

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Brad Underwood, Director of Public Works

**FROM:** Kate Nelson, Engineering Manager

**SUBJECT:** Review, discuss and possibly approve a professional services agreement with DOWL LLC for water model services associated with the Watermain Replacement - Alder Avenue CIP# 2299WS1802 (Requesting Staff Member: Director of Public Works Brad Underwood)

**RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):**

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
  
- Conduct planning and design, prior to advancing projects or procurement, to ensure new District assets meet operational requirements and enhance the parcel owners and customer experience.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Conduct Meetings of the Board of Trustees Policy 3.1.0.5(f); Capital Planning Multi-Year Capital Planning Policy 12.1.0; Purchasing Policy for Goods and Services Policy 20.1.0

**DATE:** May 25, 2023

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## **I. RECOMMENDATION**

1. Approve the professional services contract with DOWL LLC for water model services associated with the Watermain Replacement - Alder Ave CIP#2299WS1802 project in the amount of \$7,000.
2. Authorize the Director of Public Works to execute the contract in substantially the form presented.

## **II. BACKGROUND**

The Alder Avenue project is a continuation of the multi-year program to replace 1960's-era thin-wall steel watermains and other deficient watermains. The criteria for replacement priority has been to replace those watermains with the most leaks and those in streets with aging pavement. The waterline section that has been identified for replacement is a 6" and 8" steel waterline located within an undeveloped lot between Northwood Boulevard and Alder Avenue (Attachment A) and extends west along Northwood Boulevard.

The current condition of this line is extremely poor and results in numerous leaks that require the pipeline crew to repair with clamps. As part of the planning process for replacement of this line, a water model of the area is required to determine what the most effective replacement will be to meet current flow and pressure requirements. IVGID does not have an easement recorded for the waterline that bisects the undeveloped lot. As part of the water model request of the consultant, a scenario will be run without this segment of line to see what effects it has to the system. If the system is found to be deficient without this section of line, other scenarios will be run to determine if other improvements to adjacent mains (within documented easements) may be completed to provide the required flows and pressures. If it is determined that this line must be replaced to maintain flow and pressure requirements in conjunction with design, staff will work with the property owner to formalize and record the easement documentation.



Photo of leaking waterline directly adjacent to a previous repair clamp.

This item is placed on the Consent Calendar in accordance with Policy 3.1.0.4.

### **III. BID RESULTS**

This work is not subject to competitive solicitation due to the dollar amount of the contract; however, DOWL LLC did participate in the Statement of Qualification solicitation for On-Call Professional Services completed earlier this year (Attachment B). DOWL LLC is the engineering firm that has been contracted for the Utility Water and Sewer Masterplan project. As part of the masterplan, DOWL has been tasked with preparing an updated and calibrated water model of the water distribution system. Since DOWL has the background information needed for the water model, they were chosen to provide a cost proposal. Their cost proposal of \$7,000 is in-line with other water model services the District has done in the recent past. The professional service contract with detailed scope of work can be found as Attachment C.

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

Internal planning and design for the Watermain Replacement - Alder Avenue CIP#2299WS1802 (Attachment D) project was approved for funding in FY 2022/2023. A total of \$65,000 in funding was approved by the Board of Trustees

at the May 26, 2022 meeting.

**V. ALTERNATIVES**

Not approve the water model and direct staff to replace the waterline in the same location, same size and different pipe material type. Staff will still work with the property owner to formalize and record the easement documentation.

**VI. COMMENTS**

The Professional Services Agreement has been reviewed and approved substantially to form by District Legal Counsel.

**VII. BUSINESS IMPACT/BENEFIT**

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

The project is necessary to replace watermain infrastructure that has outlived its useful life and requires the use of valuable resources when repair is necessary. This will maintain reliability for customers.

**VIII. ATTACHMENTS**

1. Attachment A - Location Map
2. Attachment B - Public Works Listed Professionals for On Call Services 2023-2025
3. Attachment C - Draft Dowl\_Alder Avenue Waterline Modeling\_bbk approved
4. Attachment D - 2299WS1802 - Watermain Replacement - Alder Avenue

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

1. Approve the professional services contract with DOWL LLC for water model services associated with the Watermain Replacement - Alder Ave CIP#2299WS1802 project in the amount of \$7,000.
2. Authorize the Director of Public Works to execute the contract in substantially the form presented.





**ATTACHMENT A**

**Waterline Replacement - Alder Ave**  
Location Map

*Approximate Location of Waterline to be replaced*



**Incline Village General Improvement District  
Qualified Professionals  
For On-Call Services  
2023-2025**

Incline Village GID, requested Statements of Qualifications (SOQ) from consulting firms for various engineering fields and professional services. The solicitation was publicly advertised as required by NRS 338 and all documents were posted on PlanetBids. The intent of the request was to establish an on-call list of consulting firms for various disciplines for 2023 through 2023. The list may be utilized beyond 2025 at the discretion of the Public Works Director.

