

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, discuss and possibly approve a Schematic Design Services Contract for the Burnt Cedar Swimming Pool Improvement Project – Fund: Beaches; Project 3970BD2601. Vendor: TSK Architects in the amount of \$60,013

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

DATE: August 19, 2020

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Authorize a Schematic Design Services Contract for the Burnt Cedar Swimming Pool Improvement Project – Fund: Beaches; Project 3970BD2601; Vendor: Vendor: TSK Architects in the amount of \$60,013.
2. Authorize Staff to execute the contract documents.

II. DISTRICT STRATEGIC PLAN

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

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

III. BACKGROUND

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

The schematic design services scope of work will refine the design and develop drawings based on the topographic site plan which has been contracted for separately. Additionally,

design and permitting narratives will be provided to inform the cost estimating process. The scope of work follows this memorandum.

The TSK Architect Design Team completed the predesign work and completed the work to the District's satisfaction. The proposed scope of work also includes preparation of a colored rendering to illustrate the proposed improvements. Staff intends on presenting the schematic design package and cost estimates at a future Board Meeting. The cost estimates will be prepared by the Construction Manager-at-Risk (CMAR) or third party cost estimating firm depending on the selected project delivery method.

IV. BID RESULTS

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

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

V. FINANCIAL IMPACT AND BUDGET

The 2020-2021 CIP budget includes the Burnt Cedar Swimming Pool Improvements, data sheet attached. A budget of \$225,000 is allocated for design phase services. The schematic design services scope of work being considered is for \$60,013.

On May 20, 2020 IVGID entered in to an agreement with TSK Architects to provide a Phase 1 – Public Outreach, Concept Design, and Cost Estimate for a total fee amount of \$32,200

On August 14, 2020 IVGID entered in to an agreement with Resource Concepts, Inc to provide a topographic survey for a total fee amount of \$5,900.

VI. ALTERNATIVES

None proposed.

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.



Project Summary

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

Project Description				
<p>The Burnt Cedar Swimming Pool and Toddler pool fiberglass surfaces require periodic replacement. Over time, discoloration, cracking and surface failure will create health and safety impacts to continued use of the pools. Breakdown of the pool surface will allow materials to cloud the water and make it unsanitary and cloudy water will not meet health dept safety code requirements. It has been determined the pool has reached the end of its service life. This project is for full swimming and toddler pool replacement, associated mechanical systems improvements, and pool deck replacement.</p> <p>A consultant will be selected to complete an alternative layout analysis and evaluate existing mechanical systems. Consideration will be given to reducing the maximum depth of the pool, providing a zero-entry pool edge for improved ADA access, maintaining a water slide, and a second toddler pool or splash pad.</p>				
Project Internal Staff				
<p>Engineering will manage the project. The Director of Parks and Recreation will determine the needs for the project and coordinate project timing because the pool will need to be out of service during the summer season to complete the work.</p> <p>A community interest committee will be convened by the General Manager.</p>				
Project Justification				
<p>This project will reconstruct the swimming and toddler pool, mechanical equipment and pool deck. The cost estimate is a placeholder at this time because the exact scope of work has not been identified for the replacement Burnt Cedar pool facility. The General Manager will lead a community group to received input on community desires and needs for a new pool facility. It is anticipated at this time that construction will occur in the summer of 2021. The impact to the facility will be substantial during the summer operation period. Construction will require the closing of the pool facility for the whole summer or a portion of the summer.</p>				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2021				
Design	225,000	0	225,000	
Year Total	225,000	0	225,000	
2022				
Construction Management	225,000	0	225,000	
Construction Reserves	225,000	0	225,000	
Placeholder - Construction	2,250,000	0	2,250,000	
Year Total	2,700,000	0	2,700,000	
	2,925,000	0	2,925,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2012.	Jul 1, 2019	Jun 30, 2022	Engineering Manager	



August 20, 2020

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

**RE: Burnt Cedar Swimming Pool Improvement Project AE Proposal
IVGID Project Number: 3970BD2601
Phase 2 – Documentation through Construction Administration.**

Dear Mr. Chorey,

Thank you for your help with IVGID Board coordination and we are very happy to hear the project is moving forward selecting TSK and the skilled team members of Aquatics Design, Resource Concepts Inc., and Design Workshop to proceed with Phase 1 activities for the Burnt Cedar Swimming Pool Improvements located at the Burnt Cedar Park in Incline Village, Nevada. We truly recognize the importance of this project to the Lake Tahoe Community and being entrusted to manage this initial this project for the Incline Village Improvement District and Community.

We understand the project scope for Phase 2 to include:

1. Analysis of the Phase 1 Concepts Phase and working with IVGID on final design and amenity selection. New Recreation Pool in New Location of approx. 3,900 s.f., New Wading Pool in New Location of approx. 800 s.f., Associated Pool Decks and Deck Drainage. New Connecting pathway and fencing modifications as needed. Items as identified as Concept Option #1.
2. Review of the most current Civil Site Survey of the existing facilities, including pools, decks, accessible route, existing landscape, outbuildings, and parking (Public & Accessible)
3. Permitting Agency Discussions and Documentation of requirements and anticipated durations from the regulatory agencies. Including but not limited to Washoe County Building Department, Washoe County Health Department, and Tahoe Regional Planning Authority (TRPA). Determine schedule durations for agency reviews and important informational items needed.
4. Provide Schematic Design Documentation to reflect findings and recommendations from the earlier Phase 1 analysis and direction from IVGID. Provide Schematic Design on the Recreation Pool and Wading Pool, associated deck improvements and connecting path and fencing. Deliverables include:
 - a. Architectural: Site Plans – Demolition & Proposed, Narrative.
 - b. Civil: Civil Site Plan with SD Level Grading, and Demolition and Proposed Notes. Narrative.
 - c. Aquatics Design: SD Level new pools, equipment.
 - d. MPE: Line drawings and narratives on hook up requirements from Pool Equipment to existing utility infrastructure.
 - e. Landscape: SD design layouts showing added landscape design options. Narratives.
 - f. Cost Estimate Consultation with IVGID retained Independent Cost Estimator. Once IVGID has formally approved the SD Cost Estimate, the AE Team may proceed in to Design Development Tasks.

5. Provide Design Development Documentation based on IVGID Review and Recommendations from SD package.
 - a. Architectural: Refine Site Plans – Demolition & Proposed, Site Details, and Outline Project Specifications
 - b. Civil: Refined Civil Site Plan with DD Level Grading, and Demolition and Proposed Site Plan Notes. Baseline Detailing. Outline Specifications.
 - c. Aquatics Design: SD Level new pool design, equipment lists, and single line drawings. Baseline DD Pool Details.
 - d. MPE: Scaled infrastructure drawings, and details, Outline Specifications.
 - e. Landscape: DD design layouts showing selected landscape drawings, DD Level details, and Outline Specification. .
 - f. Cost Estimate Consultation with IVGID retained Independent Cost Estimator. Once IVGID has formally approved the DD Cost Estimate, the AE Team may proceed in to Construction Document Tasks.

6. Provide Construction Document Documentation based on IVGID Review and Recommendations from DD package. All Plans will be suitable for competitive bidding and permitting.
 - a. Architectural: Site Plans – Demolition & Proposed Plans with pertinent site details and notations. Provide and Coordinate Engineering Team Specifications.
 - b. Civil: Civil Site Plan with CD Level Grading, Utility, and Horizontal Control Plans. Provide details for accessibility, pathway and utility coordination. Provide project specifications.
 - c. Aquatics Design: CD Level new pool design (Recreation & Wading), Final Equipment Lists, and Utility Coordination Drawings. Project Specification for all Aquatic Components and System. Structural Detailing of pools and decking.
 - d. MPE: Final CD Level Line drawings and details for Utility connections to Pool Equipment to existing utility infrastructure. Provide MPE Specifications.
 - e. Landscape: CD Level Plans showing added landscape design details, new planning and irrigation plans. Details and Project Specifications.
 - f. Structural Engineering: Provide structural plan and details for new structural components, housekeeping pads, expanded sump pits, CMU retaining walls, and Fence Anchorage details.

