

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on May 25, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone (the telephone number will be posted to our website on the day of the meeting). The meeting will be available for viewing at https://livestream.com/accounts/3411104.

- A. PLEDGE OF ALLEGIANCE*
- B. ROLL CALL OF TRUSTEES*
- C. INITIAL PUBLIC COMMENTS Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.
- D. APPROVAL OF AGENDA (for possible action)

The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block **-OR-** the Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.

- E. REPORTS TO THE BOARD Reports are intended to inform the Board and/or the public.
 - 1. Fiscal Year 2022/2023 3rd Quarter Budget Update (Requesting Staff Member: Director of Finance Paul Navazio) pages 6 56
 - 2. Fiscal Year 2022/2023 3rd Quarter CIP Popular Status Report (Requesting Staff Member: Director of Finance Paul Navazio) pages 57 65
- F. CONSENT CALENDAR (for possible action)
 - 1. **SUBJECT:** Review, discuss and possibly approve a Site Use License Agreement with NV Energy (Requesting Staff Member: Director of Public Works Brad Underwood) pages 66 73
 - Recommendation for Action: Review, discuss and possibly approve a Site Use License Agreement with NV Energy for property at Diamond Peak Ski Resort, and authorize the General Manager to execute the agreement.
 - 2. **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) pages 74 99

Recommendation for Action:

- 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.



Agenda for the Board Meeting of May 25, 2023 - Page 2

3. **SUBJECT:** Review, discuss and possibly approve a professional services agreement with DOWL LLC for the preparation of revised bidding documents associated with the Sewer Pump Station (SPS) #1 CIP#2599DI1703 project (Requesting Staff Member: Director of Public Works Brad Underwood) – pages 100 - 153

Recommendation for Action:

- 1. Review, discuss and possibly approve a professional services agreement with DOWL LLC, in an amount not to exceed \$42,303 for the preparation of revised bidding documents associated with the Sewer Pump Station (SPS) #1 CIP#2599DI1703 project.
- 2. Authorize Director of Public Works to execute the contract in substantially the form presented.
- 4. **SUBJECT:** Review, discuss and possibly approve the Purchase Order Agreement with Utility Services Assoc. for the Leak Detection Survey. (Requesting Staff Member: Director of Public Works Brad Underwood) pages 154 160

Recommendation for Action:

- 1. Approve the purchase order agreement with Utility Services Associated for performing a leak detection survey for the amount of \$10,142.
- 2. Authorize the Director of Public Works to execute the contract in substantially the form presented.
- 5. **SUBJECT:** Review, discuss and possibly approve a purchase and professional service agreement for the replacement of the 1979 haul rope on Red Fox ski lift. 2022/2023 Capital Improvement Project: Fund; Community Services; Division: Ski; Project #3462HE1712 Project Type; E Capital Maintenance; Vendor: Wire Rope Service in the amount of \$72,930 (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin) pages 161 170

Recommendation for Action:

That the Board of Trustees makes a motion to:

- 1. Approve a Purchase Agreement for a replacement haul rope; Red Fox Ski Lift 2022/2023 Capital Improvement Project: Fund: Community Services; Division: Ski; Project # 3462HE1712; Project Type; E Capital Maintenance; Vendor: Wire Rope Service in the amount of \$38,530.00
- 2. Approve a Professional Service agreement for the removal and installation of the replacement haul rope; Red Fox Ski Lift 2022/2023 Capital Improvement Project: Fund: Community Services; Division: Ski; Project # 3462HE1712; Project Type; E Capital Maintenance; Vendor: Wire Rope Service in the amount of \$34,400
- 6. **SUBJECT:** Review, discuss, and potentially approve Policy 22.1.0 Disclosure of Community Groups (Requesting Staff Member: District General Counsel Joshua Nelson) pages 171 176
 - Recommendation for Action: That the Board of Trustees makes a motion to approve Policy 22.1.0 Disclosure of Community Groups.
- 7. **SUBJECT:** Meeting Minutes of May 8, 2023 pages 177 422



Agenda for the Board Meeting of May 25, 2023 - Page 3

- G. GENERAL BUSINESS (for possible action)
 - 1. **SUBJECT:** Review and Discuss the Opinion of Probable Construction Cost for GMP2 of the Export Effluent Pipeline Project (CIP #2524SS1010) (Requesting Staff Member: Director of Public Works Brad Underwood) pages 423 439

Recommendation for Action: Review and Discuss the Opinion of Probable Construction Cost for GMP2 of the Export Effluent Pipeline Project (CIP #2524SS1010)

2. **SUBJECT:** Review, discuss and possibly approve an Increase to the Project Budget for the Skate Park Enhancement Project (CIP #4378BD2202) in an amount determined by the Board and currently estimated not to exceed \$500,000 (Requesting Staff Member: Director of Public Works Brad Underwood) – pages 440 - 443

Recommendation for Action: The Board of Trustees make a motion to possibly approve funding for the Skate Park Enhancement Project (CIP #4378BD2202) in an amount determined by the Board and currently estimated not to exceed \$500,000.

3. **SUBJECT:** Review, discuss and possibly approve the rebuild of three Caterpillar 950G loaders by Empire Southwest (formerly Cashman Equipment) and purchase of tire chains from Silver State International (Requesting Staff Member: Director of Public Works Brad Underwood) – pages 444 - 482

Recommendation for Action:

That the Board of Trustees makes a motion to:

- 1. Approve a purchase order contract with Empire Southwest for the rebuild of three 2002 950G Caterpillar Loaders, in the total amount of \$675,000.00 (CIP Project Numbers 2097HE1729, 2097HE1730 and 3463HE1723).
- 2. Authorize the issuance of a purchase order with Silver State International for the purchase of loader tire chains for three 950G loaders (CIP 2097HE1725 and 3463HE1722).
- 3. Authorize the transfer of funds in the amount of \$6,352 from CIP project number 2097HE1729 to CIP project number 2097HE1725.
- 4. Authorize the transfer of funds in the amount of \$3,426 from CIP project number 3463HE1723 to CIP project number 3463HE1722.
- 5. Authorize the Director of Public Works to sign the Purchase Order Contract in substantially the form presented.
- 4. **SUBJECT:** Discussion of Resolution 1902: A Resolution Approving the Report for Collection of Recreation Standby and Service Charges for Fiscal Year 2023/2024 (Requesting Staff Member: Director of Finance Paul Navazio) pages 483 499
- 5. SUBJECT: PUBLIC HEARING FISCAL YEAR 2023/2024 RECREATION ROLL page 500

Public Comments will be taken on this item. The Board Chairman will set the time limit for these comments at the meeting. It is anticipated that will be 3 minutes.

6. **SUBJECT:** Review, discuss and possibly approve Resolution 1902: A Resolution Approving the Report for Collection of Recreation Standby and Service Charges for Fiscal Year 2023/2024 (Requesting Staff Member: Director of Finance Paul Navazio) – pages 483 - 499



Agenda for the Board Meeting of May 25, 2023 - Page 4

Recommendation for Action:

- 1) Set the Recreation Facility Fee and Beach Facility Fee for FY2023/24
- 2) Review, discuss and possibly approve Resolution Number 1902 which approves the Report for Collection of Recreation Standby and Services Charges (also known as the Recreation Facility Fee and Beach Facility Fee) for Fiscal Year 2023/2024
- 7. SUBJECT: Discussion of Incline Village General Improvement District Final Budget for FY2023-24, State of Nevada Form 4404LGF, and related FY2023-24 Central Service Cost Allocation, Recreation Facility Fee and Beach Facility Fee, Authorized Staffing Levels, and Fiscal Year 2023-24 Capital Improvement Project Budget (Requesting Staff Member: Director of Finance Paul Navazio) pages 501 716
- 8. SUBJECT: PUBLIC HEARING FISCAL YEAR 2023/2024 BUDGET page 717

Public Comments will be taken on this item. The Board Chairman will set the time limit for these comments at the meeting. It is anticipated that will be 3 minutes.

9. **SUBJECT:** Adoption of Incline Village General Improvement District Final Budget for FY2023-24, State of Nevada Form 4404LGF, and related FY2023-24 Central Service Cost Allocation, Recreation Facility Fee and Beach Facility Fee, Authorized Staffing Levels, and Fiscal Year 2023-24 Capital Improvement Project Budget (Requesting Staff Member: Director of Finance Paul Navazio) – pages 501 - 716

Recommendation for Action:

- 1. Approval of the Central Services Cost Allocation Plan for Fiscal Year 2023-2024 allocating a total of \$1,956,300 in costs from the General Fund to the Utility Fund, Community Services Funds and Beach Fund
- 2. Approval of the Incline Village General Improvement District's Final Budget for Fiscal Year 2023-2024 (Form 4404LGF) as prescribed by the State of Nevada Department of Taxation
- 3. Approval of Fiscal Year 2023-24 Authorized Staffing Levels
- 4. Approval of the Incline Village General Improvement District's Capital Improvement Program Budget for Fiscal Year 2023-2024
- 10. **SUBJECT:** Final review and discussion of the District General Manager evaluation process for period 2022-2023 (Requesting Trustee: Board Chairman Matthew Dent with assistance from Director of Human Resources Erin Feore) pages 718 765
- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action) pages 766 769
- I. LONG RANGE CALENDAR pages 770 774
- J. BOARD OF TRUSTEES UPDATE
- K. FINAL PUBLIC COMMENTS Limited to a maximum of three (3) minutes in duration.
- L. ADJOURNMENT (for possible action)



Agenda for the Board Meeting of May 25, 2023 - Page 5

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, May 19, 2023, a copy of this agenda (IVGID Board of Trustees Session of May 25, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

- 1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
- 2. IVGID's website (www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas)
- 3. State of Nevada public noticing website (https://notice.nv.gov/)

/s/ Susan A. Herron

Susan A. Herron

Acting District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

Board of Trustees: Matthew Dent - Chairman, Sara Schmitz, Michaela Tonking, Raymond Tulloch and David Noble

Notes: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. IVGID'S agenda packets are available at IVGID's website, www.yourtahoeplace.com; go to "Board Meetings and Agendas".

M E M O R A N D U M

TO: **Board of Trustees**

THROUGH: Brad Underwood, Director of Public Works

Hudson Klein, Principal Engineer FROM:

SUBJECT: Review and Discuss the Opinion of Probable Construction Cost for

GMP2 of the Export Effluent Pipeline Project (CIP #2524SS1010)

(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.

Budgeted Initiatives D - Allocate capital

expenditures to maintain services and facilities.

RELATED DISTRICT RESOLUTIONS OR **ORDINANCES**

12.1.0 Multi-year Capital Board Policies POLICIES, PRACTICES, Planning: 13.2.0 Capital Planning Capital Expenditures: 21.1.0 Purchasing Policy for **Public Works Contracts**

May 25, 2023 DATE:

١. RECOMMENDATION

Review and Discuss the Opinion of Probable Construction Cost for GMP2 of the Export Effluent Pipeline Project (CIP #2524SS1010)

II. BACKGROUND

On April 12, 2023 the first phase of the export effluent pipeline was awarded to Granite Construction as the construction manager at risk (CMAR). The initial guaranteed maximum price (GMP1) was prepared in accordance with NRS Section 338.1696 and is comprised of approximately 5,365 linear feet (LF) of pipeline. GMP1 was awarded to Granite for \$10,831,500 and includes approximately \$1.5M in risk reserve. This cost is inclusive of the competitive bidding process completed by Granite in preparation of GMP1 and represents the current material, construction, and formal subcontractor project bids. The first year costs total approximately \$14M inclusive of GMP1, contingency, IVGID-purchased pipe, design and administration, and inspection/management costs.

The 90% opinion of probable construction cost (OPCC) for the entire project was presented to the Board of Trustees on January 11, 2023 and was estimated at approximately \$58,700,000. The 90% OPCC was prepared by the CMAR and the independent cost estimator (ICE) and the estimated costs were within 1% of each other (Attachment A). The actual costs of GMP1 do not support the overall project cost that was presented at the January Board meeting. Therefore, the Board requested staff present an updated estimate for the remainder of the effluent pipeline project at the May 25, 2023 meeting.

Granite has prepared a current total project OPCC of \$71.6M. Refer to Attachment B for a breakdown of estimated project costs for GMP2 and the resultant project total. This is an increase to the OPCC presented at the January Board meeting of approximately \$12.9M (Attachment C). Information below provides an overview of the cost increases.

Refer to Attachment A for a summary of the cost variances projected from the 90% OPCC to GMP1 and GMP2 estimates. A comparison of the OPCC components is shown in the table below:

	Jan. 2023 90% OPCC	May 2023 GMP2 OPCC	Difference
Construction Costs (incl. CMAR fee)	\$46,000,000	\$56,300,000	\$10,300,000
Risk Reserve	\$10,300,000	\$9,200,000	(\$1,100,000)
Contract Contingency & Administration Fees	\$2,400,000	\$6,100,000	\$3,700,000
Total	\$58,700,000	\$71,600,000	\$12,900,000

Construction Cost Increase:

Several factors influenced the increase in (direct) construction costs. The most significant increases resulted from:

- Shifting the estimated cost escalations (inflation allowance) from the risk reserve into the direct costs (+\$4.9M); note that \$3.7M was reallocated from risk into direct costs AND an additional industry escalation increase of \$1.2M has been included since January 2023;
- Design and construction scope changes (+\$2.3M, from 90% design to construction issue); this includes design aspect quantity increases, and construction methodology refinements,

- Additional traffic control and utilization of a DBE for SRF funding criteria (+\$1.9M); this assumes multiple, coincident work fronts in 2024 and 2026
- The proportionally increased contractor fee to account for the higher direct cost (+\$1.1M).

Risk Reserve Decrease:

Several factors influenced the increase in risk reserve costs. The most significant increases resulted from:

- The overall decrease in risk reserve is representative of the transfer of cost escalations from the risk reserve into the direct construction costs (-\$3.7M).
- An increased allowance for anticipated hard rock resulting in a decrease in productivity and requires additional rock-breaking equipment (+\$2.3M).
- NDOT will be completing improvements to SR50 and will be utilizing the staging areas for their own project in 2024 and 2025. The likely loss of NDOT staging areas at SR50/SR28 will increase construction costs as it requires the contractor to travel further for every truck trip (+\$0.6M).

The final risk reserve will be further negotiated during formal GMP2 reconciliation efforts. The 90% OPCC and GMP2 OPCC risk registers are included as Attachment D and Attachment E, respectively.

