

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Kate Nelson, Interim Director of Public Works

**SUBJECT:** Review the Professional Services Agreement with Ainsworth Associates Mechanical Engineers for the Recreation Center HVAC System Replacement Project - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Recreation Center; Project #BI224350100; Professional: Ainsworth Associates Mechanical Engineers in the amount of \$185,000. (Requesting Staff Member: Interim Director Public Works Kate Nelson)

**RELATED FY 2023 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 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.

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

Board Policy 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Capital Expenditures; 21.1.0 Purchasing Policy for Goods and Services.

**DATE:** May 8, 2024

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**I. RECOMMENDATION**

The Board of Trustees make a motion to:

1. Approve the Agreement for Professional Services for the Recreation Center HVAC System Replacement - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Recreation Center; Project

- #BI24350100; Professional: Ainsworth Associates Mechanical Engineers in the amount of \$185,000 and,
2. Direct the Chair and Secretary to sign and execute the Agreement.

## **II. BACKGROUND**

The Recreation Center (Rec Center) was built over 30 years ago, in 1992. The heating ventilation and air conditioning (HVAC) system has been well maintained over the years; however, it is at the end of its useful life and requires complete replacement. The Recreation Center HVAC System Replacement Project (Project) is necessary to maintain one of the District's largest assets. An inspection of the existing equipment took place in November 2022. The inspection discusses the state of the six air handling units, three AC condensing units, five return fans, and three exhaust fans. This report is provided in Attachment 1.

The Project recommends a Design-Bid-Build project and the initial phase of the Project involves the planning and designing the HVAC system replacement. The scope of the professional service work includes design solutions, fire protection modifications and design meetings will all stakeholders. The design will consider new regulations regarding air turnover and air quality as it relates to forest fires. The design will be developed, and construction documents will be provided for review by the District. This design process will also entail developing a phasing plan to ensure the Rec Center remains operational during construction, aligning with the District's requirements.

The proposed preliminary design schedule is as follows:

- Design (5 months): May 2024 – October 2024
- Plan Review (2 months): October 2024 – November 2024
- Bidding and Contracts (2 months): December 2024 – January 2025

## **III. BID RESULTS**

The Request for Qualification (RFQ) was advertised pursuant to NRS 625.530 for Professional Consulting Services and was released on January 29, 2024. Two professional consulting firms submitted Statements of Qualifications (SOQ) and Ainsworth Associates Mechanical Engineers was determined by a Selection Committee to be the most qualified professional.

The Professional Services Agreement for the Rec Center HVAC System Replacement Project is included in Attachment 2.

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

The FY 2023/24 Budget includes funding in the amount of \$245,000 for planning

and design; FY 2023/24 Capital Improvement Project; Fund: Community Services; Division: Rec Center; Project #BI224350100.

**V. ALTERNATIVES**

**VI. COMMENTS**

The Professional Services Agreement has been reviewed and approved by the District's Legal Council.

**VII. BUSINESS IMPACT/BENEFIT**

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

**VIII. ATTACHMENTS**

1. Rec Bldg. HVAC Report
2. Agreement - Rec Center HVAC Replacement - Ainsworth Associates

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

# IVGID Recreation Building Inspections

Date of Inspection: 11/21/2022

Completed Inspection of all HVAC equipment located at 980 Incline Way, Incline village Reno Nevada. Inspection will include (6) Air handling units, (3) AC Condensing units, (5) Return fans, (3) exhaust fans. Included in this report will be repairs needed for each unit and recommendation of replacement. On the AC Condenser units, I recommend the units should be changed out due to age of units and the fact that the original refrigerant R-22 that is inside unit has been phased out and no longer exists. Refrigerant 410-A is the new refrigerant for newer equipment. During inspections, found on all Air handling units that on exposed bearings that the grease has been blown out the seals due to over greasing. Grease should be done once every 6 months with 2-3 pumps of polyurea grease. Multiple bearings will need to be replaced for efficient operation. Due to 25 years and up on all air handlers should be considered for phase out with more current equipment to keep up with availability of OEM parts, pricing reductions and overall life of investment and up to date on refrigerant procedures and usage. Below is a picture of the bearings.



**Air Handler Unit #1**

Manufacturer: Snyder General

Model: Unreadable

Serial: Unreadable

Unit: AH 1

Condition: unit was not properly taken care of; Age of unit exceeds 25 years of age. The coils are dirty and getting plugged.

Repairs: Motor and fan sheaves are deeply grooved and need to be replaced. Pillow block bearings on fan shaft fail with blown grease seals that need to be replaced and coils need cleaning for efficient operation.

**Air Handler Unit #2**

**Manufacturer:** Snyder General

**Model:** Unreadable

**Serial:** unreadable

**Condition of unit:** fair condition. Bearings, sheaves and shaft were recently replaced and are in good condition

No repairs needed

**Air Handler Unit#3**

**Manufacturer:** Snyder General

**Model:**3XB00112-06

**Serial:** LHD106CH

**UNIT:** Unit consists of (1) DX coil, (1) hot water reheat coil.

**Condition of unit:** Poor condition due to lack of maintenance. Bearings are blown out due to over greasing. Both sets of coils are dirty and need to be cleaned. Sheaves and pulleys are grooved. Age of unit exceeds 25 years and is candidate for replacement.