Project Team:

- **TSK Architects**, 225 South Arlington Avenue, Suite A., Reno, NV, 89501 P. 775-857-2949
- **Aquatic Design Group, Inc.**, 2226 Faraday Avenue, Carlsbad, CA, 92008. P. 760-438-8400
- **Resource Concepts Inc.**, (RCI) 340 North Minnesota Street, Carson City, NV, P, 775-883-1600
- **Design Workshop**, 128 Market Street, Suite 3E, Stateline, NV 89449 P. 775-588-5929
- **MSA Engineering**, 4599 Longley Lane, Reno, NV 89502 P. 775-828-4889
- **Nelson-Wilcox Structural Engineers**, 225 South Arlington Ave., Suite B, Reno, NV 89501

Excluded Disciplines:

- Environmental Analysis and Studies.
- Traffic Engineering & Analysis
- Geotechnical Investigations & Reports
- Special Inspections & Testing
- Hazardous Materials Testing & Abatement
- Public Relations Firm (Can be added cost if so requested)
- Site Civil Survey (to be by RCI – contracted directly with IVGID)
- Cost Estimator (By IVGID retained consultant or by CMAR)

Phased Project Services Delivery: We understand that each phase of the project will require formal/written approval by IVGID to proceed in to the next phase. (SD | DD | CD | Permitting | Bidding & Construction Administration)

Project Delivery Method – We understand that IVGID will secure this project either with Traditional Design/Bid/Build delivery or with a Construction Manager at Risk delivery.

Disciplines, Fees and Schedules as follows:

1. Architectural _____ TSK

TSK architects roll is to lead the Phase 2 efforts with coordination between IVGID and Architectural/Aquatics/Engineering Team. Also, to lead the team's efforts of community meetings, Permitting Agency and establish permitting requirements and permitting schedules, assist with the Drawing and Specifications by the Team. Assist in coordination with the Cost Estimating efforts led by the Independent Cost Estimator. (And/or CMAR)

Documents & services to include:

- a. Agendas and presentations for each Community Outreach Event. Prepare summary meeting notes and distribute to IVGID and Meeting Attendees.
- b. Prepare project schedule, including tasks and milestones for the AE team to meet delilverale schedules.
- c. Prepare code compliance information sheets for accessibility and egress compliance.
- d. Prepare site demolition sheets and note items to be demolished to accommodate new construction as well as notes for protection of items to remain. Review with IVGID any items to be salvaged and document.
- e. Provide site details of new information. Fencing, Gates, etc. members.
- f. Coordinate preliminary meetings with Agencies Having Jurisdiction and ensure that code requirements are addressed before permit submittal to have a linear permitting process.
- g. Coordinate TRPA Submittal at completion of Design Development Phase. Submit applications, checklists, and other required documentation to begin the TRPA review. Manage process until final approvals are received.
- h. Coordinate with Contractor (CMAR or Traditional) as appropriate for delivery method selected.
- i. Provide combined permit package with all disciplines, coordinate submittal, and review comments.
- j. Respond to Bidders Questions and Contractor Questions during Construction Phase.
- k. Respond and direct project construction submittals and shop drawings to appropriate design consultants. Coordinate with Design Team Members to assist in providing Concept Design Options and facilitate discussions with Client Stake Holders and Community Outreach Sessions.
- l. Document comments and direction on cost estimating changes or recommended value-engineering direction.
- m. Coordinate As-Built Drawings and project closeout documentation.

**2. Aquatic Design Concept Design Services _____ Aquatics Design Group
Reference Aquatic Design Group Proposal dated August 12, 2020**

Scope of Work: Aquatic Design Group to provide consultation services as required providing Phase 2 Contract Documents.

- a. Schematic Design Documents, Design Development Documents, Construction Documents
- b. Final Construction Docs to include:
 - Architectural Drawings: Swimming pool plan views, pool longitudinal and cross sections, pool finish details, pool rail good details, pool deck plan views, pool deck domestic water and drainage details.
 - Structural Drawings: Pool Surge tank structural sections, pool surge tank reinforcement schedules, miscellaneous swimming pool structural details, and miscellaneous swimming pool desk and appurtenances structural details.

- Mechanical Drawings: Pool Piping plan, Pool Mechanical equipment piping plan, pool Mechanical Equipment sections, Pool mechanical details.
 - Electrical Drawing: Pool Underwater lighting plan, Pool single phase panel schedule, Pool Electrical Details,
 - Miscellaneous: Pool surge tank structural calculations, final format swimming pool technical specifications in CSI format, miscellaneous swimming pool deck and appurtenance details.
- c. Plan Approval, Bidding or Negotiations Phase
 - d. Construction Observation Phase.
 - e. Visits to the Project site:
 - Design Phase = (All meetings are assumed to be virtual)
 - Construction Observation = Five (5) Site Visits.
 - f. Exclusions:
 - i. Soils Testing/Engineering including finalized Geotech investigation report.
 - ii. Destructive testing of existing pool structures to confirm as-built conditions.
 - iii. Utilities design to swimming pool mechanical equipment points of connection. (Sanitary sewer, storm sewer, domestic water, natural gas, pool heater flues and combustion /air lovers. Design and specificity of heat exchangers, including hot water or steam piping and controls. Electrical Distribution including single line diagram, 3-phase conductors and motor starts, and single-phase conduit and conductors. Telephone and data communications.
 - iv. Architectural, Structural, Mechanical, HVAC and electrical design of mechanical equipment room or other building structures as required. Architectural and structural design of water slides, water slide towers or other wet play equipment and landscape design including park connector ramp retaining, fencing, planting, irrigation, site drainage, site lighting, shade structure and FF&E.
 - v. Misc. plan check and permit fees as may be required by regulatory agencies.
 - vi. TSK to provide a complete bid documents set, featuring 100% CD, specifications and addenda in half size to consultant.
 - vii. Demo plan, including tree removal and rock removal.

3. Civil Engineering RCI

Reference RCI Proposal dated August 17, 2020

- Task 1A Site Investigation (Kick off meeting, engineering site visit, and Team Meetings (2))
- Task 1B Site Assessment (Record Plan Review, Site Visit, Mapping, and Team Meetings (2))
- Task 1C Outreach & Workshops (Workshops (2), Workshop Prep, and Team Meetings (2))
- Task 1D Agency Outreach * (TRPA, WC Building & Health Coordination, and Team Meetings (2))
- Task 1E Civil Design Plans (DD Plans Site visit, 100% Plan Set (1 Rev), and Team Meetings (2))
- Task 1F Cost Estimates (Prepare Initial Cost Estimate, 1 Revision)
- Task 1G CMAR Selection (Preliminary Coordination and Meeting (if needed))

❖ Note that TRPA Coverage Calculations and Scenic Analysis will be a separate task with separate fee once the scope of the work are is defined at the completion of Schematic Design.

4. Landscape Architecture Design Workshop

Reference Design Workshop email dated August 18, 2020

- SD/ Meetings and Design
- DD – means site plan showing landscape improvements and the new walkway adjacent to the pool. Three (30) 3D perspectives showing the proposed design
- CD Planting and irrigation plans and details for landscape improvements. (Fence Details by TSK)
- Permit & Bid Stamped drawings and response to Agency Review & Bidders Comments.
- CA – Three site visits as need to review landscape improvements. Respond to RFIs

5. Structural Engineer Nelson-Wilcox Structural Engineers

Provide Structural Engineering for new CMU Screen Wall of approximately 7'-0" in height and 40 feet in length with one or two operable metal gates. Provide Structural Engineering for lower Retaining walls of approximately 36" in height and 70 feet in length. Provide base plate connection details for new security fencing. Provide analysis and details as needed for retaining wall conditions at connecting path.

Includes one (1) site visit.

Structural Scope and Fee does not include any building additions. IF expansion of the Pool Equipment Room or other Building component is required, these are to be addressed as an additional service.