Administration and Inspection Fees Increase:

The January 2023 OPCC indicated construction-phase cost estimates only and did not include design-phase consultant, IVGID Staff-management, and regulatory permitting costs (+\$1M); this has been included in the current OPCC. The total project increase for administration is also the result of several contributing factors: actual testing & inspection contract costs versus assumed fees; increased contingencies (at 3.5% of construction cost) for the contracts based on increased direct costs. Each design, permitting, project management, and inspection item in the GMP2 OPCC is conservative due to the limited operational progress completed to date.

III. BID RESULTS

There are no bid results as part of this GMP2 OPCC. The competitive bidding process and resultant project unit rates completed by the CMAR during the preparation of GMP1 were used in preparation of the GMP2 OPCC.

IV. FINANCIAL IMPACT AND BUDGET

The current total project OPCC of \$71.6M represents an increase of approximately \$12.9M from the OPCC presented in January 2023. This amount is currently in excess of the allocated project budget. Staff is proposing an amount of \$57M for fiscal year 2023-24 to award the GMP2 construction contract for all the remaining work.

Funding currently available for the project is \$52.74M in SRF Loan Funds, \$1.6M in EPA Clean Water SRF Program Funds, and 15.463M in Utility Funds, totaling \$69.803M.

Staff continues to pursue Section 595 grant funding with the United States Army Corps of Engineers (USACE) for GMP2. Staff is currently in discussions with USACE for an amendment to the existing Project Partnership Agreement (PPA) for Effluent Pipeline project funding (Increment 2). In addition, the Nevada Senate Delegation has included a \$15M request for the Effluent Pipeline project in their FY2024 Congressionally Directed Spending Requests.

V. ALTERNATIVES

There are no alternatives as the full project OPCC has been prepared for information and discussion purposes.

VI. COMMENTS

GMP1 includes time and resources for on-site investigations (potholing and inspections) that will help further inform the actual GMP2 scope and cost profile.

Staff is beginning to work with Granite to provide their cost proposal for GMP2 which will be the remainder of the Effluent Export Pipeline work. The intent is to bring a contract before the Board for their consideration in early Fall 2023. However, this date could change depending on the status of USACE 595 Program Funds. This is due to the requirement in the PPA for the USACE to provide written confirmation that the environmental compliance has been completed for an increment of work prior to issuing solicitation for the first construction contract.

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.

VIII. ATTACHMENTS

- 1. ATTACHMENT A 90% OPCC CMAR & ICE Dec2022
- 2. ATTACHMENT B GMP2-90% OPCC Comparison Form_20230517
- 3. ATTACHMENT C Board-Variance Summary (Total Program Cost)R1
- 4. ATTACHMENT D IVGID CMAR 90% OPCC Risk Register (12.06.22)
- 5. ATTACHMENT E IVGID CMAR GMP2 OPCC Risk Register (05.10.23)

IX. <u>DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES</u>

Review and Discuss the Opinion of Probable Construction Cost for GMP2 of the Export Effluent Pipeline Project (CIP #2524SS1010).

Granite 90% OPCC

90% Opinion Of Probable Construction Cost (OPCO				Ву		Granite
Subject 90% Opinion Of Probable Construction Cost (OPCC) Reconciliation 2				Date		12/14/2022
OFNEDAL DECUMPENTO	QUANTITY	UNITS	-	UNIT PRICE		TOTAL COST
GENERAL REQUIREMENTS Mobilization/Demobilization	1.00	EACH	\$	152,591.02	\$	152,591.0
General Condtions	1.00	LS		7,094,392.96	\$	7,094,392.9
Insurance and Bonds	1.00	LS	\$	246,633.09	\$	246,633.0
SUBTOTAL			Ψ	240,000.00	\$	7,493,617.0
PIPE WORK			+		Ť	7,700,0171
Mitigation & Environmental Controls	1.00	LS	\$	382,624.89	\$	382,624.8
12" Asphalt Cutting	59,496.00	LF	\$	2.40	\$	142,790.4
16" Welded Steel Pipe - WSP	5,011.00	LF	\$	1,198.87	\$	6,007,537.5
16" Ductile Iron Pipe - DIP	24,737.00	LF	\$	806.55	\$	19,951,627.3
Cathodic Protection (14 Test Stations)	29,748.00	LF	\$	15.69	\$	466,746.
Jack and Bore - Secret Creek RCB 389+00	50.00	LF	\$	2,000.00	\$	100,000.
Tie-Ins (Every Season)	12.00	EACH	\$	7,734.00	\$	92,808.0
Concrete Pipe Cover	-	CY	\$	_	\$	-
Concrete Plug - Dormant Pipe	12.00	EACH	\$	721.65	\$	8,659.8
Utility Marker	60.00	EACH	\$	640.37	\$	38,422.2
3" Air Release/Vacuum ARV Assembly	3.00	EACH	\$	10,824.41	\$	32,473.2
60" ARV Manhole - W/ Frame & Cover	3.00	EACH	\$	4,898.84	\$	14,696.
4" Blow-Off Valve BOV Assembly	4.00	EACH	\$	7,901.13	\$	31,604.
BOV Valve Extension Assembly	4.00	EACH	\$	4,302.44	\$	17,209.
16" Butterfly Valves	2.00	EACH	\$	18,538.61	\$	37,077.2
Valve Box & Cover	10.00	EACH	\$	1,631.31	\$	16,313.
2" Coldmill & 2" Overlay	475,968.00	SF	\$	2.63	\$	1,251,795.8
Asphalt Striping - Waterborne	59,496.00	LF	\$	0.63	\$	37,482.4
Traffic Control - (4 Seasons 22 Months)	1.00	LS	\$	3,440,316.86	\$	3,440,316.8
TC Temporary Precast Barrier Rail	600.00	LF	\$	1,085.27	\$	651,162.
Allowance for steel plates	18.00	MO	\$	1,627.68	\$	29,298.2
SUBTOTAL					\$	32,750,646.
INCIDENTAL WORK			+		_	
Tap Dormant Pipe - SEE LINE 7	4.00	EACH	\$	5,665.40	\$	22,661.
Temporary Blow Off Valves	4.00	EACH	\$	4,246.95	\$	16,987.
Drain Dormant Pipe - 4 Locations	183,989.00	GAL	\$	0.25	\$	45,997.
Remove & Dispose Asbestos Pipe	300.00	LF	\$	131.27	\$	39,381.
Remove & Replace Guardrail		LF	\$	101.27	\$	
Grout Dormant Pipeline		CY	\$		\$	
SUBTOTAL			+Ψ		\$	125,027.
CODICIAL			_		Ψ	120,027.
TOTAL CONSTRUCTION COST						
TOTAL CONSTRUCTION COST						
	<u> </u>		+			*-
SUBTOTAL 1	——		+		\$	40,369,290.
Contractor Overhead and Profit (14% of Subtotal 1)					\$	5,651,700.
SUBTOTAL 2			+		\$	46,020,991.
Construction Contingency (See Risk Register 12-6-22)					\$	10,312,928.
SUBTOTAL 3					\$	56,333,920.
TOTAL ESTIMATED PROJECT CONSTRUCTION COST		-			\$	56,333,920.

QUALIFICATIONS 22-Dec-22

Basis of Estimate

IVGID Effluent Pipeline Replacement - Segment 2 - Specifications

IVGID Effluent Pipeline Replacement - Segment 2 - Revised Drawing Set Dated 11/21/22

IVGID Pipeline 90% OPCC Assumptions - Granite

100% OPCC development - Pipeline material change

- Email correspondence via Raquel Floyd stating, "...to proceed with substitution of PC350 DIP for all the HDPE sections for development of the OPCC."

Reconciliation meeting that took place 12/5/22 amongst all three parties. Estimate to reflect.

Exclusions and Assumptions

We have carried the following below line percentage markups;

General Conditions	LS
Construction Contingency	10.0%
Design Contingency	8.0%
Bond	1.0%
GL Insurance	2.5%
Design Build Fee	0.0%
Permits	1.2%
Fee	14.0%
Escalation	16.1%

General

- The following estimate is priced as a union job/prevailing wage.
 This is estimate is to reflect the revised drawing set dated 11/21/22.
- 2 The estimate is to reflect item revisions discussed at the the reconciliation meeting that took place on 11/21/22. Parties present were client 'Rock Solid Solutions', owner representatives, and the general contractor.
- 3 As instructed by client 'Rock Solid Solutions', we carry similar assumptions as the contractor (Granite) for comparative purposes.
- Though we feel the contractor's daily work production is ambitious, we have been instructed by the client to carry similar working days assumptions with the general contractor (Granite). This estimate has been adjusted for work to be performed 24 hours per day, five days per week, Sunday night through Friday noon; during the months of May 1st through October 15th for a total of 5-1/2 months or approximately 23 weeks. Note that TRPA will have to approve work on Sunday's according to the documents.*
- 5 Considering the above, we highly recommend potholing efforts in an effort to avoid as many unforeseen issues as possible and help in meeting the four season construction schedule.
- 6 All new piping to be installed in a parallel alignment to the existing pipeline in the middle of both wheel tracks of the southbound lane of SR-28.
- Escalation has been carried at the following percentages to meet current market escalation rates: 10% for 2022, 6% for 2023, and 5% for years 2024-2026.

Draft - Effluent Export Pipeline Project

QUALIFICATIONS 22-Dec-22

8 Some unit rates were based on the assumption that crews have limited access and egress given the location of the proposed sewer line. Therefore, some crew production rates have been adjusted to factor average to slower productivity.

9 Per last reconciliation meeting 11/21/22, Granite and IVGID stated 70% of the trench will be under 5 foot, we have carried that assumption in our estimate.

Bid Item Assumptions & Clarifications

- 10 We have assumed surveying will be a split cost between the owner and contractor; Owner to hire surveyor for initial control and benchmark, and contractor to hire for daily staking, our estimate to reflect.
- 12 Per CM's assumptions, we have carried cost to remove 300 LF of asbestos contaminated pipe.
- Per CM's assumptions, we have carried an allowance to drain any trapped effluent waste, and to reintroduce to the effluent pipeline flowing towards Carson Valley.
- Pipe unit cost rates to reflect demolition and disposal of pavement, excavation, hauling/trucking disposal of initial backfill zone only, shoring and trench protection, 4" bedding material at base of pipe, pipe lay and weld, pipe pressure testing, backfill and compaction both screened native soils (intermediate zone), new import soils (initial fill zone), 12" aggregate base below pavement, and 8" bituminous pavement. Sawcuting is captured as a seperate line item to reflect CM format (see estimate breakout).
- Per client communication, the 6" lean concrete cover to go over the proposed utility has been deleted by owner. We have assumed additional backfill quantities in lieu of deleted scope.
- 16 Repaying trench areas are to include both initial patching of 8 inch full-depth, as well as asphalt overlay (2 inch grind and overlay).
- 17 Traffic control includes 22 months to complete the project, and assumes single lane flagger controlled closure, 24 hours per day, Sunday night at 8 PM through the following Friday afternoon.
- 3 inch air/vacuum assembly has been priced to reflect new construction and not to modify existing, see details within drawing G007 of the 'Effluent Pipeline CMAR Project Segment 2 -100% Design' drawing set.
- Blowoff valve assembly has been priced to reflect new construction and not to modify existing, see details within drawing G007 of the 'Effluent Pipeline CMAR Project Segment 2 100% Design' drawing set.

Exclusions

20 As instructed by client 'Rock Solid Solutions', we have carried similar exclusions as stated in 'IVGID Pipeline 90% OPCC Assumptions - Granite' construction document.



DRAFT - Effluent Export Pipeline Project (90% OPCC Assumptions)

	DRAFT - Effluent Export Pipeline Project (90% OPCC Assumption	_					
7	CENEDAL DEGUIDENENTS	QUANTITY	UNIT		UNIT PRICE		TOTAL COST
2	GENERAL REQUIREMENTS Mobilization/Demobilization			4	7 777 550 55	-	7 - 2 - 2
3	General Conditions	1	EA LS	\$	3,733,550.77 5,221,180.08	\$	3,733,551 5,221,180
4	Insurance and Bonds	1	15	\$	1,431,826.26	\$	1,431,826
5	SUBTOTAL		LJ	1	1,431,020.20	\$	10,386,557
6	PIPE WORK			198			10,000,007
7	Mitigation & Environmental Controls	1	LS	\$	300,000.00	\$	300,000
8	12" Asphalt Cutting	59,567	LF	\$	5.00		297,837
9	16" Welded Steel Pipe - WSP	5,011	LF	\$	962	\$	4,820,582
10	16" Ductile Iron Pipe - DIP	24,737	LF	\$	751	\$	18,577,487
71	Cathodic Protection (14 Test Stations)	29,748	LF	\$	9.41	\$	280,000
12	Jack and Bore - Secret Creek RCB 389+00	50	LF	\$	300.00	\$	15,000
13	Tie-Ins (Every Season)	12	EA	\$	5,000.00	\$	60,000
-	Concrete Pipe Cover	25	CY	\$	240.00	\$	6,000
15	Concrete Plug - Dormant Pipe	12	EACH	\$	1,500.00	\$	18,000
16	Utility Marker	60	EACH	\$	75.00	\$	4,500
17	3" Air Release/Vacuum ARV Assembly & Vault - Unit cost to include entire assembly	3	EACH	\$	40,000.00	\$	120,000
18	60" ARV Manhole - W/ Frame & Cover	3	EACH	\vdash		Inci	uded in above
POST AND	4" Blow-Off Valve BOV Assembly	4	EACH	\$	12,300.00	\$	49.200
	BOV Valve Extension Assembly	4	EACH	\$	2,500.00	\$	10,000
21	16" Butterfly Valves	2	EACH	\$	10,000.00	\$	20,000
	Valve Box & Cover	10	EACH	\$	950.00	\$	9,500
	Asphalt Overlay - 2" Cold mill & 2" Overlay	475,968	SF	\$	2.00	\$	951,936
24	Asphalt Striping - Waterborne	59,496	L- LF	\$	1.00	\$	59,496
25	Traffic Control - (4 Seasons 22 Months)	. 1	LS	\$	2.323,200.00	\$	2,323,200
26	TC Temporary Precast Barrier Rail	600	LF	\$	907.42	\$	544,451
27	Allowance for steel plates rental	67	MO	\$	6,000.00	\$	402,433
28	SUBTOTAL					\$	28,569,621
29	INCIDENTAL WORK						
-	Tap Dormant Pipe	4	EACH	\$	5,000.00	\$	20,000
mental trans	Temporary Blow Off Valves - 4"	4	EACH	\$	4,500.00	\$	18,000
32	Drain Dormant Pipe - 4 Locations	183,989	GAL	\$	2.50	\$	459,973
_	Remove & Dispose Asbestos Pipe	300	LF	\$	30.00	\$	9,000
34	Grout Dormant Pipeline	1,536	CY	\$	295	\$	453,120
35	SUBTOTAL					\$	960,093
36	FORM COMPTURED TO SE						
AND DESIGNATION OF THE PARTY OF	TOTAL CONSTRUCTION COST			380		\$	40,066,271
38 39	SUBTOTAL 1			-		\$	40,066,271
40	Contractor Overhead and Profit					\$	5.609.278
41	SUBTOTAL 2		***************************************			\$	45,675,549
42	Construction Contingency (Risk Register Place Holder)					\$	11,393,923.21
43	SUBTOTAL 3					S	57,069,472
44	TOTAL ESTIMATED PROJECT CONSTRUCTION COST						\$57,069,472

