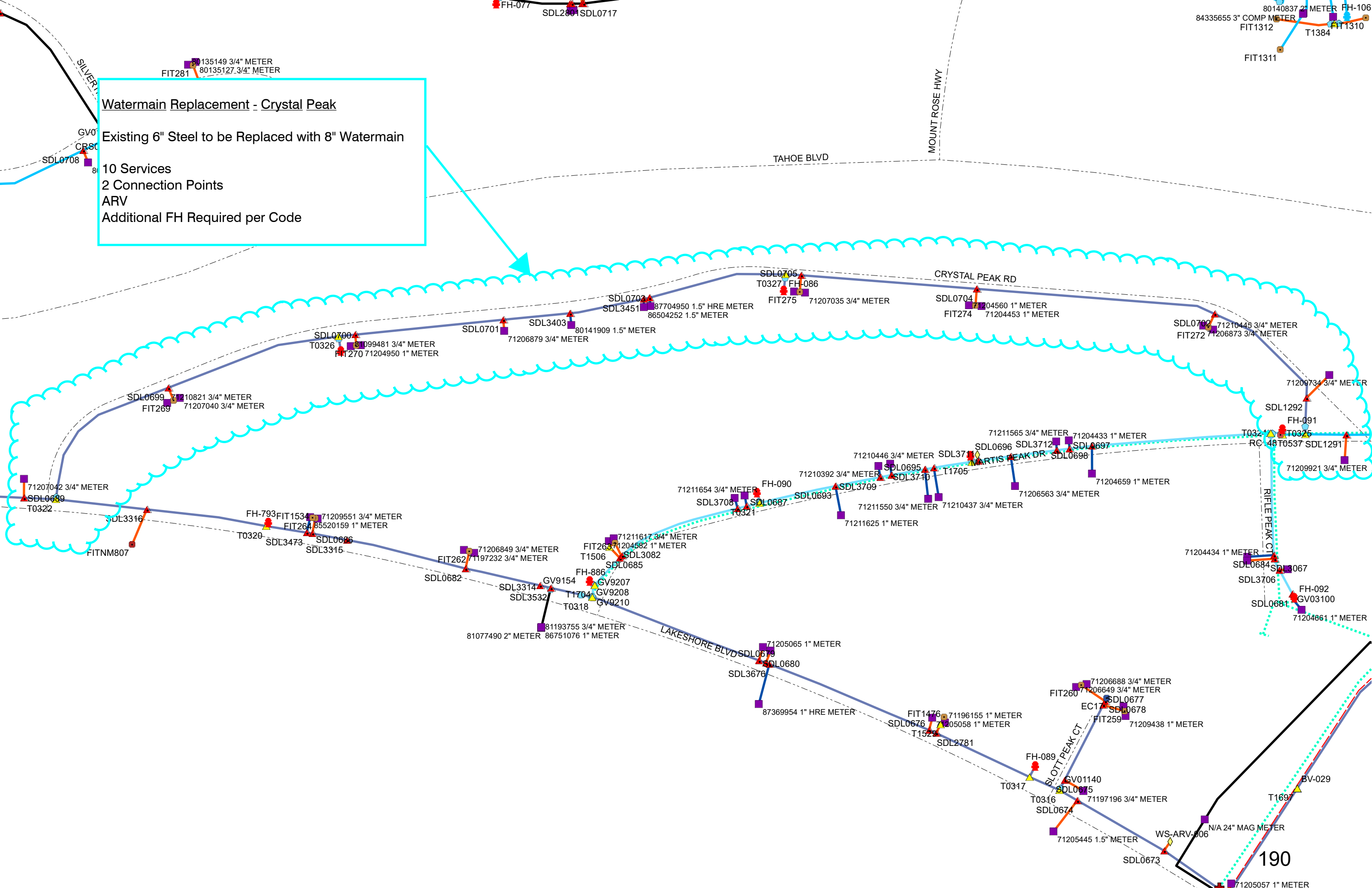
**[INSERT NAME]
[INSERT TITLE]**

Dated: _____

Watermain Replacement - Crystal Peak

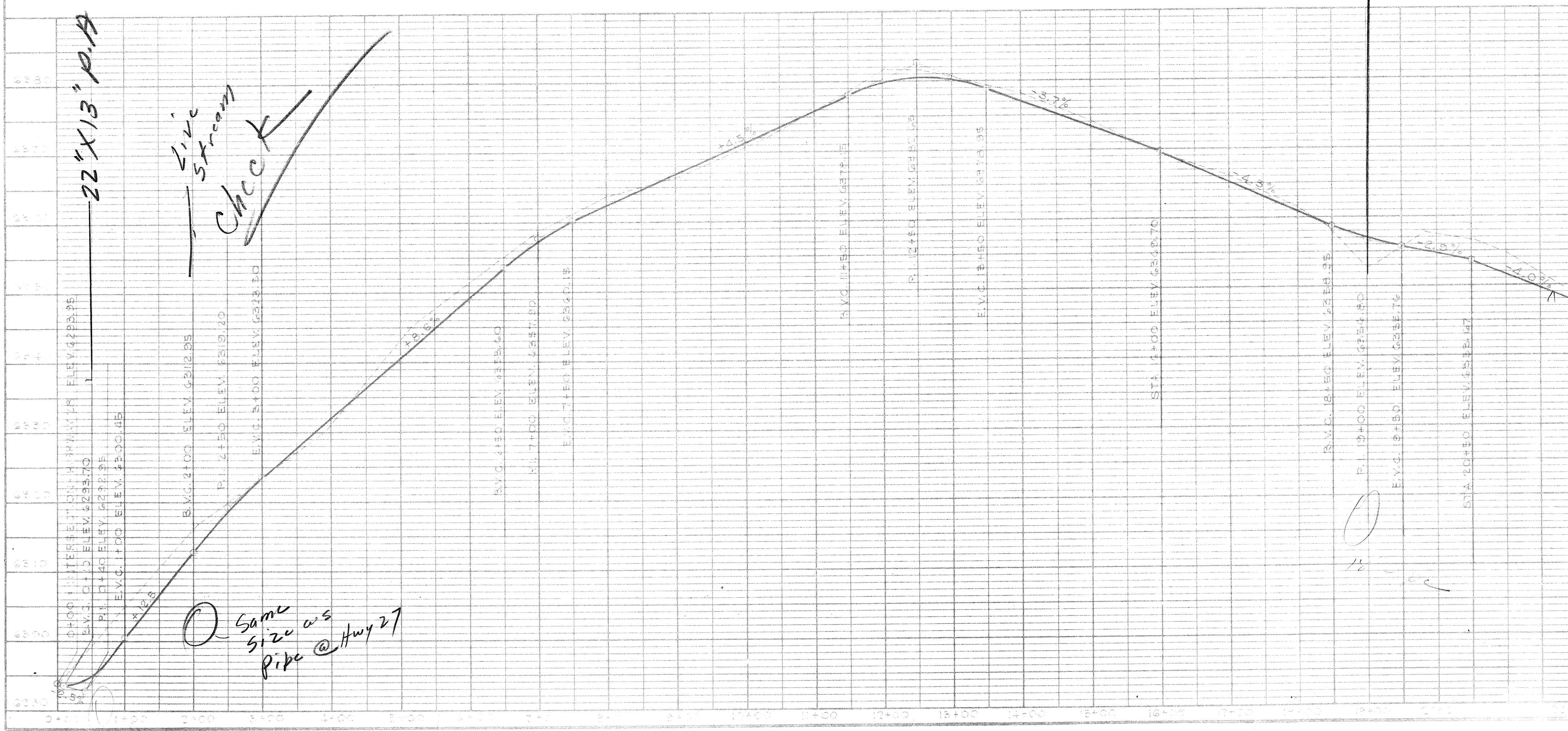
Existing 6" Steel to be Replaced with 8" Watermain