**6. Mechanical Plumbing & Electrical Engineering MSA Engineering.
Reference MSA Proposal dated August 17, 2020**

- a. Mechanical Consulting Engineering Services shall include the design of an air conditioning system including unit heater, intake fan, combustion air lovers, and associated ductwork, air distribution devices and temperature control systems. MSA to perform mechanical International Energy Conservation Code calculations to verify compliance with energy conservation standards. HVAC system ductwork 16" or less shall be shown in single line format.
- b. Plumbing Consulting Engineering Services shall include domestic hot and cold water systems, waste and vent piping, natural gas piping system, and other incidental plumbing equipment materials, and piping appurtenances. MSA will design single points of connection to systems design by others including water features and pools.
- c. Electrical Consulting Engineering Services shall include the design of lighting, power services and single point connections to systems design by other including specialty lighting, pool systems, fire alarm/life safety systems, low voltage information technology and A/V systems. MSA will perform electrical International Energy Code calculations for MSA Engineering Consultants own lighting design to verify compliance with energy conservation standards. No allowance has been made to provide calculations for lighting and control system designed by others. Electrical Utility. Electrical utility systems designed relative to serving property improvements are excluded from this scope of the proposal.
- d. Services to include preparing documents using Revit Version 2020. Services shall include consultation calculations plans and specifications suitable for complete bidding and construction. Services during design phase shall include p to two (2) combined discipline local Reno, NV design coordination meetings, and two (2) combined discipline job meetings or observation to review project specific MPE systems existing conditions.
- e. Construction Phase service shall include consultation, shop drawing and submittal review and up to two (2) combed discipline job site observations. Additional meetings attended or job site observations during design and construction can be provided as an additional service and will be billed on a fixed fee basis of \$800/per visit per discipline.
- f. See MSA proposal for Additional Service criteria.
- g. Options for Plumbing and Electrical Utility Upgrades. (Not Base Services) Upgrades to plumbing utilities including new water service, sanitary sewer, and /Or gas service. Plumbing systems shall be designed to five feet beyond the building perimeter. Upgrades to electrical utilities including a new single metered outdoor electrical service. Electrical utilities shall be designed serving the utility company's secondary point of connection. MSA fee for these upgrades if required shall be considered an Optional Design Service per MSA Proposal.

A. **Work Schedule and Deliverables:** TSK and the Consultant Team will provide scaled design document package,

<u>Task</u>	<u>Start</u>	<u>Complete</u>	<u>Duration</u>
Design Kick Off Meeting	August 27		1 day
Confirmation of Programming info	August 27	Sept. 3	1 week
Schematic Design Phase	Sept. 8	Sept. 29	3 weeks
SD Owner & Budget Review	Sept. 30	Oct. 14	2 weeks
Design Development Phase	Oct. 15	Nov. 5	3 weeks
DD Owner & Budget Review	Nov. 5	Nov. 17	1.5 weeks
TRPA Permitting (DD Docs)	Nov. 6.	March 20	19 weeks
Construction Documents	Nov. 18	Dec. 23	5 weeks
Documentation Duration	Sept. 8	Dec. 23	12 weeks
Owner Review & Budget			3.5 weeks
Washoe County Permitting Phase	Jan 5 2021	April 1	12 weeks
Bidding Phase	(Dependent on Delivery Method)		
**Construction Phase	1 April 2021	1 Oct. 2021	26 weeks
**Dependent on Construction Delivery Method and Contractor Schedule.			

B. **Milestone Delivery Items:**

SD/DD/CD	Owner Review Deliverables are to be PDF Plans only. Inclusive of drawings, specifications, equipment cut sheets, etc.
Permit	Five (5) Sets Plans, Specifications, Calculations, Cut Sheets and PDF
Bidding	One Set PDF of all Plans and Specifications.
Closeout	One Set PDF Files and CAD Files based on Contractor As-Builts.

C. **Contracted Site Visits:**

	Design	Construction Admin.
TSK	2	5
ADG	(zoom)	5
RCI	2	3
DWS	2	3
MSA	2	3
NWSE	1	1

D. **Reimbursable Expenses:** Site Visits beyond the prescribed site visits as note in “C” above. Additional sets of drawings beyond the prescribed delivery items in “B” above. Reimbursable Expenses will be limited to direct costs with no mark ups. Reimbursable to include vehicle mileage, fuel, printing/plotting and items as requested by IVGID. No additional expenses shall be incurred without prior written approval from the Client. Expenses shall be for the direct cost of the items with no mark ups. These costs will be submitted monthly with invoice support information included.

Fee Schedule

Firm	Base Fee	Phase						Reimbursable Allowance	Firm Total
		SD	DD	CD	Permit	Bidding	CA		
		20%	20%	35%	5%	5%	15%		100%
TSK	100,000	20000	20000	35000	5000	5000	15000	4700	104,700
ADG	145,000	21750	43500	58000	3625	3625	14500	5500	150,500
RCI	28,790	5,758	5,758	10,074	1,200	1,200	4,800		28,790
DWS	21,900	2400	9600	5100	500	500	3800		21,900
MSA	26,100	6800	6400	6000	500	500	5900		26,100
NWSE	7,000	1400	1400	2450	350	350	1050		7,000
Subtotals	328,790	58,108	86,658	116,624	11,175	11,175	45,050	10,200	\$338,990
TSK 5% Consult Mgt.		1,905	3,333	4,081	309	309	1,503	510	\$11,950
Fee Total per Phase		\$60,013	\$89,991	\$120,705	\$11,484	\$11,484	\$46,553	\$10,710	\$350,940
		SD	DD	CD	Permit	Bidding	CA		Total Proj. Fee
MSA Options		If Upgraded Utility Services are required TBD (Water, Gas, Electric)							11900

Alternate Fees that are not Base Scope of Services Fee:

- Plumbing and Electrical Systems Design if upgrades to the existing utilities (including new water service, sanitary sewer, or electrical utilizes including a new single metered outdoor electrical service are required. \$11,900.00
- Structural Engineering Design and Documents if the existing pool mechanical equipment is required to be expanded beyond the existing room or a fenced in enclosure. If a building, addition is required additional engineering, calculations may be provided as an additional service. Cost to be determined at later phase due to unknown size.
- TRPA Coverage Calculations and Scenic Analysis Scope and Fees are not base service and will be defined at the completion of Schematic Design. Once the SD scope of work is completed, these TRPA Tasks will be presented as an Alternate Fee.

We appreciate the opportunity to continue to work with you, and the Incline Village General Improvement District Leadership on the Phase 2 Burnt Cedar Pool Project.

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

Sincerely,



Pat Pusich, AIA / TSK Architects

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

 IVGID Authorized Agent Date
 CC: Engineering Proposals for reference.

TSK ARCHITECTS

2020/2021 STANDARD BILLING RATES

(For out of contract/reimbursable work)

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

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

Rental Vehicle Actual Cost of Vehicle Rental, Taxes, and Fel
Mileage at Standard Federal Rate

Printing (Plain Paper)	BW	Color
8.5 x 11	.07	.11
11 x 17	.25	.29

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

1.0 INTRODUCTION

- 1.1 AQUATIC DESIGN GROUP, INC. of Carlsbad, California (hereinafter referred to as "CONSULTANT"), proposes to provide consulting design services to TATE SNYDER KIMSEY ARCHITECTS, (hereinafter referred to as "CLIENT") for the following project:

Burnt Cedar Swimming Pool Improvements – Option 1
Incline Village, Nevada

- 1.2 In conformance with the Request for Proposal dated 12 August 2020 as issued by Mr. Pat Pusich, CONSULTANT shall provide:

2.0 SCOPE OF WORK

- 2.1 CONSULTANT shall provide design and engineering services as hereinafter described for the following:

2.1.1 New Recreation Pool in New Location (approx. 3,900 SF)

2.1.2 New Wading Pool in New Location (approx. 800 SF)

2.1.3 Pool Decks and Deck Drainage

3.0 SCOPE OF SERVICES

3.1 Schematic Design Phase:

- 3.1.1 CONSULTANT shall review the program furnished by CLIENT to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with CLIENT.
- 3.1.2 Based upon the mutually agreed upon program, schedule and construction budget requirements, CONSULTANT shall prepare, for approval by CLIENT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of swimming pool project components. Schematic Design Phase deliverables shall include the following:
- .1 Swimming pool plan view(s).
 - .2 Swimming pool longitudinal sections.
 - .3 Swimming pool finish details.
 - .4 Swimming pool deck, deck drainage and appurtenances details.