ATTACHMENT B

CMAR OPCC - IVGID Effluent Pipeline Remaining Scope

Column C	200	IVGID Effluent Pipeline - OPCC Remaining Scope																		
Secondary Control Co					GMP1 - 2	023	CM	AR O	PCC Remain						2025 (estimated	d spend)		2026 (estimate	d spend)	
## Administration 1.0	Item	Description	UoM	Qty	Unit Price	2023 Total	Qty	1	Unit Price	GMP 2 Total	Qty	Unit Price	2024 Total	Qty	Unit Price	2025 Total	Qty	Unit Price	2026 Total	
2 Page 1	1	Mobilization and Demobilization	LS	1.0	\$ 163,323.00	5 163,323.00	1.0	5	388,370.00 \$	388,370.00	1.0	\$ 143,696.90	\$ 143,696.90	1.0	\$ 108,743.60	\$ 108,743.60	1.0	\$ 135,929.50	\$ 135,929.50	\$ 551,693.00
A F Death Story For OP (Print) For OP) U Substitute Substitu	2	Mitigation & Environmental Controls	LS	1.0	\$ 105,434.00	\$ 105,434.00	1.0	5	441,160.00 \$	441,160.00	1.0	\$ 163,229.20	\$ 163,229.20	1.0	\$ 123,524.80	\$ 123,524.80	1.0	\$ 154,406.00	\$ 154,406.00	\$ 546,594.00
Second Second Processed 19 19 19 19 19 19 19 1	3	12" Asphalt Cutting	LF	11,140.0	\$ 5.24	\$ 58,373.60	51,330.0	\$	6.44 \$	330,565.20	19,000.0	\$ 6.44	\$ 122,360.00	13,400.0	\$ 6.44	\$ 86,296.00	18,930.0	\$ 6.44	\$ 121,909.20	\$ 388,938.80
Mars - 1996 CE FE 10 1 1 1 1 1 1 1 1	4	16" Ductile Iron Pipe - DIP (Install Only)	LF	5,365.0	\$ 726.25	\$ 3,896,331.25			s			s -	s -		\$	s -		s -	\$	\$ 3,896,331.25
Statistics Part			n/a		\$	\$	19,624.0	ş	964.93 \$	18,935,786.32	9,500.0	\$ 964.93	\$ 9,166,835.00	6,700.0	\$ 964.93	\$ 6,465,031.00	3,424.0	\$ 964.93	\$ 3,303,920.32	\$ 18,935,786.32
Control Processing Control Pro			n/a														5.011.0	1 409 03	£ 750657933	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Piecks	7	Cathodic Protection Test Stations	n/a		\$.	5 -							\$ -							
No. Process				5.0	\$ 35,870.00	\$ 179,350.00	8.0	\$	44,314.00 \$				\$			\$ -				
1 10 AN Mahnde - W/Fame & Core EACH 20 11,1670 5 13,20	9	Utility Marker	EACH	12.0	\$ 856.00	\$ 10,272.00	50.0	5	688.75 \$	34,437.50	19.0	\$ 688.75	\$ 13,086.25	14.0	\$ 688.75	\$ 9,642.50	17.0	\$ 688.75	\$ 11,708.75	\$ 44,709.50
1	10	3" Air Release/Vacuum ARV Assembly	EACH	2.0	\$ 27,966.00	\$ 55,932.00	6.0	\$	29,580.00 \$	177,480.00	2.0	\$ 29,580.00	\$ 59,160.00	3.0	\$ 29,580.00	\$ 88,740.00	1.0	\$ 29,580.00	\$ 29,580.00	\$ 233,412.00
1 1 1 1 1 2 2 2 2,200 0 5 4,700 0 4 5 3,005 0 5 1,214 20 1,000 0 5 3,005 0	11	60" ARV Manhole - W/ Frame & Cover	EACH	2.0	\$ 11,149.00	\$ 22,298.00	6.0	5	11,629.00 \$	69,774.00	2.0	\$ 11,629.00	\$ 23,258.00			\$ 34,887.00	1.0		\$ 11,629.00	
14 Trachem 15 10,230 5 0.88 5 3.11 5 270,380 5 3.11 5 270,380 5 3.11 5 2,248 5 3.149,130 5 0.88 5 3.44,240 5 0.98 3.44,240 5 0.98 5 3.44,240 5 0.98 5 3.44,240 5 0.98 5 3.44,2	12	4" Blow-Off Valve BOV Assembly	EACH																\$	
16 Apphal Surpog - Waterborne U 10,720 5 0.38 5 7,442.40 5 0.96 5 47,278.60 1,000 5 0.96 5 1,264.00 1,000 5 0.96 5 1,264.00 1,000 5 0.96 5 1,264.00 1,000 5 1,264.00 5 1,271.296.10 5 1,271.296.																				
Traffic Control 15																				
Remove & Dispose Abbetions U	16	Asphalt Striping - Waterborne	LF	10,730.0	\$ 0.88	5 9,442.40	49,248.0	5	0.96 \$	47,278.08	19,000.0	\$ 0.96	\$ 18,240.00	13,400.0	\$ 0.96	\$ 12,864.00	16,848.0	\$ 0.96	5 16,174.08	\$ 56,720.48
Name	17		LS	1.0	\$ 1,461,549.00	\$ 1,461,549.00	1.0	5	5,060,846.00 \$	5,060,846.00	1.0	\$ 1,872,513.02	\$ 1,872,513.02	1.0	\$ 1,417,036.88	\$ 1,417,036.88	1.0	\$ 1,771,296.10	\$ 1,771,296.10	\$ 6,522,395.00
Solid Bright Register 15 10 5 1,456,000 5 1,544,571.00 5 1,778,494.90	18		LF	475.0	\$ 610.00	\$ 289,750.00	120.0	\$	1,164.00 \$	139,680.00						\$ 34,920.00			\$ 69,840.00	
Subtotal				530.0	\$ 66.00	\$ 34,980.00			5				Account to the second second second		\$ -	\$ -	-	5	5	\$ 34,980.00
22 General Conditions 15 10 \$ 1,544,571.00 \$ 1,544,571.00 \$ 1,544,571.00 \$ 1,544,571.00 \$ 1,544,571.00 \$ 1,544,571.00 \$ 1,544,571.00 \$ 1,544,571.00 \$ 1,544,571.00 \$ 1,544,571.00 \$ 1,05,581,144.00 \$ 5,081,414.00 \$ 5,081,414.00 \$ 5,081,414.00 \$ 1,05,581.30 \$ 1,05,588.80 \$ 1,05,588.80 \$ 1,05,776,157.00 \$ 77,615.70 \$ 77,						\$ -		-	5	•					\$.	\$.		5 .	5 .	* *********
Subtotal				-	5 -	5 -								10		c 1 422 705 02	10		C 1 278 404 90	
Subtotal																				
Contractor Fee 14% 1	23	insurance and bonds	LS	1.0	\$ 69,633.00	3 65,033.00	1.0	-	277,213.20	*//,*13.40	200000000000000000000000000000000000000	3 102,500.50	J Tex,500.00							\$ -
Contractor Fee 18% 1 5 1,150,144,14 18% 5 1.00 5 1,30,144,14 18% 5 1.00 5 1,30,144,14 18% 5 1.00 5 1,30,144,14 18% 5 1.00 5 1,30,144,14 18% 5 1.00 5 1,30,144,14 18% 5 1.00 5 1,30,144,14 18% 5 1.00 5 1,30,144,14 18% 5 1.00 5 1,30,10,10 5 1,30,10,10 5 1,30,10,10 5 1,465,00,00 1.00 5 1,465,		Subtotal				\$ 8.215.315.25			5	40.226.646.00	002500560		\$ 14,172,461.63		Control of Assessment	\$ 10,215,756.60			\$ 15,838,427.77	\$ 48,441,961.25
Subtatal Substatal Subst	\vdash			14%	- 1		14%	\$	1.00 5	5,631,730.44	14%	\$ 1.00	\$ 1,984,144.63	149	5 1.00	\$ 1,430,205.92	14%	\$ 1.00	\$ 2,217,379.89	\$ 6,781,874.58
NGII mgmt 15 10 5175,000 10 10 5745,885,19 5745,851,19 5745,841,19				NAME OF STREET		\$ 9,365,459.39				45,858,376.44			\$ 16,156,606.26			\$ 11,645,962.52			\$ 18,055,807.66	\$ 55,223,835.83
NGII mgmt 15 10 5175,000 10 10 5745,885,19 5745,851,19 5745,841,19				-	-		Name and Address of the Owner, where the Owner, which is the Owner, whic	-			-									
NGID mgmt US 10 \$175,000 \$ 175,000 \$	1 1	CMGC Risk Register	1 15	10	\$ 1,466,000.00	\$ 1,466,000.00	1.0	5	7,734,535.00	7,734,535.00	1.0	\$ 2,861,777.95	\$ 2,861,777.95	1.0	\$ 2,165,669.80	\$ 2,165,669.80	1.0	\$ 2,707,087.25	\$ 2,707,087.25	\$ 9,200,535.00
Designer Constr Services LS 1.0 5.48,886 5.48,886.00 Inspection & Testing LS 1.0 5.48,886 5.48,886.00 Inspection & Testing LS 1.0 5.31,5170.0 5.331,5170.0 5.331,5170.0 5.331,5170.0 5.331,5170.0 5.346,886.00 1.0 5.346,886.															\$ 248,371.20	\$ 248,371.20	1.0	\$ 262,279.99	\$ 262,279.99	\$ 920,851.19
Inspection & Testing US 1.0 \$ 331,517.0 \$ 331,517.0 \$ 331,517.0 \$ 1.0 \$ 1,412,927.70 \$ 1,412,927.70 \$ 1,412,927.70 \$ 1,412,927.70 \$ 1.0 \$ 445,558.85 \$ 1.0 \$ 470,510.14 \$ 1.0 \$ 496,658.71 \$ 496,658.71 \$ 496,658.71 \$ 1,744,444.70 \$ 1	1	MAN CONTRACTOR TO CONTRACTOR OF THE CONTRACTOR O					1.0	5	170,000.00	170,000.00	1.0	\$ 100,000.00	\$ 100,000.00	1.0	\$ 30,000.00	\$ 30,000.00	1.0	\$ 40,000.00	\$ 40,000.00	\$ 218,686.00
Project Funding Administration L5 1.0 \$ 193,800.00 \$ 193,800.00 1.0 \$ 150,000.00 \$ 150,000.00 \$ 1.0 \$ 50,000.00 \$ 1.0 \$ 50,000.00 \$ 50,000	1 1			_						1,412,927.70	1.0	\$ 445,558.85	\$ 445,558.85	1.0	\$ 470,510.14	\$ 470,510.14	1.0	\$ 496,858.71	\$ 496,858.71	\$ 1,744,444.70
Contract contingency L5 1.0 \$ 361,150.00 \$ 361,150.00 \$ 1.0 \$ 1,407,932.61 \$ 1,407,932.61 \$ 1.0 \$ 496,036.16 \$ 1.0 \$ 357,551.48 \$ 5 357,551.48 \$ 1.0 \$ 5 54,344.97 \$ 554,344.97 \$ 5 1,769,082.60 \$ 1.0 \$ 1,050,000.00 \$ 1,050,000.00 \$ 5 5,000.													\$ 50,000.00	1.0	\$ 50,000.00	\$ 50,000.00	1.0	\$ 50,000.00	\$ 50,000.00	\$ 343,800.00
NGID purchased material													\$ 496,036.16	1.0	\$ 357,551.48	\$ 357,551.48	1.0	\$ 554,344.97	\$ 554,344.97	\$ 1,769,082.61
Project Start-up Design/Permitting LS 1.0 \$ 564,849.00 \$ 964,849.00 \$ 1.0 \$ 150,000.00 \$ 150,000.00 \$ 1.0 \$ 50,000.00 \$ 50,000	1		200					5			1015.00124	\$	\$.	DE ENER	\$.	\$		\$ -	5 -	\$ 1,050,000.00
Subtotal \$ 4,591,002.00 \$ 11,771,246.50 \$ 4,288,572.96 \$ 3,372,102.62 \$ 4,160,570.92 \$ 16,862,248.50	1		LS			\$ 964,849.00	1.0	\$	150,000.00 5	150,000.00	1.0	\$ 50,000.00	\$ 50,000.00	1.0	\$ 50,000.00	\$ 50,000.00	1.0	\$ 50,000.00		\$ 1,114,849.00
A 74 FOC 004 23	1 1			25-120-2		\$ 4,591,002.00	MANUAL CO.			\$ 11,771,246.50			\$ 4,238,572.96	-239203		\$ 3,372,102.62			\$ 4,160,570.92	
	\Box				Control of the Control	\$ 13,956,461.39				57,629,622.94	VEHICLE IN		\$ 20,395,179.22	200	the same the same and	\$ 15,018,065.14	215 105		\$ 22,216,378.58	\$ 71,586,084.33