- 10 Services
- 2 Connection Points
- ARV
- Additional FH Required per Code



DATE	
BY	
APPROVED	
NOTE BOOK	
NO.	

DATE	
BY	
APPROVED	
NOTE BOOK	
NO.	



22" x 13" P.A. 100' long

Live Stream Check

Same size as Pipe @ Hwy 27

24" x 40' long

18" x 40' long

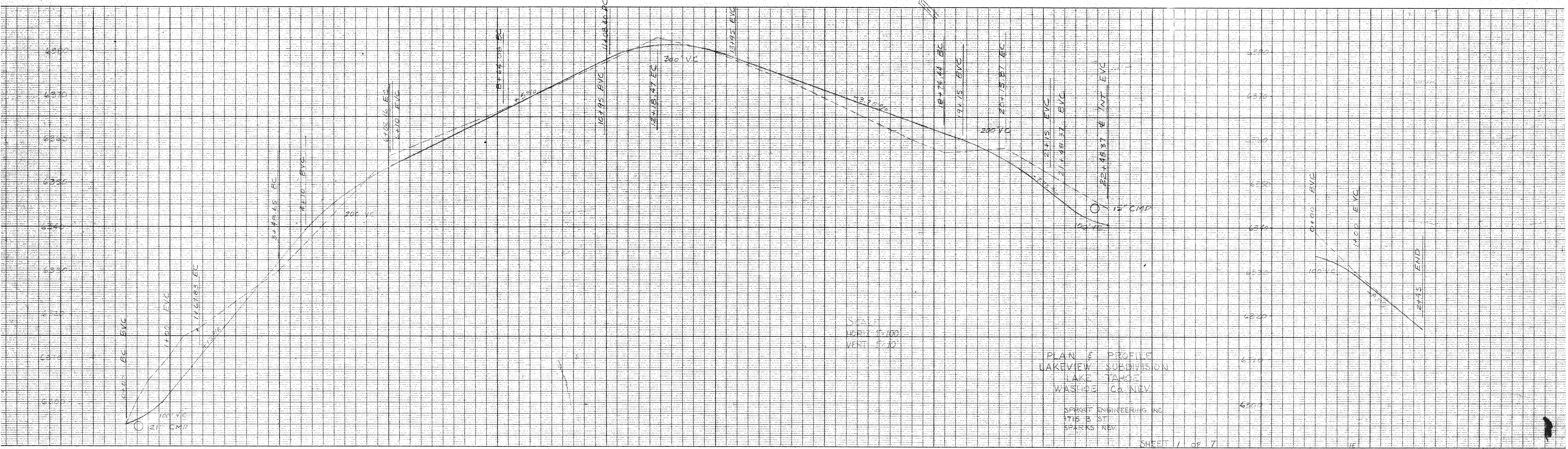
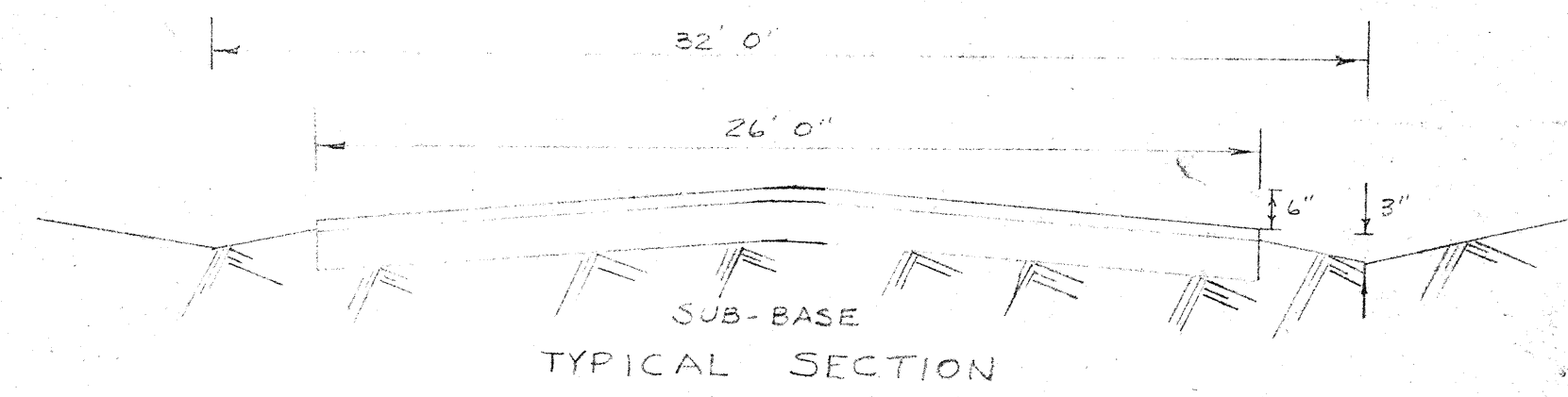
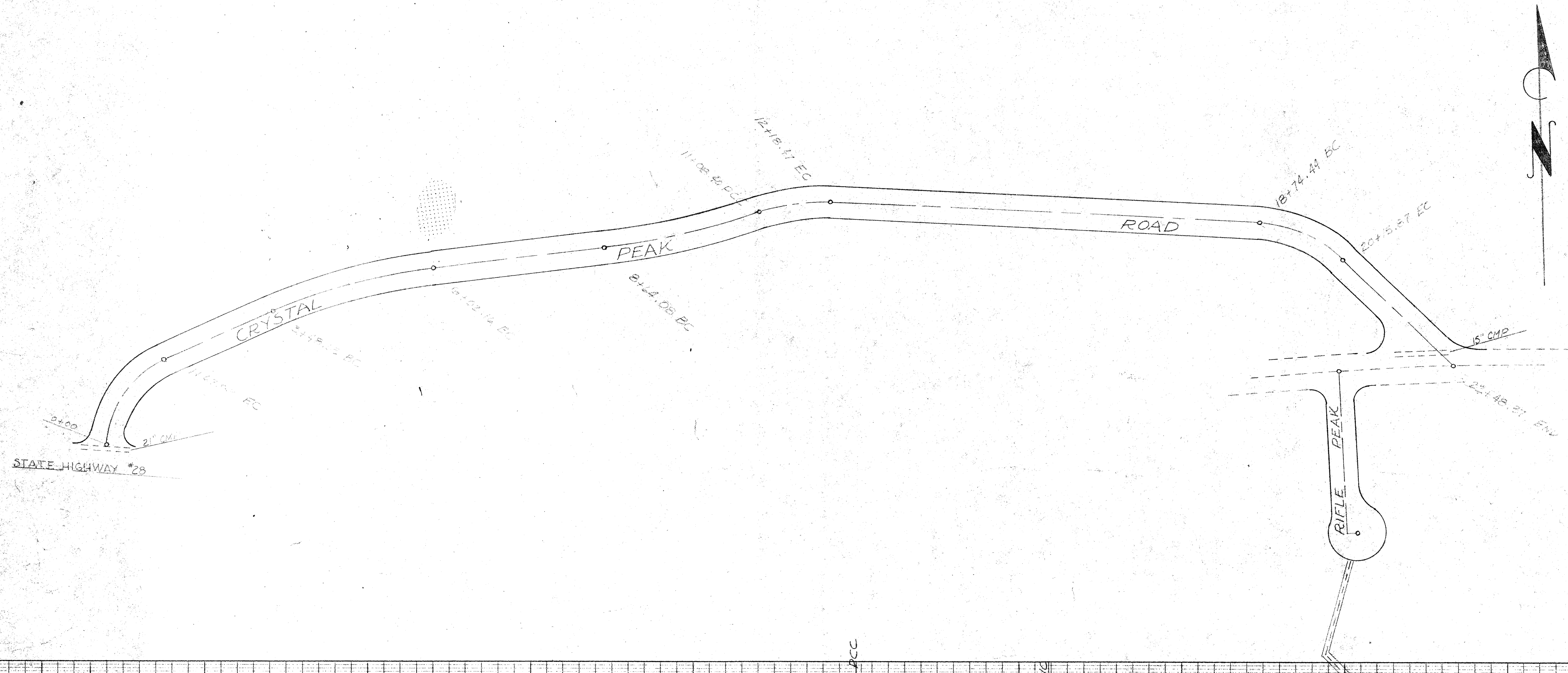
NO.	DATE	REVISIONS	BY	APPR