3.1.3 CONSULTANT shall submit to CLIENT an estimate of probable construction cost based upon current area, volume, or other unit costs.

3.2 Design Development Phase:

3.2.1 Based upon the approved Schematic Design Documents and any adjustments authorized by CLIENT in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CLIENT, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to swimming pool architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Design Development Phase deliverables shall include the following:

- .1 Swimming pool plan view(s).
- .2 Swimming pool longitudinal and cross-sections.
- .3 Swimming pool finish details.
- .4 Swimming pool rail goods details.
- .5 Outline specification in CSI format.
- .6 Swimming pool deck, deck drainage and appurtenances details.

3.2.2 CONSULTANT shall provide CLIENT with building and infrastructure requirements, including design criteria, as needed to service the swimming pool equipment, including:

- .1 Swimming pool equipment room dimensions.
- .2 Sanitary/storm sewer requirements and points of connection.
- .3 Domestic water requirements and points of connection.
- .4 Natural gas requirements and points of connection.
- .5 HVAC requirements for swimming pool equipment.
- .6 Electrical requirements and points of connection for swimming pool equipment.
- .7 Swimming pool deck, deck drainage and appurtenances details.

3.2.3 CONSULTANT shall advise CLIENT of any adjustments to the estimate of probable construction cost.

3.3 Construction Documents Phase:

3.3.1 Based upon the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CLIENT, CONSULTANT shall prepare, for approval by CLIENT, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the swimming pool(s). Construction Documents Phase deliverables shall include the following:

.1 Architectural Drawings:

- Swimming pool plan view(s).
- Swimming pool longitudinal and cross-sections.
- Swimming pool finish details.
- Swimming pool rail goods details.
- Swimming pool deck plan views.
- Swimming pool deck domestic water and drainage details.

.2 Structural Drawings:

- Swimming pool / surge tank structural sections.
- Swimming pool / surge tank reinforcement schedules.
- Miscellaneous swimming pool structural details.
- Miscellaneous swimming pool deck and appurtenances structural details.

.3 Mechanical Drawings:

- Swimming pool piping plan.
- Swimming pool mechanical equipment piping plan.
- Swimming pool mechanical equipment sections.
- Miscellaneous swimming pool mechanical details.

.4 Electrical Drawings:

- Swimming pool underwater lighting plan.
- Swimming pool single phase panel schedule.
- Miscellaneous swimming pool electrical details.

.5 Miscellaneous:

- Swimming pool / surge tank structural calculations.
- Final form swimming pool technical specifications in CSI format.
- Miscellaneous swimming pool deck and appurtenances details.

3.3.2 CONSULTANT shall advise CLIENT of any adjustments to previous estimates of probable construction cost indicated by changes in requirements or general market conditions.

3.3.3 CONSULTANT shall assist CLIENT in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor, as it relates to the swimming pool(s).

3.4 Plan Approval, Bidding or Negotiation Phase:

3.4.1 CONSULTANT shall assist CLIENT in connection with CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. CLIENT shall bear primary responsibility for approvals from governmental authorities having jurisdiction over the Project.

3.4.2 CONSULTANT, following CLIENT's approval of the Construction Documents and the latest estimate of probable construction cost, shall assist CLIENT in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services provided by CONSULTANT during this phase to include:

- .1 Assist CLIENT in preparation of addenda.
- .2 Assist CLIENT in responding to Contractor requests for clarification of the Construction Documents.
- .3 Assist CLIENT in review of bids and/or proposals in determination of lowest responsive bidder/proposer.

3.5 Construction Observation Phase:

3.5.1 CONSULTANT shall be a representative of and shall advise and consult with CLIENT: 1) during construction until final payment to the Contractor is due; and 2) as an Additional Service at CLIENT's direction from time to time during the correction period described in the Contract for Construction. CONSULTANT shall have authority to act on behalf of CLIENT only to the extent provided in

this proposal unless otherwise modified. CONSULTANT shall provide the following construction support services:

- .1 Provide clarification, as required, of construction documents and respond to contractor requests for information.
- .2 Review and approval of swimming pool-related sample and material submittals specified in Contract Documents.
- .3 Assistance with the issuance and negotiation of change orders.
- .4 Review of contractor-submitted Record Drawings for contract conformance and completeness based upon field observations.

3.5.2 CONSULTANT shall visit the site at intervals appropriate to the stage of construction or otherwise agreed by CLIENT and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, CONSULTANT shall keep CLIENT informed of the progress and quality of the Work and shall endeavor to guard CLIENT against defects and deficiencies in the Work.

3.6 Visits to the Project Site:

3.6.1 CONSULTANT shall visit the offices of CLIENT and/or the Project Site in conformance with the following schedule:

- .1 Design Phases..... Two (2) site visits
- .2 Construction Observation Phase... Five (5) site visits

3.7 CONSULTANT's services are intended for the CLIENT's sole use and benefit and solely for the CLIENT's use on the Project. Except as agreed to in writing, CONSULTANT's services and work product shall not be used or relied on by any other person on entity, or for any purpose following substantial completion of the Project.

3.8 CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional

skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

- 3.9 CONSULTANT shall seek to comply with Building Codes applicable to the Project as is consistent with the professional standard of care and may seek and rely on the direction and input of public officials and others in doing so.
- 3.10 CONSULTANT's services shall be limited to those expressly set forth above, and CONSULTANT shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.
- 3.11 This Agreement and all obligations described herein are intended for the sole benefit of the Parties and are not intended to create any third party rights or benefits.

4.0 EXCLUSIONS TO SCOPE OF SERVICES

- 4.1 CLIENT shall provide full information regarding requirements for the project, including a program which shall set forth CLIENT's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Additional information that may be required by CONSULTANT as prepared by other members of the project team shall include:
 - 4.1.1 Base sheets in digital (AutoCAD .dwg) format, including, but not limited to, the following:
 - .1 Proposed drawing title block.
 - .2 Site plan illustrating proposed swimming pool location(s).
 - .3 Floor plan illustrating proposed swimming pool mechanical equipment room location.
 - 4.1.2 Soils testing/engineering, including finalized geotechnical investigation report. Note: Unusual soil conditions such as expansive soils, fill soils, soils with low bearing capacity (under 2,000 psf), and high water tables which require additional engineering will be considered an additional service and compensated for in conformance with Article 7.1.2, below. This includes piles, piers, and/or mat slabs, and dewatering systems.
 - 4.1.3 Destructive testing of existing pool structures to confirm as-built condition. Note: CONSULTANT cannot guarantee structural

integrity of existing pool structures without confirming as-built condition of pool wall thickness, concrete reinforcement and compressive strength. Additional engineering for deficient structures will be considered an additional service and compensated for in conformance with Article 7.1.2, below.

- 4.1.4 Utilities design to swimming pool mechanical equipment points of connection, including:
 - .1 Sanitary sewer.
 - .2 Storm sewer.
 - .3 Domestic water.
 - .4 Natural gas.
 - .5 Pool heater flues and combustion / ventilation air louvers.
 - .6 Design and specification of heat exchangers (if utilized in lieu of pool heaters), including hot water or steam piping and controls.
 - .7 Electrical distribution, including single line diagram, three phase conduit and conductors, motor starters, and single phase conduit and conductors.
 - .8 Telephone and data communications.
- 4.1.5 Architectural, structural, mechanical, HVAC and electrical design of mechanical equipment room or other building structures as required; architectural and structural design of waterslides, waterslide towers or other wet play equipment (engineered shop drawings to be furnished by specialty vendors).
- 4.1.6 Landscape design including park connector ramp, retaining wall, fencing, planting, irrigation, site drainage, site lighting, shade structures and FF&E.
- 4.1.7 Miscellaneous plan check and permit fees as may be required by regulatory agencies.
- 4.1.8 CLIENT shall provide a complete bid documents set, featuring 100% construction drawings, specifications and addenda in half size to CONSULTANT.
- 4.1.9 Demo plan, including tree removal and rock removal.
- 4.2 All construction projects require inspection and maintenance following completion. Operation, inspection, and maintenance are the sole responsibility of the Project Owner and CONSULTANT shall have no

responsibility for any failures by the Project Owner or others to properly operate, inspect, or maintain the Project.