GMP2 Total Project Cost Increase Summary

	ION CO	313					
	90%	6 OPCC - Jan 2023	3	GMP2 - May 2023	3	Total Variance	
	\$	40,369,290.82	\$	49,491,961.25	\$	9,122,670.43	Direct construction costs increase
14%	\$ \$	5,651,700.71	\$	6,781,874.58	\$	1,130,173.86	CMAR Fee increase
argest Contr	ributing	Factors:					
good oot.		zation			\$	399.101.98	Actual GMP1 subcontractor price vs OPCC plug price
	AC cut	tting			\$		Actual GMP1 subcontractor price vs OPCC plug price
	*********	pply & Install			\$		Escalation: pipe 7%+, fuel 25%
	-	oipe install		- 1 To 1 T	\$		Added yearly escalation and assumed plug price increase
	Tie-ins	•			\$		Escalations, material costs quote
	ARVs			. 101	\$		Increased work scope and quantity and subcontractor quote
	traffic	control			\$		Schedule modification (mulitple workfronts), DBE utilization
	genera	al conditions			\$		Agreed CMAR staff reduction
	cathoo	dic protection		191.51	\$		Reduced design scope
	asbest	os pipe removal a	and ND	OT work	\$	242,352.00	Increased work scope and subcontractor quote
ONTRACTO	CONITING	GENCY & ADMIN	ICTD AT	TON FEEC	HINES.		
JIVIKACI C	ATTENDED TO	6 OPCC - Jan 2023	The real Property lies	GMP2 - May 2023	,	Variance	
	307	OFCC - Jan 2023	•	GIVIPZ - IVIAV ZUZS		variance	
	\$	2,400,000.00	\$	6,100,000.00	_	3,700,000.00	
argest Contr			\$		_	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO	
•	ributing			6,100,000.00	_	3,700,000.00	CMAR, design, permitting fees 2020-2023
	ributing Design	; Factors:		6,100,000.00	\$	3,700,000.00 964,849.00	
	ributing Design Contra	; Factors: n Phase costs (not		6,100,000.00	\$	3,700,000.00 964,849.00 875,500.00	CMAR, design, permitting fees 2020-2023
	Design Contra	Factors: n Phase costs (not nct Contingency		6,100,000.00	\$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate
i i	Desigr Contra IVGID Fundir	Factors: Phase costs (not contingency inspection		6,100,000.00	\$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items
	Desigr Contra IVGID Fundir	Factors: Phase costs (not act Contingency inspection administration administration		6,100,000.00	\$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included
111	Design Contra IVGID Fundir Design	Factors: Phase costs (not act Contingency inspection administration administration		6,100,000.00	\$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included Allowance for redesign (unknowns and GMP1 investigations) and construction
111	Design Contra IVGID Fundir Design	Factors: Phase costs (not act Contingency inspection administration administration	showr	6,100,000.00	\$ \$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included Allowance for redesign (unknowns and GMP1 investigations) and construction
111	Design Contra IVGID Fundir Design	Factors: n Phase costs (not act Contingency inspection ng administration nicrease	showr	6,100,000.00	\$ \$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00 218,686.00	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included Allowance for redesign (unknowns and GMP1 investigations) and construction
ISK RESERVE	Design Contra IVGID Fundir Design	Factors: n Phase costs (not act Contingency inspection ng administration increase 6 OPCC - Jan 2023	showr	6,100,000.00 n in 90%) GMP2 - May 2023	\$ \$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00 218,686.00	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included Allowance for redesign (unknowns and GMP1 investigations) and construction phase services not previously included
SK RESERVE	Design Contra IVGID Fundir Design E 90%	Factors: n Phase costs (not act Contingency inspection ng administration increase 6 OPCC - Jan 2023 10,312,928.60	showr	6,100,000.00 n in 90%) GMP2 - May 2023 9,200,535.00	\$ \$ \$ \$ \$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00 218,686.00 Variance (1,112,393.60)	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included Allowance for redesign (unknowns and GMP1 investigations) and construction phase services not previously included Total risk reserve decrease
I <mark>SK RESERVE</mark> argest Contri	Design Contra IVGID Fundir Design E 90% \$	Factors: n Phase costs (not act Contingency inspection and administration increase 6 OPCC - Jan 2023 10,312,928.60 Factors: tion moved to continue in the continue increase	showr	6,100,000.00 n in 90%) GMP2 - May 2023 9,200,535.00	\$ \$ \$ \$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00 218,686.00 Variance (1,112,393.60) (3,716,000.00)	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included Allowance for redesign (unknowns and GMP1 investigations) and construction phase services not previously included Total risk reserve decrease escalation/inflation moved into unit rates for construction cost
I <mark>SK RESERVE</mark> argest Contri	Design Contra IVGID Fundir Design E 90%	Factors: n Phase costs (not act Contingency inspection and administration increase 6 OPCC - Jan 2023 10,312,928.60 Factors: tion moved to continue in the continue increase	showr	6,100,000.00 n in 90%) GMP2 - May 2023 9,200,535.00	\$ \$ \$ \$ \$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00 218,686.00 Variance (1,112,393.60) (3,716,000.00)	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included Allowance for redesign (unknowns and GMP1 investigations) and construction phase services not previously included Total risk reserve decrease escalation/inflation moved into unit rates for construction cost Increased allowance based on NDOT informing IVGID staging areas may be used for
ISK RESERVE	Design Contra IVGID Fundir Design \$ \$ ributing Escalar Staging	s Factors: In Phase costs (not act Contingency inspection and administration increase 5 OPCC - Jan 2023 10,312,928.60 Factors: tion moved to cong area	showr \$	6,100,000.00 n in 90%) GMP2 - May 2023 9,200,535.00	\$ \$ \$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00 218,686.00 Variance (1,112,393.60) (3,716,000.00) 585,410.72	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included Allowance for redesign (unknowns and GMP1 investigations) and construction phase services not previously included Total risk reserve decrease escalation/inflation moved into unit rates for construction cost Increased allowance based on NDOT informing IVGID staging areas may be used for NDOT project in 2024 & 2025
ISK RESERVE argest Contr	Design Contra IVGID Fundin Design \$ \$ ributing Escalar Staging	Factors: n Phase costs (not act Contingency inspection and administration increase 6 OPCC - Jan 2023 10,312,928.60 Factors: tion moved to continue in the continue increase	showr \$	6,100,000.00 n in 90%) GMP2 - May 2023 9,200,535.00	\$ \$ \$ \$ \$ \$ \$	3,700,000.00 964,849.00 875,500.00 920,851.19 193,800.00 218,686.00 Variance (1,112,393.60) (3,716,000.00) 585,410.72 403,199.00	CMAR, design, permitting fees 2020-2023 Estaimted contingency not included in 90% OPCC estimate Increased hours to cover risk items and realization of full risk reserve items Funding/grant administration fees, not previously included Allowance for redesign (unknowns and GMP1 investigations) and construction phase services not previously included Total risk reserve decrease escalation/inflation moved into unit rates for construction cost Increased allowance based on NDOT informing IVGID staging areas may be used for



CMAR OPCC - IVGID Effluent Pipeline Remaining Scope

IVGID Effluent Pipeline - OPCC Remaining Scope

			GRANITE CURRENT													
			GMP1 - 2023					СМ	AR	OPCC Rema	inir	ig Scope	g Scope TOTAL PRO			
Item	Description	UoM	Qty	Unit Price		2023 Total		Qty		Unit Price		GMP 2 Total		CMAR		
	Subtotal		(18) A.		\$	8,215,315.25			100		\$	40,226,646.00	\$	48,441,961.25		
	Contractor Fee		14%	1	5	1,150,144.14		14%		1	5	5,631,730.44	\$	6,781,874.58		
	IVGID purchased material	LS	1.0	\$ 1,050,000.00	\$	1,050,000.00			-33		\$		\$	1,050,000.00		
	Subtotal			PERCENTAGE OF THE PERCENTAGE O	\$	10,415,459.39					\$	45,858,376.44	\$	56,273,835.83		
							-									
	CMGC Risk Register	LS	1.0	\$ 1,466,000.00	\$	1,466,000.00		1.0	5	7,734,535.00	\$	7,734,535.00	\$	9,200,535.00		
	IVGID mgmt	LS	1.0	\$175,000	5	175,000.00	19	1.0	s	745,851.19	\$	745,851.19	\$	920,851.19		
	Designer Constr Services	LS	1.0	\$48,686	\$	48,686.00		1.0	\$	170,000.00	\$	170,000.00	\$	218,686.00		
	Inspection & Testing	LS	1.0	\$ 331,517.00	\$	331,517.00		1.0	5	1,412,927.70	\$	1,412,927.70	\$	1,744,444.70		
	Project Funding Administration	LS	1.0	\$ 193,800.00	\$	193,800.00		1.0	5	150,000.00	\$	150,000.00	\$	343,800.00		
	Contract contingency	LS	1.0	\$ 361,150.00	\$	361,150.00		1.0	5	1,407,932.61	5	1,407,932.61	\$	1,769,082.61		
	Project Start-up Design/Permitting	LS	1.0	\$ 964,849.00	\$	964,849.00		1.0	\$	150,000,00	5	150,000.00	\$	1,114,849.00		
	Subtotal				\$	3,541,002.00					\$	11,771,246.50	\$	15,312,248.50		
	Budget Total		100		\$	13,956,461.39					\$	57,629,622.94	\$	71,586,084.33		

	January Board Packet											
Item	Description		CMAR									
	Subtotal	5	40,369,290.82									
	Contractor Fee	5	5,651,700.71									
	IVGID purchased material											
	Subtotal	\$	46,020,991.53									
_	CMGC Risk Register	5	10,312,928.60									
	IVGID mgmt											
	Designer Constr Services											
	Inspection & Testing	1999										
	Project Funding Administration											
	Contract contingency (IVIGID Allowance)	5	2,400,000.00									
	Project Start-up Design/Permitting											
	Subtotal	\$	12,712,928.60									
1	Budget Total	\$	58,733,920.13									

GRANITE PREVIOUS

Subtotal	\$	8,072,670.4
Contractor Fee	\$	1,130,173.8
IVGID purchased material	\$	1,050,000.0
 Subtotal	\$	10,252,844.2
CMGC Risk Register	\$	(1,112,393.6
IVGID mgmt	\$	920,851.1
Designer Constr Services	\$	218,686.0
Inspection & Testing	\$	1,744,444.7
Project Funding Administration	\$	343,800.0
Contract contingency	\$	(630,917.3
Project Start-up Design/Permitting	\$	1,114,849.0
Subtetal	•	2 500 210 0

VARIANCE
MAY '23 vs. JAN '23

Description CM

NOTES ABOUT VARIANCE:

- Direct Costs are +\$8.1MM

Associated Fee is +\$1.1MM

- Risk Register is <\$1.1MM> Less

Owner Controlled Items (e.g. Design, Admin, etc...) is +\$3.7MM

See Variance Sheet to explain \$8MM Delta of Direct Cost/Risk Register Costs





90% OPCC (post cost reconciliation meeting)

12/6/2022

				D F(() D)	STRUCTION CONC. D. I	D		Qu	antitative Ar	alysis			
	DRA	AFT I	VGI	D Effluent Export Pipeline CMAR CON	STRUCTION 90% - Risk	Registe	r			The State of State of	le Impacts		
	Functional	Т	Γ	r	ı	1	1	Cost Im	pacts (\$) Estimated Risk	(Wor	king Days)		1
No.	Assignment	Status		Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost (\$)	Amount	Impact	Time	Comments	
1	Design	Open		Frequency and method of pressure testing - Welded Steel / DIP (Would precast square vaults be beneficial for presure testing operations?)	- Develop Testing Procedure and Plan, details of testing connections Consult outside testing firms (MilBar) for recommended testing procedures and pressures Consult pipe manufacturers for recommended testing procedures - Conduct task force meeting, establish procedure, place in DIRECT COSTS	Cost & Schedule	25%	\$ 1,064,000.00	\$ 266,000.0	0 23	5.75	Scope gap potential due to specification development and owner requirements (i.e. pressure testing against valves, segment lengths, and exposed joints). Pipe manufacturers have expressed concerns over the testing pressures exceeding their rated pipe pressures. Testing = \$20k x 23 days. Traffic Control = \$7,800/day x 23 days GCs = \$18k x 23 days	Cost (\$) is currently include the 90% OPCC. The estim. Risk Amount is added cost to on probality of extra test being required.
2	Design	Open		Impact to production based on frequency and method of weld testing - Steel pipe (X-ray)	Develop Testing Procedure and Plan Frequency of Xray inspection to be determined and Impact	Cost & Schedule	50%	\$ 851,400.00	\$ 425,700.0	33	16.5	Assumed to be Owner provided third party QA inspection. Approximately 167 joints to inspect @ 2 hours per each = 334 hours Traffic Control = \$7,800/day x 33 days GCs = \$18k x 33 days	
3	Design	Open		New pipeline alignment conflicts with existing improvements	GPR, Pothole, Design out, survey existing conditions, purchase additional fittings	Cost & Schedule	25%	\$ 1,816,860.00	\$ 454,215.0	20	5	Conflict with exsting pipeline alignment creating additional crossings or tie-in connection points Encounter unknown culvert crossings or other utilities (Guardrail, Concrete Curb & Gutter, AC Curb Removal and Replacement) 5% of overall length = 1,485 LF x \$876/LF Traffic Control = 57,800/day x 20 days GCS = 518k x 20 days	
4	Design	Open	GC	90% Design Plans do not specify number of Fittings & Degree of Angle per fitting.	Fittings adequately detailed on plan sheets, Have Additional Fittings On Hand Have Pipe Manufacturer (US Pipe) engineer lay sheets (mark sheets) to clarify materials purchase	Cost	8%	\$ 342,000.00	\$ 27,360.0	0	0	72 each x \$4,750 per each (fitting & multi-bead closure)	
5	Design	Open	NDOT	Eliminate new pipeline joints at NDOT culvert crossings	Purchase additional pipe to make adjustments to joint locations (i.e. Multi-bead sections of pipe) Have Pipe Manufacturer (US Pipe) engineer lay sheets (mark sheets) to clarify materials purchase Decrease as GMP's are released and acutal pipe purchases are made	Cost	100%	\$ 246,240.00	\$ 246,240.0	5	5	Could occur at each crossing. Total of 38 crossings 38 sticks x 2 each x 18 LF = 1,368 LF x \$180 2 hours per joint adjustment	
6	Enviornmental	l Open	IVGID	Existing pipe discharge due to break or pipe failure (flooded trench, enviro release, etc)	Emergency Response Plan, Repair parts on hand (in-stock) at local supply, etc. GC to make repairs and coordinate with IVGID operations throughout construction	Cost & Schedule	25%	\$ 1,016,000.00	\$ 254,000.0	20	5	Assume crew cost = \$25,000/day Traffic Control = \$7,800/day x 1 week x 4 seasons GCs = \$18k x 1 week x 4 seasons	
7	Excavation	Open	GC	Encounter hard rock that needs to be excavated	- Improved quantification of known hard rock locations (to idendify LF of trench) via GPR intel, followed up with pre-work package to include potholing (conventional or track-drilling). - Estimate includes Hammer Hoe attachment for nuissance rock - Rock-splitting to remove rock Correlate HDR PDR (June 2012) Rock excavation limits to current plan set	Cost & Schedule	50%	\$ 2,874,700.00	\$ 1,437,350.0	0 89	44.5	East Shore Trail = \$1.2 Million 30% of alignment = 8,900 LF 100 LF per day = 89 days x \$6,500/day Traffic Control = \$7,800/day x 89 days GCs = \$18k x 89 days	