ST. MAURICE · HELMKAMP · MUSSER
 518 12TH STREET
 MARYSVILLE, CALIF.

CRYSTAL BAY DEVELOPMENT CO.
 LAKEVIEW SUBDIVISION
 STREET PLAN AND PROFILE
 (CRYSTAL PEAK ROAD)

JOB NO.	DRAWING NUMBER	DATE	SHEET
	AA-015		6 OF 9

PLATE 1 - PLAN PROFILE 1 A S
CLEARPRINT PAPER CO. 5/1/04



PLAN & PROFILE
LAKEVIEW SUBDIVISION
LAKE TAHOE
WASHINGTON Co. NEV.

SPROST ENGINEERING INC
1715 B ST
SPARKS NEV.

SHEET 1 OF 7

APPENDIX K

MEMORANDUM OF UNDERSTANDING BETWEEN
TAHOE REGIONAL PLANNING AGENCY AND
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

JANUARY 1991

This Memorandum of Understanding is entered into this 29th day of January, 1991, by and between the TAHOE REGIONAL PLANNING AGENCY (TRPA), through its Executive Director as authorized by the Governing Board, and the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID), by and through its General Manager.

All activities described in this Memorandum of Understanding (MOU) shall be in accordance with the Regional Plan package of TRPA as adopted by Ordinance No. 87-9, as amended from time to time. Activities exempt under this MOU shall not result in the creation of additional land coverage, relocation of existing coverage, or an increase in vehicle trips in excess of that otherwise exempt pursuant to Subsection 4.3.B of the TRPA Code. All activities undertaken by the IVGID pursuant to this MOU shall comply with applicable Best Management Practices (BMPs), and all provisions of the TRPA Code of Ordinances (Code), as it may be amended from time to time, except for the procedural provisions replaced by this MOU, and such guidelines as may be adopted by TRPA.

I. EXEMPT ACTIVITIES

The following activities of IVGID, in addition to those exempt pursuant to Section 4.2. of the TRPA Code, are not subject to review and approval by TRPA provided any related excavation or backfilling work does not exceed 10 cubic yards (unless modified below), occurs during the grading season (May 1 to October 15) in land capability districts 4 through 7 and/or within an existing paved area, and the site is stabilized and revegetated within 72 hours to prevent erosion.

A. WATER SUPPLY ACTIVITIES

1. Repair and replacement of existing waterworks equipment such as pumps, valves, motors, compressors, generators, electrical systems, control systems, alarm systems, fire hydrants, pipes, screens, wells, water meters, service connections, service boxes, water tanks, and treatment facilities provided there is no increase in size or capacity and the replacement facilities are similar in type and function.
2. Install new service connections for TRPA-approved projects.
3. Prune vegetation around water facilities and within easement areas provided no plants are removed.
4. Install new valves and fire hydrants along existing water lines within existing roadways and easements provided there is no increase in capacity.
5. Locate existing underground lines and appurtenances.
6. Install observation wells for groundwater monitoring, soil

investigation, or pilot hole investigation.