**CIVIL ENGINEERING**

CFA Inc.  
Dowl Llc  
JK Architecture Engineering  
Lumos & Associates  
Nichols Consulting Engineers  
Reno Tahoe Geo Associates  
Resource Concepts  
Shaw Engineering  
Wood Rogers

**ELECTRICAL ENGINEERING**

Dowl Llc  
JP Engineering  
PK Electrical

**SURVEYING**

CFA Inc  
Dowl Llc  
Lumos & Associates  
Resource Concepts  
Wood Rogers

**ARCHITECTURAL**

COAR Design Group  
H+K Architects  
JK Architecture Engineering  
TSK Reno

**STRUCTURAL ENGINEERING**

Resource Concepts

**MECHANICAL ENGINEERING**

Etchemendy Engineering

**TRAFFIC STUDIES**

LSC Transportation Consultants

**GEOTECHNICAL SERVICES**

Black Eagle  
Construction Materials Engineers  
Geotechnical & Environmental Services  
Lumos & Associates  
Reno Tahoe Geo Associates

**MATERIALS TESTING & INSPECTION**

Black Eagle  
Construction Materials Engineers  
Geotechnical & Environmental Services  
Lumos & Associates  
Reno Tahoe Geo Associates

The above unranked list presented in alphabetical order represents the approved professionals based on category.

Projects may be assigned in three (3) different ways:

- 1) A firm may be selected by the City from the appropriate service category based upon on their project experience and qualifications,
- 2) At least three firms from a service category may be invited to participate in a request for approach process or participate in a short interview to determine which firm's qualifications best match the project needs, or,
- 3) Incline Village GID may issue a request for proposals and solicit responses for individual projects from all interested firms nationwide, independent of the SOQ list.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as of (date) by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **DOWL, LLC, a Delaware Limited Liability Corporation**, with its principal place of business at 5442 Longley Lane, Suite A, 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 engineering services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing surveying services to public clients, is licensed in the State of Nevada, and is familiar with the plans of the District.
- 2.3 Project. District desires to engage Consultant to render modeling services for the District’s upcoming Watermain Replacement – Alder Avenue 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 services consisting of a water model study of existing conditions and three proposed waterline alternative scenarios, resulting in the preparation of a Technical Memorandum (TM) for the subject Project (the “Services.”) The Services to be provided are more particularly described in Exhibit A, Consultant’s Scope of Work, 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, Consultant’s fee schedule.
- 3.1.2 Term. The term of this Agreement shall be from May 26, 2023 to July 25, 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 and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder by July 25, 2023.
- 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: [Matt Van Dyne](#).
- 3.2.5 District's Representative. The District hereby designates [Engineering Manager Kate Nelson](#) 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 her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates [Matt Van Dyne](#) 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:* A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance:* Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

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

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

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

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

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

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

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

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

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



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

### **3.3 Fees and Payments.**

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed Seven Thousand Dollars (\$7,000.00) 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](mailto:invoices@ivgid.org), with a copy to [rlr@ivgid.org](mailto:rlr@ivgid.org). Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit A, 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: Kate Nelson

**Consultant**

DOWL, LLC  
5442 Longley Lane, Suite A  
Reno, Nevada 89511  
Attn: Matt Van Dyne

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.

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

**CONTRACTOR:**  
**DOWL, LLC**  
**Agreed to:**

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

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

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
Joshua Nelson  
District General Counsel

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

\_\_\_\_\_  
*Date*

**Exhibit A**  
**Consultant's Scope of Work**



## EXHIBIT A SCOPE OF WORK

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### Incline Village General Improvement District Steel Water Line Modeling

#### INTRODUCTION

Incline Village General Improvement District (IVGID) has asked DOWL to prepare this scope of work to perform modeling services for potential changes to their water distribution system. This project will include modeling the existing condition of a 6-inch steel water line located between Alder Avenue and Northwood Boulevard, modeling a scenario where the line is upsized to 8-inch, and modeling a scenario where the 6-inch line is removed. DOWL will provide the model assumptions and results for all three scenarios in a technical memorandum (TM).

The phase and task breakdown for the project is designated as follows:

- Task 1 – Water System Modeling

#### DESIGN SERVICES

##### Task 1 – Water System Modeling

###### *Objective*

Model three different alternatives for the 6-inch steel water line that runs north/south between Alder Avenue and Northwood Boulevard. This modeling effort will include three scenarios. Modeling assumptions, process, and results will be documented in a TM.

###### *Approach*

The following approach applies:

- The existing hydraulic model of the IVGID system will be run under the following scenarios:
  - Existing
  - 6-inch line upsized to 8-inch
  - 6-inch line removed
- The area immediately surrounding the line in question will be analyzed for potential effect
- The pressure zone affected by these scenarios will also be examined to see if there are any unexpected consequences
- If any of the scenarios modeled negatively affect the surrounding area or pressure zone, an analysis will be performed to determine what improvement projects would be required to negate these effects



- For each scenario the following results will be documented (the demand scenario relating to these results is listed in parentheses):
  - System pressures (ADD, MDD, PHD)
  - Pipe velocities (PHD)
  - Fire Flow (MDD)
- The modeling assumptions and results will be documented into a draft TM and submitted to IVGID for review
- DOWL and IVGID staff will hold one (1) virtual meeting to discuss the modeling results, answer any questions from IVGID staff, and address any comments
- DOWL will issue a final TM if necessary, after the virtual meeting