5.0 INDEMNITY

- 5.1 CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors and employees (collectively, CLIENT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom CONSULTANT is legally liable.
- 5.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees and sub-consultants (collectively, CONSULTANT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.
- 5.3 It is understood and agreed that the duty to indemnify does not include the duty to defend.
- 5.4 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

6.0 USE OF DOCUMENTS / ELECTRONIC FILES

- 6.1 CLIENT acknowledges the CONSULTANT's construction documents as instruments of professional service. Nevertheless, the drawings and specifications shall become the property of CLIENT upon completion of the work and payment in full of all monies due to the CONSULTANT. CLIENT shall not reuse or make any modifications to the drawings and specifications without the prior written consent of CONSULTANT. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by CLIENT or any person or entity that acquires or obtains the plans and specifications from or through CLIENT without the written authorization of the CONSULTANT.
- 6.2 Electronic files may be provided by CONSULTANT for review by CLIENT and use by the Design Team in the preparation of construction

documents. CONSULTANT assumes no responsibility for determining whether the data or software format are correct, up-to-date, or together represent actual conditions, or liability for the translations or results thereof. Acceptance or use by CLIENT of electronic files shall constitute a total release from liability, and as an indemnification for all costs or expenses from any claims, suits, judgments, or any other actions or liability as a result of such use. Under no circumstances shall delivery of the electronic files be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CONSULTANT be liable for any loss of profit of any consequential damages as a result of re-use of electronic files. Drawing plan views may be delivered in AutoCAD .dwg or Adobe .pdf format. Drawing detail sheets are considered proprietary and will be delivered in AutoCAD .dwg or Adobe .pdf format only.

7.0 COMPENSATION

- 7.1 CLIENT shall compensate CONSULTANT for services rendered as follows:
- 7.1.1 Basic Services: The Scope of Services described above shall be compensated for by a lump sum, fixed fee equivalent to: ONE HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$145,000.00) assigned to CONSULTANT.
- 7.1.2 Additional Services: If requested, additional services will be billed for on an hourly basis, in conformance with the rates outlined in Article 7.3, below.
- 7.1.3 Reimbursable Expenses: In addition to basic compensation, an allowance of \$5,500 shall be provided for reimbursable expenses. Reimbursable expenses will be billed at CONSULTANT's direct cost, and shall include the following:
- .1 Plotting and reproduction expense of Drawings, Specifications and other documents.
 - .2 Special delivery and handling of documents and correspondence such as courier and overnight delivery services.
 - .3 Travel and lodging expense associated with travel outside of Southern California in connection with the Project.

7.2 Terms of Payment:

7.2.1 Payments for Basic Services shall be made based upon percentage of completion in not less than monthly installments, in conformance with the following schedule of values:

.1	Schematic Design Phase.....	\$21,750.00
.2	Design Development Phase.....	\$43,500.00
.3	Construction Documents Phase.....	\$58,000.00
.4	Plan Approval, Bidding or Negotiation Phase...	\$ 7,250.00
.5	Construction Observation Phase.....	\$14,500.00

7.3 Hourly Rates:

7.3.1 Compensation for additional services (when requested and authorized in advance by CLIENT) shall be provided in conformance with the following hourly rates:

.1	Principal.....	\$ 195.00 per hour
.2	Project Architect / Engineer.....	\$ 175.00 " "
.3	Project Manager.....	\$ 155.00 " "
.4	Designer.....	\$ 110.00 " "
.5	Clerical.....	\$ 60.00 " "

8.0 **TIME**

8.1 CONSULTANT shall prosecute design work in conformance with the following schedule, contingent upon receipt of all required information (program, base sheets, soils data, etc.) from CLIENT or CLIENT's designated representative:

8.1.1 Schematic Design Phase: Complete within forty (40) calendar days of CONSULTANT's receipt of fully executed professional services agreement between CLIENT and CONSULTANT.

8.1.2 Design Development Phase: Complete within fifty (50) calendar days of approval of Schematic Design Documents and authorization to proceed with Design Development Phase.

8.1.3 Construction Documents Phase: Complete within sixty (60) calendar days of approval of Design Development Documents and authorization to proceed with Construction Documents Phase.

9.0 AUTHORIZED SIGNATURES

9.1 This proposal is valid for thirty (30) calendar days from the date referenced below and is submitted for and in behalf of CONSULTANT by:

AQUATIC DESIGN GROUP, INC.



By: Scott Palmer
Its: Director of Marketing



By: Gregory S. Ferrell, AIA
Its: Principal

12 August 2020

Date



August 17, 2020

Via Email: PPusich@tska.com

Mr. Pat Pusich, AIA
TSK Architects
225 South Arlington Avenue, Suite A
Reno, Nevada 89501

Re: Proposal for Option 1 Civil Design Services at IVGID Burnt Cedar Pool

Dear Mr. Pusich:

Resource Concepts, Inc. (RCI) is pleased to be a part of the TSK design team for the Burnt Cedar Pool renovation project and per your request, is submitting this proposal for professional civil engineering services. The attached spreadsheet provides the breakdown of fees for the tasks shown below, which totals \$28,790.00. The RCI scope of work includes:

Task 1A: Site Investigation **\$3,500.00**

RCI anticipates an initial project kick-off meeting, coordination with Incline Village General Improvement District (IVGID) and the design team that will include no more than two meetings, and one initial engineering site visit to familiarize ourselves with the project area.

Task 1B: Site Assessment **\$4,900.00**

RCI will coordinate with IVGID and TSK to obtain all available plans and documentation associated with the existing development to better understand existing grading and drainage, existing utilities, TRPA coverage and land capability, and site access. Additional RCI work under this task will include verifying and updating our survey base map as needed, and participating in no more than two project team meetings.

Task 1C: Outreach & Workshops **\$4,100.00**

RCI involvement in this phase of work will include preparing a conceptual layout of the proposed site, as it pertains to our work, attending two project workshops and participating in two project team meetings.

Task 1D: Agency Outreach **\$2,800.00**

Based on the information obtained from the site investigation and assessment, RCI will coordinate with TRPA, Washoe County Building and Washoe County Environmental Health to determine permitting requirements through each agency for preparation of site plan development in the next phase. In the event the site requires TRPA coverage mapping, scenic assessment, or any other permitting beyond grading, RCI will provide a separate scope and fee for said work for your authorization. Washoe County permitting will be limited to the Building Permit.

Mr. Pat Pusich
August 17, 2020
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Task 1E: Civil Design Plans

\$12,500.00

RCI will use the survey mapping prepared by RCI under a separate contract with IVGID, along with the information gathered through the site investigation, site assessment and agency outreach phases to prepare a total of three plan sets. The first plan set will be a draft Design Development set for initial team and client review and comment. The second plan set will incorporate comments from the review into a 100% construction plan set for final team and client comments. The third plan set will be the final plan set for use in bidding and construction. Plans will include existing and proposed site layouts, proposed grading and drainage for walkways and AC paving, pedestrian access, wall locations with guardrails, ADA compliance of exterior walkways and ADA parking based on the project extent provided to RCI by IVGID, water and sewer utilities that do not include pool system infrastructure, and associated notes and details. Each plan set will include a Notes and Specifications plan sheet instead of a stand-alone set of technical specifications.

Task 1F: Cost Estimates

\$600.00

RCI will prepare a total of three cost estimates, one to accompany each plan set submittal. Each engineer's cost estimate will be itemized, based on the materials shown on our plans and team/client comments.

Task 1G: CMAR Selection

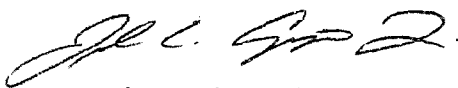
\$390.00

RCI assumes no more than two hours of time to provide support services associated with the selection of a CMAR. Time includes meeting and coordination.

Work not included in this proposal includes, but might not be limited to, field surveying or construction staking, geotechnical or structural engineering, pool system design and drainage, and any additional work not specifically stated herein.

Please contact me with any questions or comments.