7. Patch, seal, overlay and stripe existing paved surfaces.

B. WASTEWATER COLLECTION ACTIVITIES

1. Repair and replace wastewater collection system related equipment such as pumps, valves, motors, compressors, generators, electrical systems, control systems, alarm systems, pipes, service connections, odor control facilities, pumping stations, meters, and wet wells provided there is no increase in size or capacity and replacement facilities are similar in type and function.
2. Grouting, sealing and pressure testing of sewer lines, service laterals, and appurtenances.
3. Prune vegetation around existing sewer facilities and within easement areas involving no removal of plants.
4. Locate underground lines and manholes.
5. Install new service lines and connections for TRPA-approved projects.
6. Patch, seal, overlay and stripe existing paved surfaces.

C. RECREATION ACTIVITIES

1. Repair and replace existing accessory structures associated with public recreation facilities such as picnic tables, playground equipment, barbeques, bicycle and pedestrian trail auto barriers and bollards.
2. Clean existing trails and related drainage facilities.
3. Repair, restore and maintain existing earthen in-fields.
4. Patch, seal, overlay, and stripe existing paved surfaces.
5. Landscape and revegetate with TRPA-approved species including installation, repair and replacement of irrigation systems.
6. Annual replacement of sand in existing playground areas.
7. Pruning of vegetation to maintain adequate site distance, removal of hazardous limbs, and maintaining two foot shoulder clearance on bike, golf cart and pedestrian trails.

D. GOLF COURSE ACTIVITIES

1. Those activities listed under Section C, Recreation Activities.
2. Repair and replace existing accessory structures such as auto and

golf cart barriers, and golf course equipment such as benches, ball washers, and other related equipment.

3. Maintenance of sand in bunkers.

E. SKI AREA ACTIVITIES

1. Those activities listed under Section C, Recreation Activities.
2. Clean existing drainage facilities such as culverts and drop inlets.

F. SIGNS

1. Installation of roadside warning signs related to construction/maintenance activities or needed for safety purposes, provided signs are removed within 10 business days following completion of the activities, or within 10 business days of the removal of the safety hazard.

G. STRUCTURES

1. Demolition of structures provided the structure is not designated, or pending designation on the TRPA Historic Resource Map, as amended from time to time.
2. Structural repair or remodeling less than \$5,000 per year which does not result in an increase in the dimensions of a structure (including height), a change of use, an increase in commercial floor area, or an increase in density.

H. EROSION CONTROL AND RESTORATION ACTIVITIES

1. Installation of erosion control devices such as:
 - a. Sediment basins not exceeding 150 square feet in size.
 - b. Swales
 - c. Rock slope protection not visible from any TRPA-designated scenic roadway or shorezone unit, class I bike paths, or recreation area.
 - d. Rock-lined ditches.
 - e. Willow wattling.
 - f. Access barriers, i.e., bollards and split-rail fencing.
2. Restoration of disturbed areas of one acre or less provided scarification does not exceed 6" in depth and excavation and filling does not exceed 20 cubic yards.

I. BOAT LAUNCHING FACILITIES

1. Repair and replace existing pier decking, railings and steps provided no increase in height, width or length.
2. Annual boatramp maintenance consisting of concrete crack repairs and removal of obstructions providing no dredging occurs.

J. MISCELLANEOUS ACTIVITIES

1. Land surveys, corner recovery, remonumentation and land-line posting.
2. Use of portable instruments for research and monitoring of sewer and water systems, and park visitor use.

II. QUALIFIED EXEMPT ACTIVITIES

The following activities of IVGID are not subject to review and approval by TRPA, provided IVGID certifies, on a form provided by TRPA, that the activity does not result in the creation of additional land coverage or relocation of land coverage, excavation and backfilling does not exceed 25 cubic yards (unless modified below), occurs during the grading season (May 1 to October 15) in land capability districts 4-7 and/or within an existing paved area or compacted road shoulder, and the site is stabilized and revegetated within 72 hours to prevent erosion, and the activity is in conformance with the applicable provisions of the TRPA Code. The statement shall be filed with TRPA at least five working days before the activity commences. For those activities involving in excess of 25 cubic yards of excavation (as provided below), IVGID shall submit the statement to TRPA at least 30 days before the activity commences. The following activities are in addition to those activities deemed "Qualified Exempt" pursuant to Section 4.3 of the TRPA Code.

A. WATER SUPPLY ACTIVITIES

1. Replace existing water lines and service connections for a distance of not more than 2,000 lineal feet, provided all excavation is within an existing road right-of-way or easement, there is no increase in capacity (except when required to meet minimum fire safety standards and documentation from the applicable fire district is provided), there is no relocation of main lines outside of existing paved areas, compacted road shoulders, or land capability districts 4-7, the amount of excavation is the minimum necessary, and all stockpiling of spoil material is accomplished in accordance with TRPA BMPs.
2. Repair or replace existing water intake lines, vertical wells, horizontal wells, and infiltration galleries with facilities of similar type and function, and no increase in size or capacity.
3. Install new water lines for a distance of not more than 750 lineal feet to intertie existing facilities or extend service to TRPA-approved projects provided all excavation is within an existing road right-of-way, there is no increase in capacity, the amount of excavation is the minimum necessary, and all

stockpiling of spoil material is accomplished in accordance with TRPA BMPs.

B. WASTE WATER COLLECTION ACTIVITIES

1. Replace existing sewer lines, manholes, and service connections for a distance of not more than 750 lineal feet, provided all excavation is within an existing road right-of-way or easement, there is no increase in capacity, there is no relocation of main lines outside of paved areas, compacted road shoulders, or land capability districts 4-7, the amount of excavation is the minimum necessary, and all stockpiling of spoil material is accomplished in accordance with TRPA BMPs.
2. Install new sewer lines for a distance of not more than 750 lineal feet to intertie existing facilities or extend service to TRPA-approved projects provided all excavation is within an existing road right-of-way, there is no increase in capacity, the amount of excavation is the minimum necessary, and all stockpiling of spoil material is accomplished in accordance with TRPA BMPs.

C. RECREATION ACTIVITIES

1. Replacement of existing fences, provided there is no increase in height, and the fence is consistent with the TRPA Design Review Guidelines.
2. Tree removal for public health and safety pursuant to Section 71.4.E(2) of the TRPA Code.
3. Install directional and informational signs in IVGID-operated recreation areas, provided the signs are consistent with Section 26.6.A(2)(a), (b), and (c) of the TRPA Code, and an inventory of existing signage is completed prior to the installation of any new signs.