8	Excavation	Open	GC	Undermining or Overexcavation due to overbreak of Trench due to encountering unsuitable materials creates increased materials quantities required for trench backfill, and patching.	As needed	Cost	10%	\$ 3,362,500.00	\$	336,250.00	5	0.5	Use established unit prices to establish Risk \$\$ 25% of excavated volume = 6,725 CY x \$500/CY (excavation, hauling & disposal, backfill with screened native).
9	Excavation	Open	GC	If ground water (in excess of nuissance) is encountered in low lying areas, we will need to de-watering, treat and dispose of properly	Proper Permits & Dewatering Equip, coordinate with local agencies	Cost & Schedule	25%	\$ 50,000.00	\$	12,500.00	4	1	Account for 500LF of overall pipeline length (near Bliss, Secret Creek, and Skunk Harbor) 500 LF = 1 months rent (de-watering system) x \$50,000 per month
10	Excavation	Open		Procuring de-watering tanker trucks during construction season for removal of residual water in Dormant pipeline sections	Advanced scheduling	Cost & Schedule	25%	\$ 512,000.00	\$	128,000.00	20	5	Waters, Hero, EPS, Clean Harbors Traffic Control = \$7,800/day x 5 days x 4 seasons GCs = \$18k x 5 days x 4 seasons
11	Excavation	Open	IVGID	Trench alignment crosses centerline (into live lane)	Design out	Cost & Schedule			\$		0	0	Believe this has been accounted for in current 90% parallel alignment
12	Materials	Open	GC	Delay start of construction due to availability of materials, weather delay, funding, permitting.	Identify & Order Early/Separate GMP	Cost & Schedule	25%	\$ 125,000.00	\$	31,250.00	22	5.5	Delay start of a single season by 1 month causing an additional 5th season. Mob, Rent, Permits = \$125k
13	Materials	Open	GC	Escalations (Labor, materials, fuel (currently, to be broken out separately into individual items).	Order Early/Separate GMPs/Identify Stockpile storage location options At for Construction Design, GC includes Labor and Equipment (less fuel) escalations. Materials escalations to remain as Risk	Cost	75%	\$ 4,660,000.00	\$	3,495,000.00	0	0	5% year over year
14	Materials	Open	GC	Fuel Escalations	Owner Allowance item Develop indexing metric	Cost	100%		\$	-	0	0	TBD. Currently accounted for in above Escalations item.
15	Materials	Open	GC	5% additional Waste on Ductile Iron Pipe Purchase	Fittings adequately detailed on plan sheets, Have Additional Fittings On Hand Deliver 100% Design Plans to Pipe Manufacturers - develop expected waste factors	Cost	0%	\$ 240,741.00	\$		0	0	24,707 LF x .05 = 1,235 LF @ \$180 / LF = \$222,363 x 1.08265 = \$240,741 Moved \$120k to Item #5
16	Materials	Open	GC	7% Pipe Escalations (Beginning in 2023)	Order Early/Separate GMP/Identify Stockpile storage location options Remove this amount from above 5% escalations	Cost	100%	\$ 221,086.00	\$	221,086.00	0	0	24,707 LF - 8,500 = 16,207 @ \$12.60 / LF = \$204,208 x 1.08265 = \$221,086
17	Materials	Open	GC	Encounter unsuitable material during screening native material for Intermediate Backfill. Cost to offhaul and import new material	100	Cost	25%	\$ 332,150.00	\$	83,037.50	0	0	Intermediate Backfill = 5,643 CY x \$50/CY Buy/Haul added allowance for offhaul / disposal of unsuitable material = \$50k
18	NDOT	Closed		Parking 30' from E.O.P. or required use of K-rail	Identify potential pullouts / cost Temp Rail	Cost	0%	\$ -	\$	-	0	0	Included in 90% OPCC
19	NDOT	Open		Conflict with Adjacent Q&D/NDOT project	Coordinate with Q&D / NDOT	Cost & Schedule	0%		\$		0	0	Included in 90% OPCC
20	NDOT	Open		Upon excavating for new pipeline to cross under existing CMP culvert, we determine the condition of existing culverts not satisfactory (i.e. Corrosion). What method of repair would NDOT require?	Coordinate with NDOT. Potential slip-lining. NDOT or IVGID issue? NDOT evaluation report upcoming (clarifying conditions of existing culverts). Verifying the NDOT provided condition assessment report is accurate. Develop strategy for repair & compensation	Cost & Schedule	20%	\$ 665,000.00	\$	133,000.00	1	0.2	38 crossings x 50 LF/Each = 1,900 LF
21	NDOT	Open	GC	Can we use existing culvert to host NEW fiber optic utilities?	VEP Opportunity?				\$	•		0	
21	NDOT	Open		Full closure of Hwy 28 during shoulder season	VEP Opportunity?	Cost & Schedule	0%	\$ (3,000,000.00	5)			0	Plugged assumed opportunity cost. (Double productions, reduced TC, reduced per week patching required, Open-Grade efficiencies)

22	тори	Dpen		NDOT right-of-way staging areas available for project use at time of construction?	Use IVGID property or other location outside of basin (i.e. bottom of US 50)	Cost	25%	\$ 7,31	7,634.00	\$ 1,829,408.50		0	Potential to double trucking cost. One season of not having access to yards, ""Analysis in progress""
23	NDOT	Open		NDOT needing to perform maintenance on some existing culverts (Bliss Creek)	NDOT to perform culvert cleaning??	Schedule				\$ -		o	Unknown risk. More details needed
24	Public	Open	IVGID	Emergency reposnse – Wildfire / Traffic accident	Emergency Response Plan	Cost & Schedule	25%	\$ 1,58	4,000.00	\$ 396,000.00	88	- 22	GCs = \$18,000/day x 1 month x 4 seasons
25	Public	Open		Added requirement to modify traffic control plan/system	Add Pilot Car	Cost	10%	\$ 1,23	4,066.00	\$ 123,406.60		0	Pilot Car: 4 Seasons
26	Quality	Open	IVGID	Failed pressure test and leak detected in new pipeline	Develop Testing Procedure and Plan	Cast & Schedule	25%	\$ 52	0,500.00	\$ 130,125.00	10	2.5	1% of overall pipe length = 300 LF x \$875/LF Traffic Control = \$7,800/day x 10 days GCs = \$18k x 10 days
27	Stakeholders	Ореп	GC	Unforseen Special Events (Races & Marathons)	Consult Stakeholders Early & Often	Cost & Schedule	25%	\$ 51	6,000.00	\$ 129,000.00	20	5	4 Seasons X 5 Days = 20 Days Traffic Control = \$7,800/day x 20 days GCs = \$18k x 20 days
28	Weather	Open	GC	Weather (Thunderstorms / Freak Rain Events / Average Rainfall)	Account for additional days in CPM Schedule	Cost & Schedule	25%	\$ 51	6,000.00	\$ 129,000.00	20	5	S Days/Season accounted for in CPM. Additional S Days/Season Traffic Control = \$7,800/day x 5 days x 4 seasons GCS = \$18k x 5 days x 4 seasons
29	Stakeholders			Unforseen TRPA required remediation measures at staging yards		Cost	25%	\$ 10	00.000,0	\$ 25,000.00	o	o	
30	Design			Clarification of Cathodic protection system (locations, offsets, and depths of anodes)	Design detall clarification	Cost	0%	\$ {35	(00.000,0	5			
31	Weather	Open	GC	Construction Water Purchase		Cost	0%	s		S -	o	0	o
Totals	egipara arang partu ang aran	regional desire	tipe vidg		ides (1155 militar est meste personale Nadio Astronius (Vitalias Adaptinis).	ratheric (1889) majorida	germanyselvina	506456564656	167.250000635540	\$ 10,312,928.60	9245U54988	128.45	000000000000000000000000000000000000000

ATTACHMENT E

GRANITE

	DRAFT Risk Register Breakdown of Estimated Costs					uantitative Analy	sis		Comments	
						Cost Impacts (\$)			Comments	
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact	Original Comments	Additional Comments (Remaining Scope)
2	Impact to production based on frequency and method of weld testing - Steel pipe (X-ray)	Develop Testing Procedure and Plan Frequency of Xray inspection to be determined and Impact	Cost & Schedule	50%	\$ 851,400.00	\$ 425,700.00	33	16.5	Assumed to be Owner provided third party QA inspection. Approximately 167 joints to inspect @ 2 hours per each = 334 hours Traffic Control = \$7,800/day x 33 days GCs = \$18k x 33 days	
3	New pipeline alignment conflicts with existing improvements (needs to include existing pipeline crossing alignment of new pipeline for future GMPs)	GPR, Pothole, Design out, survey existing conditions, purchase additional fittings	Cost & Schedule	25%	\$ 1,816,860.00	\$ 454,215.00	20	S	Conflict with exsting pipeline alignment creating additional crossings or tie-in connection points Encounter unknown culvert crossings or other utilities (Guardrail, Concrete Curb & Gutter, AC Curb Removal and Replacement) 5% of overall length = 1,485 LF x \$876/LF Traffic Control = 57,800/day x 20 days GCs = \$18k x 20 days	
6	Existing pipe discharge due to break or pipe failure (flooded trench, enviro release, etc) - outside of GC negligence	Emergency Response Plan, Repair parts on hand (in-stock) at local supply, etc. GC to make repairs and coordinate with IVGID operations throughout construction	Cost & Schedule	33%	\$ 1,016,000.00	\$ 335,280.00	20	6.6	Assume crew cost = \$25,000/day Traffic Control = \$7,800/day x 1 week x 4 seasons GCs = \$18k x 1 week x 4 seasons	GMP 1 x 3 seasons

7	Encounter hard rock that needs to be excavated in excess of what is included in budget which triggers T&M tracking and payment over 8-hours of hydraulic hammering at a given location. Anticipated hard rock that may trigger this could include bedrock and/or large non-excavatable boulders. One trigger would be in excess of 8 hours of hammering per week that affects the pipe crew's production. Another would be if production begins to be affected when the lay crew catches up to the hammer hoe and is unable to install additional pipe. Pipe crew is considered labor, equipment, hauling, and subcontractors necessary to complete typical pipe installation.	- Improved quanitfication of known hard rock locations (to idendify LF of trench) via GPR intel, followed up with pre-work package to include potholing (conventional or track-drilling) Estimate includes Hammer Hoe attachment for nuissance rock - Rock-splitting to remove rock Correlate HDR PDR (June 2012) Rock excavation limits to current plan set	Cost & Schedule	33%	\$ 8,826,560.00	\$ 2,	,912,764.80	89	29.37	East Shore Trail = \$1.2 Million 30% of alignment = 8,900 LF 100 LF per day = 89 days x \$6,500/day Traffic Control = \$7,800/day x 89 days GCs = \$18k x 89 days	
9	This is risk associated with ground water in excess of what GC can pump with a 2" sump pump and discharge onsite (Granite is considering this nuisance water). This will be tiggered if Granite needs to upsize the pump, treat the water that is in the work zone, and/or offhaul water in water trucks.	Proper Permits & Dewatering Equip, coordinate with local agencies	Cost & Schedule	25%	\$ 50,000.00	\$	12,500.00	4	1	Account for 500LF of overall pipeline length (near Bliss, Secret Creek, and Skunk Harbor) 500 LF = 1 months rent (de-watering system) x \$50,000 per month	
12	Delay start of construction due to availablity of materials, weather delay, funding, permitting.	Identify & Order Early/Separate GMP	Cost & Schedule	33%	\$ 125,000.00	\$	41,250.00	22	7.26	Delay start of a single season by 1 month causing an additional 5th season. Mob, Rent, Permits = \$125k	
13	Escalations (Labor, equipment, materials, fuel (currently, to be broken out separately into individual items).	Order Early/Separate GMPs/Identify Stockpile storage location options At for Construction Design, GC includes Labor and Equipment (less fuel) escalations. Materials escalations to remain as Risk	Cost	50%	\$ 1,000,000.00	\$	500,000.00	0	0	5% year over year	Direct Cost less GCCO Labor & Equipment = \$20,310,000. At 5% = \$1,000,000
17	Encounter unsuitable material during screening native material for Intermediate Backfill. Cost to offhaul and import new material		Cost	0%	\$ 332,150.00	\$	-	0	0	Intermediate Backfill = 5,643 CY x \$50/CY Buy/Haul added allowance for offhaul / disposal of unsuitable material = \$50k	

22	If NDOT right-of-way staging areas at Spooner Summit are not available for project use at time of construction.	Use IVGID property or other location outside of basin (i.e. bottom of US 50)	Cost	33%	\$ 7,317,634.0	0 5	2,414,819.22		ō	Risk Associated with losing our yard access. Lowering risk probability for GMP 1 due to prelimenary occupancy permit discussed with NDOT for this season. Schedule impacts are significant. Without a yard, there can be no night shift. This would double our pipe install durations, schedule impacts from potholing, sawcutting, rail shifting, stringing pipe, etc. 70 added days of pipe, rail shifting, patch back. 70 x TC 59,125 = \$638,750 70 x GC \$16,000 = \$1,120,000	Per recent discussions with NDOT permits regarding upcoming NDOT projects on US 50 and SR 28, the current yard use at SR 28 and US 50 "Spooner" summit is not guaranteed for IVGID's projects.
24	Emergency reposnse - Wildfire / Traffic accident	Ernergency Response Plan	Cost & Schedule	25%	\$ 1,584,000.0	o \$	396,000.00	88	22	GCs = \$18,000/day x 1 month x 4 seasons	GMP 1 x 3 seasons
25	Added requirement to modify traffic control plan/system	Add Pilot Car	Cost	10%	\$ 1,234,066.0	0 \$	123,406.60		O	Pilot Car: 4 Seasons	GMP 1 x 3 seasons
27	Unforseen Special Events (Races & Marathons)	Consult Stakeholders Early & Often	Cost & Schedule	10%	\$ 516,000.0	0 \$	51,600.00	20	2	4 Seasons X 5 Days = 20 Days Traffic Control = \$7,800/day x 20 days GCs = \$18k x 20 days	
29	Unforseen TRPA required remediation measures at staging yards and/or areas in project limits.		Cost	67%	\$ 100,000.0	o \$	67,000.00	0	0		
35	Traffic Control Days - Additional Days for Schedule Delays		Cost	33%	\$ 818,786.2	5 \$	270,199.46	380	89.73	Separate line item that will be used to track additional TC days due to unforseen field conditions and other risks. TC per day = \$9,125 Potential risk of days = 10 days	GMP 1 x 3 seasons
Totals	erson on the energy energy of the energy of		orania da la constitución	200000000000000000000000000000000000000	pun telaktus (kilasi) telat	\$	7,734,535.62	380	89.73		

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest, District General Manager

Brad Underwood, Director of Public Works

FROM: Bree Waters, District Project Manager

SUBJECT: Review, Discuss and Possibly Approve an Increase to the Project

Budget for the Skate Park Enhancement Project (CIP

#4378BD2202) in an amount determined by the Board and currently

estimated not to exceed \$500,000 (Requesting Staff Member:

Director of Public Works Brad Underwood)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

Long Term Initiative #6 - Execute the short and long term strategy as they relate to various district venue and facility master plans and studies as the roadmap for the future.