### ***Deliverables***

The following deliverables will be delivered under this task:

- One (1) electronic copy of the draft modeling TM
- One (1) electronic copy of the final modeling TM

### ***Assumptions***

The following assumptions apply:

- Modeling will take place using the hydraulic model developed by DOWL as a part of the IVGID Utility Master Plan project
- DOWL will not stamp any of the documents produced
- The TM produced does not constitute a hydraulic modeling report in compliance with NAC 445A and will not be submitted to governing agencies for review if a water project is forthcoming

**Exhibit B**  
**Consultant's Fee Schedule**



**NEVADA FEE SCHEDULE**

**Personnel Billing Rates**

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Administrator I	\$85	GIS Technician I	\$100
Administrator II	\$100	GIS Technician II	\$110
Administrator III	\$110	Hydrogeologist I	\$125
Administrator IV	\$120	Hydrogeologist II	\$150
CAD Drafter I	\$90	Intern	\$70
CAD Drafter II	\$105	Planner I	\$105
CAD Drafter III	\$115	Planner II	\$130
Construction Inspector I	\$120	Planner III	\$145
Construction Inspector II	\$135	Professional Surveyor	\$170
Construction Inspector III	\$140	Project Assistant I	\$100
Construction Inspector IV	\$190	Project Coordinator	\$115
Designer I	\$120	Proposal Specialist	\$100
Designer II	\$135	Regulatory & Env. Specialist	\$125
Designer III	\$145	Senior Electrical Engineer	\$185
Electrical and Controls – Engineer in Training	\$145	Senior Engineer	\$180
Electrical Engineer I	\$140	Senior Engineer II	\$195
Electrical Engineer II	\$150	Senior Engineer III	\$210
Electrical Engineer III	\$160	Senior Hydrogeologist	\$210
Electrical Engineer in Training I	\$115	Senior Manager I	\$225
Electrical Engineer in Training II	\$125	Senior Manager II	\$245
Engineer I	\$125	Senior Professional Surveyor	\$190
Engineer II	\$140	Senior Survey Technician	\$155
Engineer III	\$155	Survey Technician I	\$100
Engineer in Training I	\$105	Survey Technician II	\$120
Engineer in Training II	\$115	Survey Technician III	\$140
Engineer IV	\$170	Utility Operator	\$130
Environmental Specialist I	\$105	Water Resource Specialist	\$180
Environmental Specialist II	\$120	Water Rights Specialist I	\$135
Environmental Specialist III	\$135	Water Rights Specialist II	\$155
Field Project Representative	\$130	Water Rights Specialist III	\$190
GIS Analyst I	\$135	Water Rights Technician I	\$90
GIS Analyst II	\$160	Water Rights Technician II	\$100
GIS Specialist	\$120	Water Rights Technician III	\$110





**Survey Crews**

One-Person Survey Crew	=	\$160 /hour
Two-Person Survey Crew	=	\$270 /hour

**Other Fees and Charges**

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case-by-case basis.

# ATTACHMENT D

## Project Summary



<b>Project Number:</b>	2299WS1802
<b>Title:</b>	Watermain Replacement - Alder Avenue
<b>Project Type:</b>	D - Capital Improvement - Existing Facilities
<b>Division:</b>	99 - General Administration - Water
<b>Budget Year:</b>	2023
<b>Finance Options:</b>	
<b>Asset Type:</b>	DI - Distribution Infrastructure
<b>Active:</b>	Yes

Project Description	Total Expense	Total Revenue	Difference
<p>Project area Alder Avenue and easement area only. This project is a continuation of the multi-year program to replace 1960's era thin-wall steel watermain and other deficient watermain. Replacement criteria is twofold: Replace those watermain 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 watermain 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 are approximately 6 miles of old steel watermain 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 watermain 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>			
<p><b>Project Internal Staff</b> <span style="border: 1px solid red; padding: 2px;">HIRE AN OUTSIDE CONSULTANT FOR 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.</span></p> <p><b>Project Justification</b> <span style="border: 1px solid red; padding: 2px;">AND LIMITED CA.</span></p> <p><b>IVGID STAFF WILL PROVIDE CA AND INSPECTION TASKS</b></p>			
<p>Our overall goal is to replace deficient watermain to keep our unaccounted for water loss to under 6% and to avoid costly pavement patch penalties imposed by Washoe County. The original watermain 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 watermain in newly paved streets. Replacing watermain in newly paved streets or streets with an excellent pavement condition could increase project costs by up to 50% due to pavement cut penalties.</p>			
<b>Forecast</b>			
<b>Budget Year</b>			
2023	65,000	0	65,000
Internal Planning and Design	65,000	0	65,000
Year Total	65,000	0	65,000
2024	25,000	0	25,000
Construction Inspection & Testing	135,000	0	135,000
Washoe County street repair & Penalties	375,000	0	375,000
Watermain Construction	535,000	0	535,000
Year Total	<b>600,000</b>	<b>0</b>	<b>600,000</b>

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2018	Oct 2, 2023	Jun 30, 2024	Senior Engineer	