D. GOLF COURSE ACTIVITIES

1. Repair and replace irrigation system equipment such as pumps, valves, motors, controllers, pipes, connections, meters, and heads, provided there is no increase in size or capacity and replacement facilities are similar in type and function.
2. Those activities listed under Section C, Recreation Activities.

E. ROADS, TRAILS AND PARKING LOTS

1. Reconstruction, resurfacing or overlaying of existing pavement provided that BMPs are in place, including dust control measures.
2. Replacing existing bridge rails provided there is no increase in height, and there is no deterioration of scenic views.

3. Maintenance or repair of existing bridge structures provided there is no change in width or length of the existing structure.

F. EROSION CONTROL AND RESTORATION ACTIVITIES

1. Installation of retaining walls not exceeding 200 feet in length and 3 feet in height, provided that if located within a TRPA-designated scenic roadway or shoreline unit, the wall design is consistent with the TRPA Design Review Guidelines (Chapter 1, Section C(7) and Section 30.13.C(2) of the TRPA Code, and an inventory of existing retaining walls is completed prior to the installation of any new walls.
2. Restoration of disturbed areas not exceeding 2 acres, provided scarification does not exceed 6" in depth.

III. TREATMENT AND ACCOUNTING OF COVERAGE

It is understood by the IVGID and TRPA that the activities set forth herein may result in a requirement to mitigate existing excess coverage. Further, many of the activities involve removal of existing land coverage or restoration of disturbed lands.

Chapter 38 of the Code provides for the accounting, tracking, and banking of coverage in conjunction with Chapter 20. The IVGID shall report to the Executive Director of TRPA annually on the status of compliance with all excess coverage mitigation, coverage removal and restoration requirements as related to all activities undertaken pursuant to this MOU.

IV. LOSS OF EXEMPTION

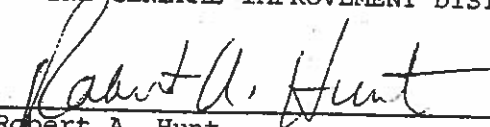
Any exempt activity set forth herein shall be considered a project requiring TRPA review if the Executive Director determines that, because of unusual circumstances, the activity may have a substantial effect on the land, air, water, space, or any other natural resource in the Region.

V. TERMINATION

This MOU may be terminated by either party upon sixty (60) days notice in writing.

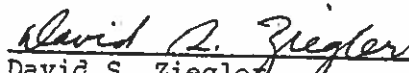
DATED: February 14, 1991

INCLINE GENERAL IMPROVEMENT DISTRICT


Robert A. Hunt
General Manager

TAHOE REGIONAL PLANNING AGENCY

DATED: January 29, 1991


David S. Ziegler
Executive Director

ADDENDUM NO. 1

Request for Proposals (RFP) for Professional Engineering Services for the Watermain Replacement – Crystal Peak Project

January 19, 2022

Owner

Incline Village G. I. D.
Public Works Department
1220 Sweetwater Road
Incline Village, Nevada 89451
775-832-1267

Engineer/Designer

tbc

PART 1 - GENERAL

1.1 SCOPE

This Addendum forms a portion of the Request for Proposal and modifies the document as described below.

1.2 ACKNOWLEDGMENT

Acknowledge receipt of this Addendum in the Section 1 Scope of Work description to be included in the completed and submitted Proposal documentation.

PART 2 - REVISIONS TO DOCUMENTS

2.1 INFORMATION AVAILABLE (RFP pg. 2)

DELETE TRPA MOU (date *Amended 1/23/91*); this version of the MOU has been revised and should not be considered in a Proposal submittal.

INSERT the TRPA MOU with the current version appended to this Addendum (date March 7, 2012)

2.2 SCHEDULE (RFP pg. 3)

DELETE Design Phase Schedule:

Begin Project Design	February 14, 2022
Design Submittal to Washoe County	March 14, 2022
Design Complete and Ready for Bidding	May 2, 2022
Anticipated Start of Construction	July 5, 2022

INSERT Revised Design Phase Schedule as follows:

Begin Project Design	March 30, 2022
Design Submittal to Washoe County	August 1, 2022
Design Complete and Ready for Bidding	December 16, 2022
Anticipated Start of Construction	May 1, 2023

2.3 SELECTION OF CONSULTANT (RFP pgs. 3-4)

DELETE the fifth bullet point from the proposal rating criteria on page 4 of 4 of the RFP:

- *“Cost (may be considered if no clear decision is reached after consideration of the Technical Proposal*

END OF ADDENDUM 1



Mail

PO Box 5310
Stateline, NV 89449-5310

Location

128 Market Street
Stateline, NV 89449

Contact

Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org

March 7, 2012

To: Tahoe Basin Public Works Entities
From: Jae Hill, MOU Coordinator
Re: Standard Memorandum of Understanding for Public Works Entities

The Tahoe Regional Planning Agency (TRPA) is pleased to present our standard Memorandum of Understanding (MOU) for local public works entities to undertake certain exempt and qualified exempt projects without the need to apply for a TRPA permit. This partnership gives your agency much more flexibility in completing projects without the need for TRPA review, but also requires much more responsibility in independently maintaining the high standards of environmental protection that our unique region requires.

Attached is the MOU with two copies of the signature page, "Attachment A", signed by the TRPA Executive Director and fully executable by action of your governing authority. Please sign both of them, and return one copy to TRPA with the required MOU application fee, no later than April 18th. TRPA also requests you attend a meeting from 9am to 11am on April 18th at the TRPA Office to clarify any questions regarding the MOU text, discuss the responsibilities of all parties to the MOU, and to bring a list of your anticipated upcoming exempt and qualified exempt projects for review. Our goal is to have the process complete and any potential issues worked out so that all parties can begin work by the May 1st construction season. Should you have any questions regarding your MOU or projects related to it, please contact the appropriate staff member listed below.

MOU Content, Fees, and Reporting	Jae Hill	jhill@trpa.org	775.589.5274
Best Management Practices	Jessica Schwing	jscwhing@trpa.org	775.589.5264
Inspections	Steve Sweet	ssweet@trpa.org	775.589.5250

Thank you for your cooperation, and your interest in pursuing a new partnership with TRPA to better serve the public while better protecting our environment.