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.

Long Term Initiative #2 - Continue to implement top priorities identified in the Community Service Master Plan priorities as defined by the Board of Trustees.

Budget Initiatives D - Allocate capital expenditures to maintain services and facilities.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planning Capital Project Budgeting Policy 13.1.0

DATE:

May 25, 2023

I. RECOMMENDATION

The Board of Trustees make a motion to possibly approve funding for the Skate Park Enhancement Project (CIP #4378BD2202) in an amount determined by the Board and currently estimated not to exceed \$500,000.

II. BACKGROUND

In April 2000, the Board took action to move forward with the design of the Incline Skate Park. The community came together and in 2001, Incline Skate Park was built. The primary purpose for the District to pursue the construction of the Incline Skate Park was to get local skateboarders off the streets, sidewalks, parking lots and other public and private spaces, where skateboarding is dangerous to skateboarders and the public. The skate park also provided positive opportunities for skaters to have fun and improve their skills in a safe environment.

For over twenty years, the skate park has been a popular destination for skateboarders of all ages and skill levels; however, the skate park no longer meets the needs of the skateboarders and the community. Over time, the skate park has deteriorated and renovations are needed for the poor condition of the cracked concrete, rusted metal, and damaged equipment. These poor conditions along with the size of the skate park, in relation to the number of users, pose a safety risk to the users of the skate park. The Incline Skate Park, in relation to the surrounding area skate parks, is the smallest and, in addition, the existing skate park is limited, with very few beginner features and does not provide enough space or variety for skateboarders to practice and develop their skills. The Incline Skate Park is one of the community's most used facilities, with camps in high demand that sell out days after opening.

The Community Services Master Plan (CSMP), updated in 2019, includes Top Tier and Second Tier Recommendations (Pages 132-139). A Second Tier Recommendation is the Skate Park Enhancement Project. The CSMP states, "The skatepark has the potential to provide a better range of structures to meet both beginner and experienced user needs. The current design is focused more towards experienced users, which reduces overall use." The CSMP also states, "The skatepark is adequate but is not designed for multiple age groups/ability levels. Incorporating a variety of elements for both beginners, young skaters and experienced skaters will enhance the facility. These enhancements have community support and could greatly increase the use of community resources."

The CSMP also states that the expansion and additional features and amenities had an estimated cost of \$500,000 - \$1,000,000 in 2018 dollars.

The Board Priority projects were discussed at the Jan. 12, 2022 Board Meeting and the Skatepark Enhancement Project became a Board Priority Project. During the summer of 2022, staff applied for and received a grant from Washoe County for enhancement of the Incline Skate Park. At the Dec. 14, 2022 Board Meeting, the Board moved to accept the Washoe County Notice of Subaward (Non-Competitive Grant) in the amount of \$250,000 for the purpose of enhancing the existing Skate Park. The Board was told by staff at this time that although there was funding budgeted between FY 22 and FY 26 in the amount of \$190,00, and with the current construction climate, it was likely that additional funding would be necessary.

Renovating and enhancing the skate park will benefit the community by providing a safe place for skateboards, which promotes physical activity and a healthy lifestyle, especially for young people. By increasing and expanding the existing skate park, the enhancements will encourage beginners as well as more advanced skaters to use the park. The skate park is also open to the public, making it an affordable and accessible activity for all families in our community.

III. BID RESULTS

Not applicable.

IV. FINANCIAL IMPACT AND BUDGET

The Tentative Fiscal Year (FY) 23/24 Budget included funding in the amount of \$250,000. Project funding is provided through a grant award from Washoe County. Per the conditions of the grant, the project is to be completed by Dec. 2026. The updated project cost estimate for proposed renovations and enhancements is \$500,000. The FY23/24 Final Budget is being updated to reflect this cost estimate, with additional funding to be provided through a General Fund appropriation from available fund balance. This funding recommendation is consistent with the Board's direction of transferring parks' operations, maintenance and capital projects to the General Fund, and will be reflected in the upcoming FY23/24 Final Budget for Board consideration at this Board Meeting.

V. <u>ALTERNATIVES</u>

The alternatives to approving staff recommendation to increase the budget for the Skate Park Enhancement Project to \$500,000 would be:

- 1. Not approve the recommendation to increase the budget and use the Washoe County Grant funding to renovate the existing skate park and make the necessary improvements to fix safety issues, i.e. cracking concrete, rusted metal and damaged equipment.
- 2. Fund Phase 2 at a later date to include the addition of a larger concrete

pad with bolt-in skate features.

VI. <u>COMMENTS</u>

Staff will proceed with conceptual design if the motion is approved. Once the conceptual design and construction estimate has been developed, staff will bring the project back to the Board for discussion and approval.

VII. BUSINESS IMPACT/BENEFIT

Renovating the skate park will have economic benefits for our community. A renovated skatepark would attract visitors, including skateboarders from other communities, which would boost local businesses. Additionally, a renovated skate park could be used as a venue for events and competitions, which would bring more visitors and revenue to our community.

VIII. ATTACHMENTS

None

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The Board of Trustees make a motion to possibly approve funding for the Skate Park Enhancement Project (CIP #4378BD2202) in an amount determined by the Board and currently estimated not to exceed \$500,000.

MEMORANDUM

TO:

Board of Trustees

THROUGH: Indra Winguest, District General Manager

FROM:

Brad Underwood, Director of Public Works

SUBJECT: Review, discuss and possibly approve the rebuild of three Caterpillar 950G loaders by Empire Southwest (formerly Cashman Equipment)

> and purchase of tire chains from Silver State International (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.

Budgeted Initiatives for 2021 - 2023 Item D.

Allocate capital expenditures to maintain

services and facilities.

RELATED DISTRICT POLICIES, PRACTICES, Year Capital Planning RESOLUTIONS OR **ORDINANCES**

Board Policy 12.1.0 Capital Planning - Multi-

Board Policy 13.1.0 Capital Planning - Capital

Project Budgeting

Board Practice 13.2.0 Capital Planning - Capital

Expenditures

Board Policy 20.1.0 Purchasing Policy for

Goods and Services

DATE:

May 25, 2023

I. RECOMMENDATION

That the Board of Trustees:

1. Approve a purchase order contract with Empire Southwest for the rebuild of three 2002 950G Caterpillar Loaders, in the total amount of \$675,000.00 (CIP Project Numbers 2097HE1729, 2097HE1730 and 3463HE1723).

- 2. Authorize the issuance of a purchase order with Silver State International for the purchase of loader tire chains for three 950G loaders (CIP 2097HE1725 and 3463HE1722).
- 3. Authorize the transfer of funds in the amount of \$6,352 from CIP project number 2097HE1729 to CIP project number 2097HE1725.
- 4. Authorize the transfer of funds in the amount of \$3,426 from CIP project number 3463HE1723 to CIP project number 3463HE1722.
- 5. Authorize the Director of Public Works to sign the Purchase Order Contract in substantially the form presented.

II. BACKGROUND

The District owns and operates three 2002 950G Caterpillar loaders used by the Public Works Department and Diamond Peak Ski Resort for snow removal at all District Facilities during the winter and earthwork and construction needs during the summer season. Snow removal is key to Diamond Peak Ski Resort operations as Public Works clears Ski Way up to the resort for staff and customer access. It is also key for Public Works facilities such as the Corporation Yard, Water Resource Recovery Facilities, Water Plant, Water Reservoirs, and various pump stations. Having access to these key Public Works facilities is key to responding to any needs or emergencies for continual sewer and water operations for the community.

The District identified these loaders for replacement in 2017 and has included them in the CIP program since then. The life of the equipment has been extended several times due to its age and condition. Now at 21 years old, there is a need to replace these loaders. However, there is an opportunity to take advantage of a new program provided by Empire Southwest of Sparks, Nevada. This would be to rebuild the loaders at a cost less than that of replacement (see attachment). Rebuilding the loaders would restore them to a like-new operating condition and include a 5-year warranty. The rebuild of the loaders would extend their life expectancy by approximately 15 to 20 years.

This proposed loader rebuild is in lieu of a new purchase, which was planned as part of the FY 2022/23 Capital Improvement Budget approved by the Board of Trustees on May 26, 2022. If the loaders were purchased instead of rebuilt, the District would have the option to participate in a buyback program offered through Empire Southwest. The program allows for buyback of the loaders after 5 years or 5,000 hours whichever comes first. The buyback option provides a 62% credit of the original loader purchase price which is applied to the purchase of a new loader. (See attachment).

The loader tire chains are inspected and assessed every year. The existing chains have been in use for seven winters and have reached the end of their service life and need to be replaced before next winter season. This replacement purchase (see attachment) is part of the FY 2022/23 Capital Improvement Budget and was approved by the Board of Trustees on May 26, 2022.

III. BID RESULTS

The proposed procurement to rebuild the loaders complies with NRS 332.115, it is a sole source purchase from Empire Southwest, which is offering the rebuild program and is the local Caterpillar dealer. Silver State International is also the Sole Source Supplier for Pewag Loader Tire Chains. As a result, staff did not seek competitive bids for either purchase.

IV. FINANCIAL IMPACT AND BUDGET

In addition to some budgetary savings, the completion of the proposed loader rebuild will eliminate the need to carry out capital projects 2097LE1720, 2097LE1721 and 3464LE1729 for a combined budget of \$57,000 in FY 2022/23. These projects are intended to adapt existing implements that attach to our loaders since new loaders have a different attachment mounting. With the loader rebuild taking place, the adaptation would no longer be needed. If we purchased new loaders the budget would need to be increased.

The following is an analysis of the budget variance that results from the loader rebuild option versus the loader purchase.

Loader Rebuild Recommendation	WWW.4444-1-4		
Description	Cost	FY 2022/23 Budget	Budget Variance
Caterpillar 950G Loader (CIP 2097HE1729)	\$225,000	\$265,000	\$40,000
Caterpillar 950G Loader (CIP 2097HE1730)	\$225,000	\$265,000	\$40,000
Caterpillar 950G Loader (CIP 3463HE1723)	\$225,000	\$265,000	\$40,000
Loader Tire Chains (CIP 2097HE1725)	\$26,352	\$20,000	\$(6,352)
Loader Tire Chains (CIP 3463HE1722)	\$13,176	\$9,750	\$(3,426)
Projects no longer needed as a result of the loa	der rebuilt:		
Snowplow #300A (CIP 2097LE1720)	\$0	\$19,000	\$19,000
Snowplow #307A (CIP 2097LE1721)	\$0	\$19,000	\$19,000
Snowplow #304A (CIP 3464LE1729)	\$0	\$19,000	\$19,000
Total Budget Variance			\$167,220

_oader Purchase Option							
Description	Cost	FY 2022/23 Budget	Budget Variance				
Caterpillar 950G Loader (CIP 2097HE1729)	\$304,719	\$265,000	\$(39,719)				
Caterpillar 950G Loader (CIP 2097HE1730)	\$304,719	\$265,000	\$(39,719)				
Caterpillar 950G Loader (CIP 3463HE1723)	\$304,719	\$265,000	\$(39,719)				
Loader Tire Chains (CIP 2097HE1725)	\$26,352	\$20,000	\$(6,352)				
Loader Tire Chains (CIP 3463HE1722)	\$13,176	\$9,750	\$(3,426)				

Current loader sale proceeds (3 loaders at \$50,000 each)	\$150,000	\$0	\$150,000
Projects needed due to loader purchase (Cos	t based on budget):		
Snowplow #300A (CIP 2097LE1720)	\$19,000	\$19,000	\$0
Snowplow #307A (CIP 2097LE1721)	\$19,000	\$19,000	\$0
Snowplow #304A (CIP 3464LE1729)	\$19,000	\$19,000	\$0
Total Budget Variance			\$21,065

the cost difference between purchasing new loaders and rebuilding the existing loaders is relatively small (approximately \$150,000) staff recommends proceeding with the rebuild option. Advantages of rebuilding the current equipment are the low hours, there is not as much electronic controls making the loaders more simple to operate maintain, fleet staff know how to maintain the current loaders and will not need additional training or instrumentation to troubleshoot problems. We believe that this will result in lower maintenance costs and less downtime over the life of the equipment, expected to be 15 to 20 years. The rebuild will provide the reliability that is needed to perform snow removal.

V. ALTERNATIVES

- 1. Purchase new loaders
- 2. Purchase new loaders with buyback program option
- 3. Defer Action

Deferring this equipment rebuild and purchase of the loader tire chains may have negative impacts on District snow removal operations, since due to the age of the equipment, there is an increased risk of failure and high downtime for repairs.

VI. COMMENTS

The Purchase Order Contract has been reviewed and approved substantially by District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

During the winter months, snow removal operations throughout District facilities rely heavily on these three 950G Caterpillar Loaders. During the summer, the loaders aid in earthwork and construction needs. The useful life of the loaders was extended several times since 2017 and they are ready for replacement. The like-new condition provided by the loader rebuild will allow for more certainty of service for these critical District needs, which directly affects customer service for the users of our venues.

This item is a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, but it does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. Therefore, it does not require a Business Impact Statement.