Sincerely,



Joseph E. Cacioppo, P.E.
Principal

JEC/jm

Civil Engineering Fee Proposal

IVGID - Burnt Cedar Swimming Pool Improvements

RCI Project No. 20-604-00

Prepared: August 17, 2020

Task & Description	Fee
1A. Site Investigation IVGID Kick-Off Meeting Engineering Site Visit Project Team Coordination (2 Meetings)	Task Fee \$3,500.00
1B. Site Assessment Project Team Coordination (2 Meetings) Record Plan Review Follow-Up Site Visit Initial Mapping	Task Fee \$4,900.00
1C. Outreach & Workshops Project Team Coordination (2 Meetings) Attend Two Workshops Workshop Preparation	Task Fee \$4,100.00
1D. Agency Outreach TRPA Meeting & Coordination Washoe County Building Coordination Washoe County Health Dept. Coordination (if needed) Project Team Coordination (2 Meetings)	Task Fee \$2,800.00
1E. Design Plans Design Development Plan Set Engineering Site Visit 100% Plan Set - Revision 1 (Based on project team comments) Project Team Coordination (2 Meetings)	Task Fee \$12,500.00
1F. Cost Estimate Prepare Initial Cost estimate Prepare Revision 1 Cost Estimate	Task Fee \$600.00
1G. CMAR Selection Preliminary Coordination w/Initial Meeting (if needed)	Task Fee \$390.00
Total Phase 1 Conceptual Design Fee	\$28,790.00

Notes:

1. Project Team includes IVGID, TSK and other design consultants.
2. Fees do not include TRPA permitting.



4599 Longley Lane
Reno, NV 89502
T 775.828.4889

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Via email ppusich@tska.com
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August 17, 2020

Mr. Pat Pusich, AIA, ICC
Principal
TSK Architecture
225 South Arlington Ave, Ste B
Reno, NV 89501

Subject: Incline Village General Improvement District, Burnt Cedar Beach, Incline Village, NV -
Swimming Pool Improvements
Mechanical, Plumbing and Electrical Engineering Fee Proposal

Dear Pat,

We have reviewed your request for proposal, dated August 12, 2020, together with the concept drawing package, identified as Option 1, dated August 05, 2020, for the subject project. We understand that this project consists of replacing an existing outdoor pool with a new lap pool and new wading pool along with two (2) outdoor hand wash stations, two (2) outdoor type showers, new/expanded pool deck, and a new pedestrian pathway from the existing vehicle parking to Burnt Cedar Beach. Low level exterior pathway lighting will be required for both the new pedestrian pathway and at perimeter pool deck areas. The existing pool equipment room shall be renovated and shall include power system upgrades to accommodate new pool equipment along with mechanical system upgrades including combustion air, ventilation air, and freeze protection, as required.

For purposes of this proposal, it is assumed that incoming plumbing and electrical systems currently serving this pool equipment room and pool deck areas will be adequate for this proposed renovation project. If determined the existing plumbing and electrical systems are inadequate to support these project upgrades as described above, new incoming plumbing and electrical services shall be required. An optional separate electrical and plumbing design services fees will be required.

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

Scope of Work: Our plumbing consulting engineering services shall include domestic hot and cold water systems, waste and vent piping, natural gas piping system, and other incidental plumbing equipment, materials, and piping appurtenances. We will design single points of connection to systems designed by others including water features and pools.

Scope of Work: Our electrical consulting engineering services shall include the design of lighting, power services and single point connections to systems designed by others including specialty lighting, pool systems, fire alarm/life safety systems, low voltage information technology and A/V systems. We will perform electrical International Energy Conservation Code calculations for MSA Engineering Consultants' own lighting design to verify compliance with energy conservation standards. No allowance has been made to provide calculations for lighting and control systems designed by others. Electrical utility systems design related to serving property improvements are excluded from the scope of this proposal.

Scope of Services: We propose to provide engineering services for this project. Our drawings will be prepared using Revit Version 2020. Fonts used on this project shall be provided by architect granting license to consultant for use on this project. Our services shall include consultation, calculations, plans and specifications on plans suitable for competitive bidding and construction. Our services during the design phase of this project shall include up to two (2) combined discipline local Reno NV design coordination meetings, and two (2) combined discipline job meetings or observations to review project specific MPE systems existing conditions.

Our (CP) construction phase services shall include consultation, shop drawing and submittal review and up to two (2) combined discipline job site observations. Additional meeting attendance or job site observations during design and construction can be provided as an optional service and will be billed on a fixed fee basis of \$800.00 per visit, per discipline. Construction Phase support other than shop drawing review, noted observations and responses to contractor RFI's will be performed on an hourly basis of \$175.00 per hour. Hourly fees will apply for optional services including: Owner or Architect generated design changes, alterations to issued for permit plans for AHJ inspections/sign off due to contractor substitution of materials or installation methods, alterations to issued for permit plans for Owner occupied 'value engineering' changes.

Additional Services: Should the project scope or schedule materially change from our proposed scope of work, our fees will be reviewed and adjusted accordingly by mutual agreement. Major revisions to the scope of work that are inconsistent with previous direction or otherwise out of our control shall also be considered additional services. We will provide additional services (scope changes, reissue documents, issue multiple permit packages, value engineering, opinion of probable cost, contractor pricing review, commissioning services, third-party/independent plan review, record documents, etc.) on a pre-negotiated lump-sum basis. Our fees are based on the floor and ceiling plans being "frozen" without change after design development phase documents are approved by the Owner's representative. Re-calculation or re-design of our work based on alternate products being proposed or used during construction is considered an additional service.

Revit Projects: Revit projects involve drawing/modeling three-dimensional elements in Autodesk Revit, utilizing its parametric engine to manage and coordinate elements within a collaborative multi-discipline central model. MPE data is embedded in the project. Collision detection tools are employed to degrees dependent upon the Level of Development (LOD). This project will be documented with the intent of reaching Level of Development 300, as defined by the "2019 Level of Development Specification", published by BIMFORUM (<https://bimforum.org/loa/>).

Client acknowledges that the use of 3D (Revit) model will not result in zero (0) conflicts, errors or contractor change orders. Graphical depictions from the Revit model, just as with traditional two dimensional design drawings, are to facilitate construction by expressing the design intent of the finished project. The Revit model does not contain all details, components and information necessary for a complete installation. The Revit model does not represent the only solution to meet project requirements.

Revit level of development allowed for this project shall be a modified version of the BIMFORUM LOD 300 and shall be as defined by MSA in the linked documentation below. Any deviation to this LOD definition must be previously agreed upon prior to this proposal date.

MSA BIM & LOD Definition Agreement

Coordination Time Requirements: Complete civil, landscaping, architectural, interior design and related consultants documents as well as specialty lighting, pool systems, FF&E (fixtures, furnishings and equipment) items, and information technology systems must be provided to our office a minimum of two weeks prior to any scheduled document issue. This time frame will allow for electrical, mechanical and plumbing systems coordination among the consultants involved with the project. We will require both electronic and full size prints of architectural and consultant progress packages. We shall not be responsible for the project or construction schedule as we have no control over others scheduling, changes, manpower and equipment availability.

Accelerated Services: Our performance is contingent on the Architect, Interior Designer and other consultant's actions or inactions. We require a minimum lead-time between receipt of completed designs of other consultants and issuance of our documents as indicated above. We can provide multiple issuances and/or accelerated (overtime) efforts as required to accommodate deadlines. We will provide these efforts as an additional service.



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 Via email ppusich@tska.com
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Exclusions: Excluded from the scope of work for this project are design and specification of enhanced HVAC systems designs as they relate to the mitigation of contracting and the spread of COVID-19 and other infectious airborne pathogens, life safety systems (fire pumps, sprinklers and alarm), lightning protection systems, pool systems including pool related grounding systems, review of fire sprinkler protection and fire alarm shop drawing submittals, alternate systems studies and/or design, life cycle costing, LEED, geothermal systems, solar/photovoltaic and all work relating to temporary construction power, review and responsibility of construction, health and safety precautions or construction sequences and procedures, means, methods, techniques, or sequences as may be involved with this project. Commissioning services including observation of services performed by others, programming, training, and review of final reports is excluded from this proposal scope. Environmental services related to mold, asbestos, toxic, or hazardous materials abatement, encapsulation, or removal is expressly excluded from our services.