Sincerely,

Jae Hill
TRPA MOU Coordinator

MEMORANDUM OF UNDERSTANDING
for
PUBLIC WORKS PROVIDERS

This Memorandum of Understanding (MOU) is entered between the Tahoe Regional Planning Agency (TRPA) and the public works provider(s) listed in Attachment “A,” herein referred to as “MOU Partner.” TRPA’s authority to enter into this MOU with local governmental authorities rests in Article VI (m) of the TRPA Compact (Public Law 96-551) and Section 2.6 of the TRPA Code of Ordinances (“Code”). The authority of the MOU Partner to enter into this MOU is described in Attachment “A.” This MOU shall become part of the TRPA Code under Section 2.6 upon signing by TRPA and the MOU Partner.

PART 1 – GENERAL PROVISIONS

COMMON OBJECTIVES	TRPA and the MOU Partner (the “Parties”) have a common objective to wisely use and conserve the waters and resources in the Lake Tahoe Region, and enhance the effectiveness of government through the efficient implementation of the TRPA Regional Plan.
TERM OF AGREEMENT	This MOU is effective upon the signing of Attachment “A” by the Parties and shall remain in effect until terminated by either party following a 60-day notice in writing.
DEFINITION OF TERMS	Terms in this MOU shall be defined in accordance with the TRPA Code.
INTERPRETATION AND SEVERABILITY	The provisions of this MOU are subject to the interpretation and severability provisions of Section 1.6 of the TRPA Code.
DISTRIBUTION OF FUNCTIONS	Activities authorized by TRPA under this MOU are described in Attachment B (Table of Exempt (E) and Qualified Exempt (QE) Activities). These activities are designated as either “Exempt” or “Qualified Exempt.” Attachment B modifies the scope of Exempt and Qualified Exempt activities otherwise allowed in Section 2.3 of the TRPA Code. Activities that are not Exempt or Qualified Exempt are subject to the project review requirements of Section 2.2 of the Code and are subject to TRPA review and approval.
LOSS OF EXEMPTION	Any “exempt” or “qualified exempt” activity set forth herein shall be considered a “project” outside the scope and authorities granted under this MOU if the TRPA Executive Director, or his/her designee, determines that the activity may have a substantial effect on natural resources in the TRPA Region as defined in the TRPA Code.

COMMUNICATION	The Parties shall each designate a liaison for direct communication of matters related to this MOU. The MOU Partner liaison and the TRPA MOU Coordinator shall meet at least once per year to review this MOU and to establish policy directives, training needs, and renew communications.
TRAINING	TRPA shall provide initial training to the MOU Partner regarding the provisions of this MOU. Subsequent training shall be provided for matters affecting this MOU, including but not limited to: changes to the TRPA Code or other provisions of the Regional Plan; policy or procedural changes; and training needed for corrective actions or to clarify MOU provisions.
EXAMINATION OF RECORDS	Every record of activity under this MOU shall be open for examination in accordance with Article VI (o) of the TRPA Compact.
PROCEDURES FOR RESOLVING DISPUTES	In the event of a dispute, difference of interpretation, or appeal of a decision regarding the terms or conditions of this MOU, settlement shall first be pursued by the MOU liaisons, and if the liaisons are unable to resolve the dispute then by the executive officers of the Parties. If the executive officers are unable to resolve a dispute, the TRPA Executive Director may terminate the MOU or recommend that the matter be heard by the TRPA Governing Board.
EMERGENCIES	TRPA may issue an emergency permit for a situation or circumstance which poses immediate danger to life, property or the environment and demands immediate action in order to comply with the Compact, Regional Plan, Code and/or Rules of Procedure. Emergency permit requests may be made by letter, if time allows, or by telephone or in person, if time does not allow. Requests shall include a description of the nature and location of the emergency and the work to be performed. Upon TRPA determination that an emergency does exist, initial permit approval may be given orally. In the event an emergency exists and the TRPA offices are closed, or a means of communication is not readily available, the MOU Partner may proceed to take necessary action while diligently continuing to contact TRPA.
ENVIRONMENTAL DOCUMENTATION	The MOU Partner shall certify that a Qualified Exempt Activity allowed under this MOU shall not have a negative impact on the environment by completing a TRPA Initial Environmental Checklist (IEC) for the activity. Activities requiring a TRPA Environmental Assessment (EA) or Environmental Impact Statement (EIS) are not covered by this MOU.
RECORD KEEPING AND REPORTING	The MOU Partner shall keep records of Exempt activities commenced pursuant to this MOU for a period of thirteen months following the cessation of the activity. The MOU Partner shall also report Qualified Exempt (QE) activities to the TRPA MOU Coordinator on a TRPA reporting form at least three business days prior to commencement of the activity. Activities allowed under this MOU may be subject to an annual audit by TRPA.

AMENDMENT	This MOU may be amended from time to time by mutual agreement of the Parties in writing. Proposed amendments shall be presented to the liaisons (for approval by their respective agencies) as soon as possible to facilitate timely consideration of proposed amendments.
ASSIGNMENT	None of the authorities, duties or responsibilities set forth in this MOU shall be assigned, transferred or subcontracted to a party other than that named in Attachment A, without written consent by TRPA.

PART 2 – PERFORMANCE STANDARDS

The following standards shall apply to activities authorized under this MOU. The Parties shall consult with each other regarding any uncertainties about these standards. Alternative standards may be approved by the TRPA MOU Coordinator when the results are determined to be equal or superior to these standards.

GENERAL STANDARDS

1. Project Area

Project area shall be calculated for Qualified Exempt activities in accordance with Subparagraph 30.4.1.C.2 of the TRPA Code. Project areas shall not overlap except for activities that do not involve land coverage or land use.

2. Land Coverage

The following land coverage calculations shall be made for Qualified Exempt activities subject to the land coverage provisions of Chapter 30 of the TRPA Code:

- Project Area
- Allowable land coverage by project area and land capability district
- Existing land coverage by project area and land capability district
- Existing excess land coverage by project area and land capability district
- Relocated land coverage by project area and land capability district
- New land coverage by project area and land capability district
- Transferred land coverage by project area and land capability district

3. Findings

The MOU Partner shall keep, as part of their Exempt Activity records, all written findings required in the TRPA Code for the activities allowed under this MOU.

4. Work in State and Federal Highways

Activities requiring the closure of a traffic lane or intersection of a state or federal highway for more than one hour, or the closure of U.S. Highway 50 at any point between the South Wye and Kingsbury Grade for any period of time are not exempt under this MOU.