While

VIII. <u>ATTACHMENTS</u>

- 1. Empire Southwest Rebuild Quotes (3)
- 2. Empire Southwest Buyback Program Letter
- 3. Silver State International Tire Chain Quotes (2)
- 4. Empire Southwest Purchase Order Contract

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustees:

- 1. Approve a purchase order contract with Empire Southwest for the rebuild of three 2002 950G Caterpillar Loaders, in the total amount of \$675,000.00 (CIP Project Numbers 2097HE1729, 2097HE1730 and 3463HE1723).
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Empire Southwest Rebuild Quotes (3)

Proposal

INCLINE VILLAGE GEN IMPROVE DISTRICT

893 SOUTHWOOD BLVD

INCLINE VILLAGE

CUSTOMER NO.	PROPOSAL NO.	DATE	CONTACT
046823	94536	4/18/2023	FRANK MOSER
PHONE NO.	FAX NO.		EMAIL
775-385-2217			
MODEL	MAK	Œ	SERIAL NO.
950G	AA		03JW02811
UNIT NO.	HOURS	WO NO.	P.O. NO.
523	4115		

Note

CAT CERTIFIED POWERTRAIN PLUS HYDRAULICS REBUILD INCLUDES: RADIATOR, ENGINE, CEM, TRANS, T/C, AXLES ASSEMBLIES, FAN PUMP, DRIVE SHAFT, PAINT MACHINE. CYLINDERS, PUMPS, VALVES, HOSES, RECON TANK AND PRODUCT LINK

EXCLUDES: MAJOR FRAMES, ASSEMBLIES, WHEELS & TIRES AFTER DISASSEMBLY & CLEANING. MAJOR ITEMS WILL BE INSPECTED PER REUSABILITY GUIDELINES AND AN ADDITIONAL ESTIMATE WILL BE PROVIDED FOR PARTS, LABOR, & MACHINE WORK.

TRANSPORT COSTS ARE NOT INCLUDED IN THIS ESTIMATE.

ANY TRANSPORT CHARGES WILL BE ADDITIONAL.

SEGMENT: 00

INSPECT MACHINE

NOTES:

Labor Misc

Segment 00 Total:

324.00

SEGMENT: 01

RECONDITION COOLING PACKAGE

NOTES:

REMOVE & INSTALL COOLING PACKAGE FOR RECONDITION

INCLUDES: HOSES, SEALS, MOUNTS & COOLANT,

INCLUDES FAN MOTOR AND PUMP

DISASSEMBLE AND ASSEMBLE RADIATOR ASSEMBLY-REPLACE RADIATOR, SEND COOLERS TO ARROWHEAD

RADIATOR.

Parts

Labor Misc

Segment 01 Total:

22,009.00

SEGMENT: 02

REMOVE & INSTALL POWERTRAIN COMPONENTS

NOTES:

INCLUDES FLUID AND POWERTRAIN HARNESES

Parts

Labor Misc

Segment 02 Total:

6,061.00

SEGMENT: 03

RECONDITION ENGINE

NOTES:

REPLACE WITH CAT NEW COMPLETE.

NEW NOX REDUCTION SYSTEM (NRS) DIFFERENTIAL

PRESSURE SENSOR REQUIRED

NEW FLYWHEEL HOUSING BOLTS REQUIRED

Parts

Labor

Misc

Segment 03 Total:

47,602.00

SEGMENT: 04

REPLACE DRIVETRAIN OIL LINES

NOTES:

REPLACE POWERTRAIN OIL LINES

INCLUDES: HOSES, HOSE SEALS, & FILTERS

Parts

Labor

Misc

Segment 04 Total:

3.317.00

SEGMENT: 05

RO LEVEL 2 - RECONDITION TRANS & TORQUE CONVERTER

NOTES:

INCLUDES PARKING BRAKE.

Parts		
Labor Misc		
	Segment 05 Total:	24,129.00
SEGMENT: 06	RO LEVEL 2 - RECONDITION AXLE ARRANGEMENT (FR) NOTES: REQUIREMENT FOR THE REBUILD PROCESS.	
Parts		
Labor Misc		
	Segment 06 Total:	15,988.00
SEGMENT: 07	RO LEVEL 2 - RECONDITION AXLE ARRANGEMENT (RE) NOTES: REQUIREMENT FOR THE REBUILD PROCESS.	
Parts		
Labor Misc		
	Segment 07 Total:	16,308.00
SEGMENT: 08	RECONDITION DRIVE SHAFT NOTES: INCLUDES REMAN SLIP JOINT, CARRIER BEARING, UJOINTS AND HARDWARE.	
Parts		
Labor Misc		
	Segment 08 Total:	2,625.00

SEGMENT: 09 REMOVE & INSTALL HYDRAULIC SYSTEM NOTES: Parts Labor Misc 6.428.00 Segment 09 Total: **RECONDITION HOSES & LINES** SEGMENT: 10 NOTES: REPLACE ON ALL HOSES / LINES FOR THE FUEL SYSTEM, & HYDRAULIC SYSTEM, STEERING, BRAKING, OIL AND VALVES, HOOD PUMP LIFT, ACCUMULATORS, TRANS DIAGNOSTIC LINES, AXLE COOLER LINES IMPROVED DISCHARGE HYDRAULIC HOSE ASSEMBLY **ROUTING IS REQUIRED** NEW SECONDARY STEERING RELAY BRACKET IS REQUIRED ORIENTATION OF THE ELBOW ASSEMBLY IN THE BRAKE LINES GROUP HAS BEEN IMPROVED A NEW SEAL IS AVAILABLE TO DAMPEN THE VIBRATION OF THE BRAKE ACCUMULATORS REQUIRED **Parts** Labor Misc 24,211.00 Segment 10 Total:

SEGMENT: 11 RECONDITION HYDRAULIC TANK

NOTES:

REPLACE, SEALS, GASKETS, GAUGE, MOUNTS.

Parts

Labor Misc

Segment 11 Total: 3,381.00

SEGMENT: 12 RECONDITION HYDRAULIC CONTROL VALVE

NOTES:

RECONDITION MAIN CONTROL VALVE ASSY

LOWERING CONTROL VALVE AN IMPROVED ANTI-DRIFT CHECK VALVE GROUP IS REQUIRED

Parts			
Labor Misc			
		Segment 12 Total:	7,366.00
SEGMENT: 13	REPLACE IMPLEMENT PUMP NOTES: REMOVE, INSTALL AND REPLACE IMPLEN SEALS AND GASKETS.	MENT PUMPS &	
Parts			
Labor Misc			
		Segment 13 Total:	18,559.00
SEGMENT: 14 Parts	RECONDITION HYDRAULIC CYLINDERS NOTES: LIFT, TILT AND STEERING CYLINDERS		
Labor Misc			
		Segment 14 Total:	21,631.00
SEGMENT: 85	INSTALL PRODUCT LINK SYSTEM NOTES:		
Parts			
Labor Misc			
- 2000		Segment 85 Total:	2,108.00

SEGMENT: 86 TEST/CHECK & ADJUST MACHINE

NOTES:

TEST MACHINE AFTER REPAIRS TO INSURE FLUID LEVELS ARE CORRECT, CURRENT SOFTWARE INSTALLED, VERIFY SYSTEM PRESSURES / OPERATION OF THE MACHINE. CALIBRATION OF THE SYSTEMS. VERIFY MACHINE SAFETY ITEMS ARE FUNCTIONING, EXCLUDES FIRE

SUPPRESSION SYSTEMS

Labor Misc

Segment 86 Total: 3,960.00

SEGMENT: 87

DELIVER MACHINE

NOTES:

TRAVEL TO AND FROM MACHINE DURING DELIVERY TO

ENSURE IT IS OPERATIONAL ON LOCATION.

Labor Misc

Segment 87 Total:

1,320.00

SEGMENT: 88

PERFORM PRE-DELIVERY WARRANTY

NOTES:

FREE 3 YEAR / 5,000 HOUR POWERTRAIN PLUS HYDRAULIC

WARRANTY.

DISCOUNTED ON SEGMENT 90

Labor Misc

Segment 88 Total:

7,790.00

SEGMENT: 89

PAINT MACHINE

NOTES:

PAINT, PREP WORK AND REPLACE DECALS.

Parts

Labor Misc

Segment 89 Total:

7,000.00

SEGMENT: 90

PERFORM CASHMAN FOCUS PROGRAMS

NOTES:

INSPECTION FOCUS PROGRAM 15% POWERTRAIN FOCUS PROGRAM

FOCUS PAINT PROGRAM

FREE 3 YEAR/5000 HOUR POWERTRAIN HYDRAULIC EPP

Labor Misc

	Segment 90 Total:	-17,117.00
	Total Segments:	225,000.00
SUB TOTAL (BEFORE TAXES)		225.000.00

PO#:	Authorized Nam	ne:	_ (signature)
Date:	-		_ (print)
Tha	nk you for this op	portunity to serve your company	
CONTACT INFORMAT	ΓΙΟΝ:		
Prepared by: Frank Morser	Phone: 775-385-2217	Email: FrankMorser@cashmanequipment.com	Fax:

This Proposal is an approximation of charges to customer based upon information customer provided for work to be completed. This Proposal shall be valid for thirty (30) days after the date set forth above, after which the offer to enter into this agreement will automatically expire unless extended in writing by Cashman Equipment Company. Customer's acceptance of this Proposal after its expiration shall become an offer by customer to Cashman Equipment Company, which Cashman Equipment Company may accept or reject. Pricing is subject to change with any modification to the scope of work prior to customer's acceptance of this Proposal. Any purchases made pursuant to this Proposal are subject to Cashman Equipment Company's Terms and Conditions available at www.CashmanEquipment.com/terms. This proposal and its contents are being provided on a confidential basis and may not be disclosed to any third party or used for any other purpose without the express written permission of Cashman Equipment Company.

Ask me about our 0% financing options on parts and labor.

Proposal

INCLINE VILLAGE GEN IMPROVE DISTRICT

893 SOUTHWOOD BLVD

INCLINE VILLAGE

CUSTOMER NO.	PROPOSAL NO.	DATE	CONTACT
046823	94535	4/18/2023	FRANK MOSER
PHONE NO.	FAX NO.		EMAIL
775-385-2217			
MODEL	MAK	Έ	SERIAL NO.
950G	AA		03JW02777
UNIT NO.	HOURS	WO NO.	P.O. NO.
524	6462		

Note

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LABOR, & MACHINE WORK.

TRANSPORT COSTS ARE NOT INCLUDED IN THIS ESTIMATE.

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SEGMENT: 00

INSPECT MACHINE

NOTES:

Labor Misc

Segment 00 Total:

324.00

SEGMENT: 01

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DISASSEMBLE AND ASSEMBLE RADIATOR ASSEMBLY-REPLACE RADIATOR, SEND COOLERS TO ARROWHEAD

RADIATOR.

Parts

Labor Misc

Segment 01 Total:

22,009.00

SEGMENT: 02

REMOVE & INSTALL POWERTRAIN COMPONENTS

NOTES:

INCLUDES FLUID AND POWERTRAIN HARNESES

Parts

Labor Misc

Segment 02 Total:

6,061.00

SEGMENT: 03

RECONDITION ENGINE

NOTES:

REPLACE WITH CAT NEW COMPLETE.

NEW NOX REDUCTION SYSTEM (NRS) DIFFERENTIAL

PRESSURE SENSOR REQUIRED

NEW FLYWHEEL HOUSING BOLTS REQUIRED

Parts

Labor Misc

Segment 03 Total:

47,602,00

SEGMENT: 04

REPLACE DRIVETRAIN OIL LINES

NOTES:

REPLACE POWERTRAIN OIL LINES

INCLUDES: HOSES, HOSE SEALS, & FILTERS

Parts

Labor

Misc

Segment 04 Total:

3,317.00

SEGMENT: 05

RO LEVEL 2 - RECONDITION TRANS & TORQUE CONVERTER

NOTES:

INCLUDES PARKING BRAKE.

Parts		
Labor Misc		
	Segment 05 Total:	24,129.00
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	Segment 06 Total:	15,988.00
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Labor Misc		
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Labor Misc

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Labor Misc			
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		Segment 13 Total:	18,559.00
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Labor Misc			
		Segment 14 Total:	21,631.00
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Parts			
Labor Misc			
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SUPPRESSION SYSTEMS

Labor Misc

Segment 86 Total:

3,960.00

SEGMENT: 87

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Labor Misc

Segment 87 Total:

1,320.00

SEGMENT: 88

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NOTES:

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WARRANTY.

DISCOUNTED ON SEGMENT 90

Labor Misc

Segment 88 Total:

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SEGMENT: 89

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NOTES:

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Parts

Labor Misc

Segment 89 Total:

7,000.00

SEGMENT: 90

PERFORM CASHMAN FOCUS PROGRAMS

NOTES:

INSPECTION FOCUS PROGRAM

15% POWERTRAIN FOCUS PROGRAM

FOCUS PAINT PROGRAM

FREE 3 YEAR/5000 HOUR POWERTRAIN HYDRAULIC EPP

Labor Misc

	Segment 90 Total:	-17,117.00
	Total O	005.000.00
	Total Segments:	225,000.00
SUB TOTAL (BEFORE TAXES)		225,000.00

PO#:	Authorized Nam	ne:	(signature)
Date:			_ (print)
Th	ank you for this op	pportunity to serve your company	
CONTACT INFORMA	ATION:		
Prepared by: Frank Morser	Phone: 775-385-2217	Email: FrankMorser@cashmanequipment.com	Fax:

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INCLINE VILLAGE GEN IMPROVE DISTRICT

893 SOUTHWOOD BLVD

INCLINE VILLAGE

PROPOSAL NO.	DATE	CONTACT
94477	4/13/2023	FRANK MOSER
FAX NO.		EMAIL
MAK	E	SERIAL NO.
AA		03JW02776
HOURS	WO NO.	P.O. NO.
3656		
The second secon	94477 FAX NO. MAK AA HOURS	94477 4/13/2023 FAX NO. MAKE AA HOURS WO NO.

CAT CERTIFIED POWERTRAIN PLUS HYDRAULICS REBUILD INCLUDES: RADIATOR, ENGINE, CEM, TRANS, T/C, AXLES ASSEMBLIES, FAN PUMP, DRIVE SHAFT, PAINT MACHINE. CYLINDERS, PUMPS, VALVES, HOSES, RECON TANK AND PRODUCT LINK

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Labor Misc

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RADIATOR.