Reimbursable Expenses: In addition to our consulting service fees during design and construction administration, our reimbursable expenses will be invoiced as follows:

1. Express Plan Check attendance at \$175.00 per hour with a \$500.00 minimum.
2. Plan reproduction, except for MSA Engineering Consultants' use, will be at cost.
3. Express shipping at cost.

Insurance: Total Professional and General liability shall be limited to the amount of our fee for this project. \$25,000 deductible applies. Workers' compensation insurances shall be maintained in force for the duration of this project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Dispute Resolution: Any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceeding by either party.

Sole Remedy: Notwithstanding anything to the contrary contained herein, Client and MSA Engineering Consultants agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's Shareholders, Directors, Officers or Employees, independent professional associates, subconsultants and subcontractors.

Engineering Services Fee: Our engineering services fee for this project shall be as follows:

	Schematic Design	Design Development	Construction Documents	Construction Administration	Total
Mechanical/Plumbing Design	\$ 2,900.00	\$2,700.00	\$2,400.00	\$2,600.00	\$10,600.00
Electrical Systems Design	\$ 3,900.00	\$ 3,700.00	\$4,600.00	\$3,300.00	\$15,500.00
Total	\$6,800.00	\$6,400.00	\$7,000.00	\$5,900.00	\$26,100.00



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Option:

Plumbing and Electrical Utility Upgrades: Upgrades to plumbing utilities including new water service, sanitary sewer, and/or gas service. Plumbing systems shall be designed to five feet beyond the building perimeter. Upgrades to electrical utilities including a new single metered outdoor electrical service. Electrical utilities shall be designed serving the utility company's secondary point of connection. Our fee for these upgrades shall be as follows:

Plumbing Systems Design:	\$ 3,400.00
Electrical Systems Design:	\$ 8,500.00
	<hr/>
Total Optional Services Fee:	\$ 11,900.00

Accept: _____

Decline: _____

Payment Schedule: Progress billings will be submitted monthly based on Schematic Design 20%, Design Development 30%, Construction Documents 40%, Construction Phase 10%. Progress and final payments are due upon receipt of invoice. If client fails to pay MSA within 45 days after receipt of invoice, MSA reserves the right, after giving seven days' written notice to client, to suspend services under this proposal until the outstanding accounts have been paid in full. At that time, MSA may request a retainer prior to resuming services on behalf of client. Interest will be charged on outstanding accounts at the rate of 1-1/2% per month of the outstanding balance on accounts over 45 days old. No deductions shall be made from this Consultant's compensation on account of penalty, damages or other sums withheld from payments to architect, contractors, or on account of the cost of changes in the work. Collection fees will be added to the balance due in the event that this account is delinquent and is assigned to an agent for collections. MSA Engineering Consultants is incorporated as Melroy Engineering Inc. dba MSA Engineering Consultants.

Consequential Damages: Client and MSA Engineering Consultants waive consequential damages for claims, disputes or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the termination provisions of this agreement.

Suspension of Services: Client, may at any time, suspend MSA Engineering Consultant's services for a period of not more than 90 days upon written notice to MSA Engineering Consultants. MSA Engineering Consultants shall resume services upon written authorization from client. MSA Engineering Consultants shall be compensated and will require a time extension as a result of suspension of services.

Standard of Care: In providing services under this agreement, MSA Engineering Consultants will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing in the same locality, under similar circumstances, in the same timeframe. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the information evaluated. MSA Engineering Consultants makes no warranties, express or implied, as to its professional services rendered under this agreement.

Limitations: Orders of restrictions issued by civil authorities and other conditions relating to the COVID-19 pandemic may interfere with MSA Engineering Consultants ability to perform or otherwise impact our ability to work. MSA Engineering Consultants will communicate any anticipated delays or impacts and work closely with the client to identify a mutually acceptable solution to advance our completion of its services.

Third Party Litigations: Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the client or MSA Engineering Consultants.



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Via email ppusich@tska.com
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Termination: This agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. MSA Engineering Consultants shall be compensated for all services performed prior to written notice of such termination.

Status of Deliverables: All designs, drawings, documents, specifications, electronic software bases and reports delivered under any contract that results from this proposal shall remain the property of MSA Engineering Consultants and will be furnished for use by our client solely for the specific project described in this proposal. The client waives all rights to use the plans, specifications or other documents prepared by MSA Engineering Consultants until payment has been received. Reuse or distribution to third parties without written permission or project-specific adaptation by MSA Engineering will be at client's sole risk and without liability to MSA Engineering.

Subsequent Agreement: Any subsequent Agreement/Contract between MSA Engineering Consultants and client is hereby incorporated and made part of this Agreement. In the event of any conflict between these agreements, the provisions of this proposal shall take precedence.

Proposal Acceptance: This proposal shall become binding, subject to the terms and conditions herein, when accepted by the Client through written or verbal acknowledgment, commencement of the work, furnishing of any documents, payments for services by Client or acceptance of payment by MSA Engineering Consultants. Pricing for proposal is valid for 90 days. On behalf of MSA Engineering Consultants, I would like to thank you for the opportunity to participate in this project.

Respectfully,

Katie Callender, PE
Director of Operations
KC/kc

This Proposal Accepted:

Name _____

Title _____

Date _____

Signature _____

Client Project Number _____

Pat Pusich

To: Boise Wilcox
Subject: RE: EXTERNAL EMAIL: Re: EXTERNAL EMAIL: Re: FW: Burnt Cedar Beach Project and Phase 2 moving ahead - will need MSA MPE Proposal.

From: Boise Wilcox <boise@nelson-wilcox.com>
Sent: Monday, August 17, 2020 9:08 PM
To: Pat Pusich <PPusich@tska.com>
Subject: EXTERNAL EMAIL: Re: EXTERNAL EMAIL: Re: FW: Burnt Cedar Beach Project and Phase 2 moving ahead - will need MSA MPE Proposal.

Thanks Pat. Sounds good.

On Mon, Aug 17, 2020 at 8:30 PM Pat Pusich <PPusich@tska.com> wrote:

Hello Boise, NWSE Fee at \$7,000.
Possible expanded mech pit walls in the mech room
Low retaining wall (less than 30" in ht approx 40' long.
New CMU screen wall (less than 7' on height and roughly 30' long.
Wrought iron fence base plate connections.
New raised concrete housekeeping pads at existing mechanical room if required.
Expanded pit in existing mechanical room
(does not include an expansion to the existing mechanical room)

From: Boise Wilcox <boise@nelson-wilcox.com>
Date: 8/17/20 5:42 PM (GMT-08:00)
To: Pat Pusich <PPusich@tska.com>
Subject: EXTERNAL EMAIL: Re: FW: Burnt Cedar Beach Project and Phase 2 moving ahead - will need MSA MPE Proposal.

Hey Pat,
Please plug us in for \$7,000. Let me know if and when you need a proposal.
Thanks.

Boise Wilcox, SE, LEED AP
Nelson Wilcox Structural Engineers
225 South Arlington Ave, Suite B
775-848-3166
nelson-wilcox.com

Pat Pusich

To: Steve Noll
Subject: RE: Burnt Cedar and tracking ETA of proposals

From: Steve Noll <snoll@designworkshop.com>
Sent: Tuesday, August 18, 2020 4:32 PM
To: Pat Pusich <PPusich@tska.com>
Subject: EXTERNAL EMAIL: RE: Burnt Cedar and tracking ETA of proposals

Here we go.

DD- which means site plan showing landscape improvements and the new walkway adjacent to the pool. Three 3D perspectives showing the proposed design - \$9600
CD- planting and irrigation plans for landscape improvements. Fence details by others - \$5100
CA- three site visits as need to review landscape improvements- \$3800
Permit – Respond to permitting and bidding questions - \$1,000
Meetings- five coordination meetings/ calls to review plans -\$2400
Total \$21,900

Let me know if this works. Sorry for the delay/

Steve Noll
Principal

DESIGNWORKSHOP

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 **in f**

From: Pat Pusich <PPusich@tska.com>
Sent: Tuesday, August 18, 2020 4:26 PM
To: Steve Noll <snoll@designworkshop.com>
Subject: RE: Burnt Cedar and tracking ETA of proposals

through CA.