CONSTRUCTION AND GRADING STANDARDS

1. Sediment and Erosion Control

Appropriate measures shall be taken to control sediment and prevent erosion from graded or unstable ground. Erosion control structures shall be installed and maintained in an operable condition for ground disturbing activities. Sediment and erosion control measures shall, at minimum, conform to the following provisions of the TRPA Code of Ordinances:

- Chapter 33, Grading and Construction
- Section 60.1, Water Quality Control
- Section 60.3, Source Water Protection
- Section 60.4 , Best Management Practice Requirements

Erosion control structures shall be installed before activities commence and shall remain in place until disturbed sites are stabilized or winterized (see Subparagraph 33.3.1D of the TRPA Code for winterization requirements). Erosion control measures shall include revegetation with TRPA approved plant species and soil mulching with composted organic materials when necessary to increase soil moisture holding capacity of soils. Revegetated areas shall be protected from future disturbance and irrigated as necessary to ensure plant growth during the first growing season.

2. Vegetation Protection

Vegetation within, or adjacent to, construction areas shall be protected in accordance with Chapter 61 and other applicable provisions of the TRPA Code. All trees and native vegetation to remain on or adjacent to a construction site shall be fenced for protection in accordance with all applicable provisions of the TRPA Regional Plan, including but not limited to Section 33.8 of the TRPA Code. No equipment shall enter into, and no materials shall be placed within, areas protected by fencing.

3. Dust Control

Appropriate measures shall be taken to prevent the transport of fugitive dust from ground disturbing activities in accordance with all applicable provisions of the TRPA Regional Plan, including but not limited to Subsection 33.3.3 of the TRPA Code. These measures shall be employed when activities commence and shall continue until disturbed sites are stabilized.

4. Noise and Hours of Operation

Construction, maintenance, and demolition activities creating noise in excess of the TRPA single event noise or community noise level standards in Section 68.9 of the TRPA Code shall be considered exempt provided that such work is conducted between the hours of 8:00 a.m. and 6:30 p.m. Emergency work to protect life or property is also exempt from the TRPA noise standards.

MEMORANDUM OF UNDERSTANDING
for
PUBLIC WORKS PROVIDERS

ATTACHMENT "A"

Between Tahoe Regional Planning Agency
and Incline Village General Improvement District

TRPA's authority to enter into this Memorandum of Understanding (MOU) with local entities rests in Article VI (m) of the TRPA Compact (Public Law 96-551) and Section 2.6 of the TRPA Code of Ordinances. The authority of the MOU Partner to enter into this MOU rests in NRS 318.

This MOU shall become effective when signed by the parties listed below.

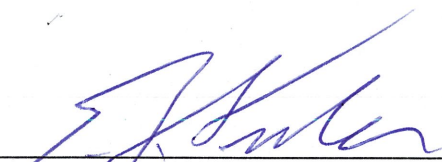
TAHOE REGIONAL PLANNING AGENCY

Date: 3/7/2012


By: Joanne Marchetta
Executive Director

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Date: 3/28/2012


By: Theodore J. Fuller
Chairman of the Board of Trustees

MEMORANDUM OF UNDERSTANDING
for
PUBLIC UTILITY DISTRICTS

ATTACHMENT "B"

Table of Exempt (E) and Qualified Exempt (QE) Activities

Note: The activities described in this table expand upon the Exempt (E) and Qualified Exempt (QE) activities otherwise allowed in Subsection 2.3 and Subparagraph 2.3.7 of the TRPA Code of Ordinances, provided the activities are consistent with Part 1 (General Provisions) and Part 2 (Performance Standards) of this Memorandum of Understanding.

Line No.	Activity Level	Activity
Roadways, Trails, Sidewalks & Parking Facilities		
1	E	Routine non-structural maintenance provided the activities do not modify the shape or location of the facility, create or relocate land coverage, add new structural appurtenances or modify existing drainage.
2	E	Structural maintenance, repair and replacement of existing facilities (such as pavement, curb and gutter, compacted shoulders, culverts, pipes, vaults, and similar structures), provided no new land coverage is created and any relocated land coverage and/or disturbance is limited to 120 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 500 square feet in high capability land (Classes 4, 5, 6 and 7).
3	E	Installation of vehicle barriers (such as bollards, fencing and boulders) along travel ways provided the barriers conform to applicable highway standards and boulders are placed partially in the ground to prevent rolling and to give a natural appearance.
4	QE	Modifications to existing facilities to improve public safety and/or environmental protection provided any new or relocated land coverage or disturbance is limited to 240 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 1,000 square feet in high capability land (Classes 4, 5, 6 and 7).

Erosion Control & Water Quality Protection Facilities		
5	E	Routine non-structural maintenance of existing storm water treatment facilities (such as dry wells, infiltration trenches, drop inlets, and vaults), including removal of sediment, vegetative overgrowth and organic material, without limit on material volume or land capability, provided removed materials are deposited outside of the Tahoe Basin or at a TRPA-approved disposal site.
6	E	Structural maintenance, repair, and in-kind replacement of existing facilities, provided no new land coverage is created and relocated land coverage or disturbance is limited to 120 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 500 square feet in high capability land (Classes 4, 5, 6 and 7).
7	QE	Modifications to existing facilities to improve effectiveness, meet new regulatory standards, or correct system inefficiencies, provided new structures such as rock slope protection and retaining walls are not visible from any TRPA-designated scenic roadway or shorezone travel unit, Class I bicycle paths, or recreation areas designated in the TRPA Scenic Quality Improvement Program (SQIP).
Water Distribution and Wastewater Collection & Treatment Facilities		
8	E	Testing, locating, and maintenance of existing facilities (such as mechanical and electrical equipment, piping and plumbing, pumps and similar devices).
9	E	Structural maintenance, repair, in-kind replacement of facilities, provided excavation is limited to areas under existing pavement, road shoulder, or compacted soil; no new land coverage is created, and relocated land coverage or disturbance is limited to 120 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 500 square feet in high capability land (Classes 4, 5, 6 and 7).
10	QE	Modifications to existing facilities provided the modifications do not result in any increases in water or sewer treatment capacity or growth inducing activity, and any new or relocated land coverage or disturbance is limited to 240 square feet in low capability land (Classes 1a, 1b, 1c, 2 or 3) and 1,000 square feet in high capability land (Classes 4, 5, 6 and 7).
Public Service and Recreation Buildings		
11	E	Interior remodeling of existing buildings in accordance with Subparagraph 2.3.2.A of the TRPA Code, except that the allowable structural cost of the remodel allowed is increased to \$80,000.
12	E	Demolition of structures, improvements or facilities less than 50 years of age in accordance with Subparagraph 2.3.2.G of the TRPA Code, except that the excavation and backfill limits are increased to the grading limits in this MOU.
13	QE	Demolition of structures, improvements or facilities greater than 50 years of age that are not designated, or pending designation, on the TRPA Historic Resource Map in accordance with Subparagraph 2.3.7.A.6 of the TRPA Code if the MOU Partner determines that the structure does not qualify for historic protection in accordance with Chapter 67 based on a report prepared by a qualified professional acceptable to the appropriate State Historic Preservation Officer (SHPO).
Public Service and Recreation Buildings (continued)		