Parts

Labor Misc

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SEGMENT: 02

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Labor Misc

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SEGMENT: 04

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SEGMENT: 05

RO LEVEL 2 - RECONDITION TRANS & TORQUE CONVERTER

NOTES:

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Parts		
Labor Misc		
	Segment 05 Total:	24,129.00
SEGMENT: 06	RO LEVEL 2 - RECONDITION AXLE ARRANGEMENT (FR) NOTES: REQUIREMENT FOR THE REBUILD PROCESS.	
Parts		
Labor Misc		
	Segment 06 Total:	15,988.00
SEGMENT: 07 Parts Labor	RO LEVEL 2 - RECONDITION AXLE ARRANGEMENT (RE) NOTES: REQUIREMENT FOR THE REBUILD PROCESS.	
Misc		
	Segment 07 Total:	16,308.00
SEGMENT: 08	RECONDITION DRIVE SHAFT NOTES: INCLUDES REMAN SLIP JOINT, CARRIER BEARING, UJOINTS AND HARDWARE.	
Parts		
Labor Misc		
	Segment 08 Total:	2,625.00

REMOVE & INSTALL HYDRAULIC SYSTEM SEGMENT: 09 NOTES: **Parts** Labor Misc Segment 09 Total: 6,428.00 **SEGMENT: 10 RECONDITION HOSES & LINES** NOTES: REPLACE ON ALL HOSES / LINES FOR THE FUEL SYSTEM, & HYDRAULIC SYSTEM, STEERING, BRAKING, OIL AND VALVES, HOOD PUMP LIFT, ACCUMULATORS, TRANS DIAGNOSTIC LINES, AXLE COOLER LINES IMPROVED DISCHARGE HYDRAULIC HOSE ASSEMBLY ROUTING IS REQUIRED NEW SECONDARY STEERING RELAY BRACKET IS REQUIRED ORIENTATION OF THE ELBOW ASSEMBLY IN THE BRAKE LINES GROUP HAS BEEN IMPROVED A NEW SEAL IS AVAILABLE TO DAMPEN THE VIBRATION OF THE BRAKE ACCUMULATORS REQUIRED **Parts** Labor Misc 24,211.00 Segment 10 Total: RECONDITION HYDRAULIC TANK SEGMENT: 11

NOTES:

REPLACE, SEALS, GASKETS, GAUGE, MOUNTS.

Parts

Labor Misc

> 3,381.00 Segment 11 Total:

RECONDITION HYDRAULIC CONTROL VALVE **SEGMENT: 12**

NOTES:

RECONDITION MAIN CONTROL VALVE ASSY

LOWERING CONTROL VALVE AN IMPROVED ANTI-DRIFT CHECK VALVE GROUP IS REQUIRED

Parts			
Labor Misc			
		Segment 12 Total:	7,366.00
SEGMENT: 13	REPLACE IMPLEMENT PUMP NOTES: REMOVE, INSTALL AND REPLACE IMPLEN SEALS AND GASKETS.	MENT PUMPS &	
Parts			
Labor Misc			
		Segment 13 Total:	18,559.00
SEGMENT: 14	RECONDITION HYDRAULIC CYLINDERS NOTES: LIFT, TILT AND STEERING CYLINDERS		
Parts			
Labor Misc			
		Segment 14 Total:	21,631.00
SEGMENT: 85	INSTALL PRODUCT LINK SYSTEM NOTES:		
Parts			
Labor Misc			
		Segment 85 Total:	2,108.00

SEGMENT: 86 TEST/CHECK & ADJUST MACHINE

NOTES:

TEST MACHINE AFTER REPAIRS TO INSURE FLUID LEVELS ARE CORRECT, CURRENT SOFTWARE INSTALLED, VERIFY SYSTEM PRESSURES / OPERATION OF THE MACHINE. CALIBRATION OF THE SYSTEMS. VERIFY MACHINE SAFETY ITEMS ARE FUNCTIONING, EXCLUDES FIRE

SUPPRESSION SYSTEMS

Labor Misc

Segment 86 Total: 3,960.00

SEGMENT: 87

DELIVER MACHINE

NOTES:

TRAVEL TO AND FROM MACHINE DURING DELIVERY TO

ENSURE IT IS OPERATIONAL ON LOCATION.

Labor Misc

Segment 87 Total:

1,320.00

SEGMENT: 88

PERFORM PRE-DELIVERY WARRANTY

NOTES:

FREE 3 YEAR / 5,000 HOUR POWERTRAIN PLUS HYDRAULIC

WARRANTY.

DISCOUNTED ON SEGMENT 90

Labor Misc

Segment 88 Total:

7,790.00

SEGMENT: 89

PAINT MACHINE

NOTES:

PAINT, PREP WORK AND REPLACE DECALS.

Parts

Labor

Misc

Segment 89 Total:

7,000.00

SEGMENT: 90

PERFORM CASHMAN FOCUS PROGRAMS

NOTES:

INSPECTION FOCUS PROGRAM 15% POWERTRAIN FOCUS PROGRAM

FOCUS PAINT PROGRAM

FREE 3 YEAR/5000 HOUR POWERTRAIN HYDRAULIC EPP

Labor Misc

	Segment 90 Total:	-17,117.00
	Total Segments:	225,000.00
SUB TOTAL (BEFORE TAXES)		225,000,00

PO#:	Authorized Nam	ne:	_ (signature)
Date:			_ (print)
Thank	you for this op	portunity to serve your company	
CONTACT INFORMATION	ON:		
Prepared by: Frank Morser Ph	ione: 775-385-2217	Email: FrankMorser@cashmanequipment.com	Fax:

This Proposal is an approximation of charges to customer based upon information customer provided for work to be completed. This Proposal shall be valid for thirty (30) days after the date set forth above, after which the offer to enter into this agreement will automatically expire unless extended in writing by Cashman Equipment Company. Customer's acceptance of this Proposal after its expiration shall become an offer by customer to Cashman Equipment Company, which Cashman Equipment Company may accept or reject. Pricing is subject to change with any modification to the scope of work prior to customer's acceptance of this Proposal. Any purchases made pursuant to this Proposal are subject to Cashman Equipment Company's Terms and Conditions available at www.CashmanEquipment.com/terms. This proposal and its contents are being provided on a confidential basis and may not be disclosed to any third party or used for any other purpose without the express written permission of Cashman Equipment Company.

Ask me about our 0% financing options on parts and labor.



Empire Southwest Buyback Program Letter



Cashman Equipment

600 Glendale Avenue Sparks, Nevada 89431 800.937.2326 tel 775.358.0433 fax

4/2023

Incline Village General Improvement District 893 Southwood Blvd Incline Village, NV 89451

Richard Allen,

Cashman Equipment/Empire Southwest will provide a guaranteed buyback of 62% on any new 950GC's purchased in 2023. The buyback amount is 62% of the original purchase price. It would be effective at 5 year/5000 hours, whichever comes first.

The units must have a minimum of 50% tire and implement wear remaining. Any damaged or missing parts of the loader must be repaired.

The buyback is comparable to the percentage we have provided Washoe County in past bids.

Please let Deric Wagner or me if you have any questions.

Sincerely,

Kent McCauley Empire Southwest

Reno Sales Manager

775-332-2405



Silver State International Tire Chain Quotes (2)



2255 LARKIN CIRCLE SPARKS, NV 89431 WWW.SSITRUCKS.COM

Parts: (775) 685-6020
Parts Fax: (775) 685-6009
Service: (775) 685-6000
Service Fax: (775) 685-6015
Office: (775) 685-6000
Office Fax: (775) 685-6012

BILL TO INCLINE VILLAGE GEN IMP 893 SOUTHWOOD BLVD INCLINE VILLAGE, NV 89451 P: (775) 832-1345

Customer Acet#: 101805

DELIVER TO INCLINE VILLAGE GEN IMP 1220 SWEET WATER RD INCLINE VILLAGE NV 89451 P: (775) 832-1345

Customer Acct#: 101805

ESTIMATE: E201020381 ORIGINAL INVOICE:

	DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	SALE TYPE	TERMS	CUSTOMER PO NUMBER
-	4/19/2023	BEST WAY POSS		C. Pardon	1 (3)		PRET	AR	
Ω	TYSHP QTYB/Q	(TEM	Ç	ESCRIPTION		8114	LIST PRICE L	INIT PRICE	EXTD PRICE
	4	201B/69149	1	2 MM UNIVERS	SALS	POUT	11,199.40	6,587.88	26,351.52

ESTIMATE

RETURNS: PARTS RETURNED MUST BE ACCOMPANIED BY ORIGINAL INVOICE AND ARE SUBJECT TO A RESTOCK CHARGE. MINIMUM CHARGE IS \$5.00. NO RETURNS AFTER 30 DAYS. ELECTRICAL PARTS CANNOT BE RETURNED. CUSTOMER HEREBY AGREES TO PAY ANY RESTOCKING FEES, DAMAGE CHARGES, & FREIGHT CHARGES DUE TO RETURNED PARTS AND CORES TO THE VENDOR AT AND/OR AFTER THE CREDIT HAS BEEN ISSUED.	SUB-TOTAL: TAX: FREIGHT:	\$ 26,351.52 \$ 0.00 \$ 0.00
DISCLAIMER OF WARRANTIES: ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE	TOTAL:	S 26,351.52
NETHER ASSUMES NOR AUTHORIZES ART OTHER PERSON TO ASSUME FOR THE CONTROL MAINTAINE CONTROL THE DALE OF SAID PRODUCTS. WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF. TERMS: ALL INVOICES ARE DUE AND PAYABLE 30 DAYS FROM THE DATE OF INVOICE. A FINANCE CHARGE (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE INVOICES. PURCHASER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.	Please Remit Payment to: SILVER STATE INTERNATIONAL TRUCKS PO BOX 889380 LOS ANGELES, CA 90088-9380 (T.I.N. 20-1588437)	
PRINT NAME DATE		
CUSTOMER SIGNATURE ×		



2255 LARKIN CIRCLE SPARKS, NV 89431 WWW.SSITRUCKS.COM

Parts: (775) 685-6020
Parts Fax: (775) 685-6009
Service: (775) 685-6000
Service Fax: (775) 685-6015
Office: (775) 685-6000
Office Fax: (775) 685-6012

BILL TO: INCLINE VILLAGE GEN IMP 893 SOUTHWOOD BLVD INCLINE VILLAGE, NV 89451 P: (775) 832-1345

Customer Acct#: 101805

DELIVER TO INCLINE VILLAGE GEN IMP 1220 SWEET WATER RD INCLINE VILLAGE NV 89451 P: (775) 832-1345

Customer Acct#: 101805

ESTIMATE: E201020382 ORIGINAL INVOICE:

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	םו דואט	VIN	SALE TYPE	E TERMS	CUSTOMER PO NUMBER
4/19/2023	BEST WAY POSS		C. Pardon			PRET	AR	
OTY SHP OTY BIO	DEM .	DESCRIPTION			BIN	LIST PRICE	UNIT PRICE	EXTD PRICE
2	201B/69149		12 MM UNIVERS	SALS	POUT	11,199.40	6,587.88	13,175,76

ESTIMATE

IETURNS: PARTS RETURNED MUST BE ACCOMPANIED BY ORIGINAL INVOICE AND ARE SU AINIMUM CHARGE IS \$5.00. NO RETURNS AFTER 30 DAYS. ELECTRICAL PARTS CANNOT BE		SUB-TOTAL:	\$ 13,175.76
IGREES TO PAY ANY RESTOCKING FEES, DAMAGE CHARGES, & FREIGHT CHARGES DUE TO HE VENDOR AT AND/OR AFTER THE CREDIT HAS BEEN ISSUED. DISCLAIMER OF WARRANTIES: ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE I	TAX: FREIGHT:	\$ 0.00 \$ 0.00	
AANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EIT NCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULA IEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABIL!	TOTAL:	S 13,175.76	
OF SAID PRODUCTS. WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPI EQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, EGULATIONS AND ORDERS OF THE ADMINISTRATOR OF WAGE AND HOUR DIVISION ISSUI ERMS: ALL INVOICES ARE DUE AND PAYABLE 30 DAYS FROM THE DATE OF INVOICE. A FIR VILL BE CHARGED ON ALL PAST DUE INVOICES. PURCHASER AGREES TO PAY ALL COSTS OF EASONABLE ATTORNEY'S FEES.	Please Remit Payment to: SILVER STATE INTERNATIONAL TRUCKS PO BOX 889380 LOS ANGELES, CA 90088-9380 (T.I.N. 20-1588437)		
PRINT NAME	DATE		
CUSTOMER SIGNATURE x			

Empire Southwest Purchase Order Contract

Account No. 20002297-8120 and 30343463-8120	Req. No.	Order Delive Buyer Phone	nase Order No. Date: May 25th, 2023 ery By: June 30, 2024 Richard Allen Number: 775-832-1345 II: rda@IVGID.org	Remit to: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
CONTRACTOR			INCLINE VILLAGE GENI	ERAL IMPROVEMENT
Empire Southwest (Cashman Equipment)			DISTRICT	
600 Glendale Avenue				
Sparks, Nevada 89431				
Attn:				

This Purchase Order is subject to the attached terms and conditions.

Services:

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This PURCHASE ORDER (SERVICES) is for Proposal No. 94535, 94536 and 94477 to rebuild three Caterpillar loaders (Units 523, 524, 525) with the following specifications: Cat certified powertrain plus hydraulics rebuild includes: radiator, engine, transmission, torque converter, axles assemblies, fan pump, drive shaft, paint machine, cylinders, pumps, valves, hoses, recondition tank and product link. This PO does not include major frames, assemblies, wheels & tires after disassembly & cleaning. Major items will be inspected per reusability guidelines and an additional estimate will be provided for parts, labor, & machine work. Transport costs are not included in this estimate. Any transport charges will be additional.

OWNER: Incline Village G.I.D. Agreed to:	CONTRACTOR: Empire Southwest Agreed to:
By: Brad B. Underwood, P.E. Director if Public Works	By: Signature of Authorized Agent LYLE C. KIBBE PSM Print or Type Name and Title
Date	05/223 Date
Reviewed as to Form:	
Joshua Nelson District General Counsel	If Contractor is a corporation, attach evidence of authority to sign.
Date	

Page 480 of 769

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

- 1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.
- 2. Compensation. Contractor shall be pald on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.
- 3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.
- 4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.
- 5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.
- 6, Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required

- by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor.
- 9. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT. which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto.
- 10. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.
- 11. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.
- 12. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.
- 13. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.
- 14. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services, After and installation is completed at the site, as

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT - PURCHASE ORDER (SERVICES)

applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

15. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

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