And remember that IVGID wants a rendered site plan as well
IVGID wants to add some landscape into the deck also.
the connector path is also base bid design item.

Thx Pat

Chorey, Nathan P.

From: Pat Pusich <PPusich@tska.com>
Sent: Friday, August 14, 2020 4:27 PM
To: Chorey, Nathan P.
Subject: RE: CMAR vs. Design-Bid-Build

Hello Nathan and thank you for asking for our opinion on Delivery Systems 0 – CMAR and Traditional Design Bid Build.

TSK has worked on far more CMAR Projects over the last 5-7 years versus Traditional Design Bid Build. Probably at a ratio of 4 to 1.

it is the delivery method of choice for nearly all government groups we work for:

- Washoe County School District
- Douglas County School District
- Clark County School District
- Douglas County
- University of Nevada & University of Nevada Las Vegas.
- TMCC
- and many more.

The initial benefit of CMAR over traditional Design Bid Build is that you can select a Contractor based on their qualifications, their expertise, and their track record.

Not having to take in the lowest bidder that you are not sure why they were low bidder. Did they leave something out, are they looking to take advantage at a later stage with change orders?

A major benefit of the CMAR delivery is you get contractor experience and recommendations brought to the team at the Schematic Design Phase.

The CMAR brings an expert to the table right away in terms of construction scheduling – knowing how long it will take to build the project, what phases are needed and ways to design a project to help the schedule be as efficient as possible.

The CMAR makes recommendations on less expensive design detailing, building systems, etc..

They have the pulse on what subcontractor costs are in real time and the CMAR provides a cost estimate at the completion of each milestone phase of SD/DD/ and CD

At the end of DD the project budget is well established and all steps to reduce costs and have an efficient design are included in the Construction Documents.

With Traditional Design Bid Build Delivery you don't know what the construction costs will be until the project bidding phase is completed.

If the project comes in over budget it is typically an unpleasant experience and there is a delay in awarding a contract as a typical redesign and rebid phase has to occur.

The Traditional Design Bid Build Delivery will also be hard pressed to meet the schedule with Tahoe having a limited 6 month building season.

CMAR can have an early preconstruction phase where all of the submittal reviews occur prior to construction beginning and long lead items identified at an earlier stage of the project.

For small projects where the construction is not complicated or driven by a tight budget or shortened building seasons, Traditional Design Bid-Build Delivery is a beneficial delivery, but TSK Architects believes that the Burnt Cedar Swim Center with a tight budget, and a short construction schedule (one season) would be an excellent candidate for a Construction Manager at Risk (CMAR) Delivery.

Regards, Pat

From: Chorey, Nathan P. <npc@ivgid.org>
Sent: Friday, August 14, 2020 3:03 PM
To: Pat Pusich <PPusich@tska.com>
Subject: EXTERNAL EMAIL: CMAR vs. Design-Bid-Build

Hi Pat,

We are discussing project delivery methods with our Board of Trustees for the Burnt Cedar Swimming Pool Improvement Project. Can you please briefly share TSK Architect's experiences on CMAR and Design-Bid-Build project delivery methods? And what you believe is appropriate for the Burnt Cedar Swimming Pool Improvement Project?

Thank you.

Nathan Chorey, PE

Engineering Manager
Incline Village General Improvement District
1220 Sweetwater Road, Incline Village NV 89451
P: 775-832-1372
F: 775-832-1331
M: 530-448-4895
npc@ivgid.org
<http://ivgidpublicworks.com>

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Chorey, Nathan P.

From: Pat Pusich <PPusich@tska.com>
Sent: Tuesday, August 18, 2020 9:08 AM
To: Chorey, Nathan P.
Cc: Winqest, Indra S.; Guy Steele-Perkins
Subject: RE: CMAR list from TSK
Attachments: CMAR for Pat - SOQ P137.pdf

Hello Nathan and Indra
attached is a partial list of CMAR Projects.
The list shows most of our larger CMAR Projects.

There are a about a dozen smaller CMAR Projects that were all less than 1M each.

Even though they were small in budge they were complex that they had condensed building season and buildings were occupied during construction/renovations.

Smaller CMAR Projects list:

Churchill County School District

- Yerington HS Locker Room Remodel
- Dayton HS Locker Room Remodel
- Fernley HS Locker Room Remodel

Carson Valley Swim Center

- Roofing & Solar Panel Replacement
- Locker Room Renovation
- Lobby and Office Renovation
- Splash Pool and Slide Tower Renovation
- West Expansion (under design & CMAR Selected)

Douglas County School District

- Jacks Valley ES Renovation

Douglas County Justice and Law Enforcement Center

- East Fork Justice Courtroom Renovation
- Social Services Building Renovation

Churchill County School District

- Junior High Gym Renovation

Thank you,
Pat

From: Chorey, Nathan P. <npc@ivgid.org>
Sent: Monday, August 17, 2020 9:26 AM
To: Pat Pusich <PPusich@tska.com>
Cc: Winqest, Indra S. <ISW@ivgid.org>
Subject: EXTERNAL EMAIL: FW: CMAR

Hi Pat,
Can you please provide a list of projects with the approximate construction budget that TSK has completed with CMAR.
Thanks.

DELIVERY METHODS (CONT'D)

This table features a list of our education and public service projects over the last 10 years and shows TSK and our team’s performance in relation to budget management and timing schedules.

TABLE 1: CMAR AND DESIGN-BUILD PROJECT SUMMARY, 2010-2020

PROJECT	BUDGET	BID/GMP	FINAL COST	SCHEDULE	ACTUAL
Rex Bell Elementary School (CMAR)	\$28.8m	\$28.8m	\$28.8m	Aug 2017	Aug 2017
Utility Services Support Building (DB)	\$7.5m	\$6.5m	\$6.9m*	Apr 2010	Apr 2010
DMV Sahara Service Center (CMAR)	\$18.0m	\$18.0m	\$17.9m	Nov 2016	Dec 2016
UNLV School of Medicine Tenant Improvement (CMAR)	\$2.78m	\$2.78m	\$2.70m	Nov 2016	Nov 2016
TMFPD Fire Station No. 35 (DBB)	\$2.1m	\$2.1m	\$2.4m*	May 2014	Jun 2014
Metro Building Renovations (CMAR)	\$1.67m	\$1.67m	\$1.67m	Apr 2016	Apr 2016
US BoR Date Street Campus (DB)	\$9.8m	\$9.8m	\$10.3m***	Apr 2013	Apr 2013
CSN Laboratory Renovation (CMAR)	\$10.5m	\$10.9m	\$10.45m	Sep 2011	Sep 2011
TMFPD Fire Station No 14 (CMAR)	\$5.52m	\$5.42m	\$5,40m	Jun 2018	May 2018
CSN Health Sciences Building (CMAR)	\$5.1m	\$4.83	\$4.19m	Dec 2014	Dec 2014
Starbucks Distribution Center (DB)	\$40.0m	\$40.0m	\$39.6m	Jul 2018	Jun 2018
CSN Student Union (CMAR)	\$70.0m	\$68.0m	\$66.8	Sep 2019	Sep 2019
Douglas County Community and Senior Care Center (CMAR)	\$18.0m	\$17.95m	\$16.75m	Jul 2014	Jul 2014
US Bureau of Reclamation Admin Building (DBB)	\$11.0m	\$10.97m	\$17.31m**	Oct 2011	Oct 2011
Carson Valley Middle School Renovation (CMAR)	\$3.0m	\$2.98m	\$3.8m*	Nov 2017	Nov 2017
West LA College Technology Learning Center (CMAR)	\$30.0m	\$29.3m	TBD	Dec 2021	TBD
Cerritos College Auto Classroom (DB)	\$4.5m	\$3.3m	\$3.3m	Mar 2010	Mar 2010
WCSD Lemelson STEM Academy (CMAR)	\$4.5m	\$4.4m	\$4.4m	Aug 2014	Aug 2014

* Owner requested scope increases, additional cost and schedule change due to unforeseen site conditions

** Owner obtained additional financing after the bid allowing for the inclusion of sustainable elements to achieve their desired LEED Certification Level

*** Owner requested second floor mezzanine addition after GMP submission