Attachment B - Public Utility Districts MOU

14	QE	Structural repair to existing buildings in accordance with Subparagraph 2.3.7.A of the TRPA Code, except that the structural repair cost in 2.3.7.A.1 is increased to \$42,000 per year and excavation and backfilling limits in 2.3.7.A.1.a are increased to the grading limits in this MOU.
15	QE	Structural modifications to existing buildings in accordance with Subparagraph 2.3.7.A.2 of the TRPA Code, except that the grading limits in 2.3.7.A.2.c (i) are increased to the grading limits of this MOU.
16	QE	Structural remodeling or additions to existing buildings in accordance with Subparagraph 2.3.7.A.3 of the TRPA Code, except that the grading limits in 2.3.7.A.3.a (i) are increased to the limits of this MOU, and the BMP retrofit plan required in 2.3.7.A.a (b) is consistent with the requirements of this MOU.
Vegetation Management and Soil Preparation for Vegetation Planting		
17	E	Pruning of vegetation , including hazardous tree limb removal, beyond the limits allowed in Subparagraph 2.3.2.H of the TRPA Code to maintain adequate sight distance along roadways and other travel routes.
18	QE	Scarification of disturbed high capability soils (Classes 4, 5, 6 and 7) as preparation for revegetation with native plant species in accordance with Subparagraph 2.3.2.H of the TRPA Code provided the scarification is less than one acre in area and does not exceed six inches in depth.
19	QE	Hazardous tree removal around MOU Partner facilities in accordance with Subparagraph 61.1.7.A of the TRPA Code, except that TRPA approval is not required unless the tree was planted as a scenic mitigation measure pursuant to a TRPA permit (including permits issued by local government in accordance with Section 2.5).
Grading (Including Grading in Combination with Other Activities)		
20	E	Excavations under existing hard land coverage to an amount that can be backfilled, stabilized and swept clean within a 24-hour period.
21	E	Excavations otherwise allowed in Subparagraph 2.3.2.D of the TRPA Code , except that the volume limit of the excavation is increased to 15 cubic yards in all land capability districts.
22	QE	Excavations otherwise allowed in Subparagraph 2.3.7.A.5 of the TRPA Code , except that the volume limit of the excavation is increased to 50 cubic yards.

ADDENDUM NO. 2

Request for Proposals (RFP) for Professional Engineering Services for the Watermain Replacement – Crystal Peak Project

January 21, 2022

Owner

Incline Village G. I. D.
Public Works Department
1220 Sweetwater Road
Incline Village, Nevada 89451
775-832-1267

Engineer/Designer

tbc

PART 1 - GENERAL

1.1 SCOPE

This Addendum forms a portion of the Request for Proposal and modifies the document as described below.

PART 2 - REVISIONS TO DOCUMENTS

2.1 SCHEDULE (RFP pg. 2)

DELETE the following date from the RFP Phase schedule

RFP Submittals Due January 26, 2022

INSERT

RFP Submittals Due January 28, 2022

END OF ADDENDUM No. 2



Project Summary

Project Number:	2299WS1705
Title:	Watermain Replacement - Crystal Peak Road
Project Type:	D - Capital Improvement - Existing Facilities
Division:	21 - Supply & Distribution
Budget Year:	2022
Finance Option:	
Asset Type:	DI - Distribution Infrastructure
Active:	Yes

Project Description				
<p>Project area Crystal Peak Road only. This project is a continuation of the multi-year program to replace 1960's era thin-wall steel watermains and other deficient watermains. Replacement criteria is twofold: Replace those watermains with the most leaks and in streets with aging pavement. Since our water loss is now less than 6%, our main objective is to work closely with the Washoe County Road Department to replace watermains just prior to the County's repaving the street. We also work closely with the North Lake Tahoe Fire Protection District to determine areas of low fire flow, which may indicate a need for increased capacity in that area. There is approximately 6 miles of old steel watermains remaining in the system.</p> <p>Our watermain replacement strategy involves meeting with Washoe County prior to each budget year and jointly agreeing on streets to be paved and watermains to be replaced. This project budgets to replace approx. 6 miles of pipeline in 15 years at \$1,500,000 per mile. Without additional escalators, that is \$9,000,000 in 15 years or \$600,000 per year. Adjustments have been made to allow for the trend of a high year then low year of work scheduled.</p>				
Project Internal Staff				
Engineering will perform Design, Engineering, Bidding, Contract Administration and Inspection tasks. Outside contractor to do the work. IVGID resources remain available for ongoing maintenance activities and emergency response.				
Project Justification				
Our overall goal is to replace deficient watermains to keep our unaccounted for water loss to under 6% and to avoid costly pavement patch penalties imposed by Washoe County. The original watermains installed in much of Incline Village in the 1960's were thin-walled steel. These pipes are now failing repeatedly and need replacement. Washoe County has high pavement penalty costs for replacing watermains in newly paved streets. Replacing watermains in newly paved streets or streets with an excellent pavement condition could increase project costs by up to 50% due to pavement cut penalties.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2022				
Internal Planning & Design	50,000	0	50,000	
Year Total	50,000	0	50,000	
2023				
Construction Inspection & Testing	60,000	0	60,000	
Crystal Peak Road Watermain Construction	851,000	0	851,000	
Internal Planning & Design	25,000	0	25,000	
Washoe Co Street Repair and Penalties	50,000	0	50,000	
Year Total	986,000	0	986,000	
	1,036,000	0	1,036,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2017	Jul 1, 2021	Jun 30, 2023	Senior Engineer	