**Repairs needed:** Replacement of failed pillow block bearings, cleaning of both coils to maintain efficiency. Replacement of failed sheave and pulley.

### **Air Handler Unit #3A**

**Manufacturer:** Snyder General

**Model:**3XB00Q14-04

**Serial:** LH10XL2H1H

**Unit:** Unit is equipped with (1) reheat coil

**Condition of Unit:** Unit is in poor condition due to lack of maintenance. Noticed shaft shavings on pillow block bearings due to bearing grinding on shaft. The sheave and pulley have deep grooves which will cause issues for airflow and damage to the belt. Unit is passed 25 years and is a candidate for replacement.

**Repairs Needed:** Replacement of shaft and bearings due to failure of bearings and creating damage to shaft. Replace sheave and pulley to increase efficiency

### **Air Handler Unit #4**

**Manufacturer:** Snyder General

**Model:** LML114E

**Serial:** 3XB00533-00

**Unit:** Unit has hot deck, cold deck equipment with multiple actuators for multiple zones in building.

**Condition:** Poor condition due to age and not being maintenance. Age of unit exceeds 25 years of age.

**Repairs:** Pillow block bearings failed; motor and fan sheaves are deeply grooved and need to be replaced.

### **Air Handler Unit #5**

**Manufacturer:** Snyder General

**Model:** LSL122DH

**Serial:** 3XB00117-04

**Unit:** Has (1) DX Coil, (1) Heating coil.

Condition of unit: poor, unit was not being cared for at all multiple issues with unit. Bearings are over greased with incorrect type of grease. Age of unit exceeds 25 years

Repairs Needed: Motor and wheel sheaves are grooved deeply and need replacing, coils are dirty, Pillow block bearings are blown out and need replacement as well.

### **Condensing Unit #1**

**Manufacturer:** Carrier

**Model:** Unreadable

**Serial:** Unreadable

**Condition of unit:** Unit is in fair condition condenser coils need to be cleaned and inside of compressor compartments. Compressor contactors are starting to get pitting on connection points and need to be changed out. All other components are operational

**Repairs needed:** Replace worn contactors, clean inside of unit and clean out dirt and Debre out of condenser coil to prevent unexpected shut down of unit.

### **Condensing Unit #2**

**Manufacturer:** Carrier

**Model:** Unreadable

**Serial:** Unreadable

**Condition of Unit:** Fair condition. The unit is fairly dirty at the condenser coil and inside cabinet areas. Recommend cleaning

**Repairs needed:** Recommend cleaning of unit cabinets and cleaning of condenser coil to prevent shutdowns.

### **Condensing Unit #3**

**Manufacturer:** Carrier

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** fair condition. The unit is fairly dirty. Recommend cleaning of cabinets and cleaning of condenser coil.

**Repairs Needed:** Condenser coil needs to be cleaned and inside cabinet areas to prevent shutdowns.

### **Return Fan #1**

**Manufacturer:** Unreadable

**Model:** Unreadable

**Serial:** Unreadable

**Condition:** Unit is in fair condition. Due to age 25 years is a candidate to be replaced

**Repairs needed:** No repairs needed

**Return Fan #2**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Due to the age of unit 25 years is a candidate to be replaced.

**Repairs Needed:** no repairs needed

**Return Fan #3**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** poor condition of unit due to lack of maintenance. Pillow block bearings are blown out due to over greasing. Sheaves and pulley are deeply grooved and will cause damage to belts and cut down on air flow.

**Repairs Needed:** replace failed pillow block bearings. Replace failed sheave and pulley

**Return Fan #4**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** Condition of unit is fair. Age of unit 25 years and is a candidate to be replaced.

**Repairs needed:** No repairs needed

**Return Fan #5**



**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Age of unit 25 years and is a candidate for replacement.

**Repairs Needed:** no repairs needed

**Exhaust fan #1**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Pillow block bearings are failed, and sheave is deeply grooved

**Repairs needed:** Replacement of failed bearings and sheave

**Exhaust fan #2**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Unit is 25 years old and is a candidate for replacement.

**Repairs Needed:** no repairs needed

**Exhaust fan #3**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Unti is 25 years old and is a candidate for replacement.

**Repairs needed:**

## INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

### 1. PARTIES AND DATE.

This Agreement is made and entered into as of **May 9, 2024** by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **Ainsworth Associates Mechanical Engineers**, a Domestic Corporation with its principal place of business at 1420 Holcomb Avenue, Suite 201 in Reno, Nevada (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

### 2. RECITALS.

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Mechanical Design services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render professional services for the Recreation Center HVAC System Replacement (“Project”).

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply mechanical design services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B. A copy of the original Request for Qualifications is included as Exhibit C.

3.1.2 Term. The term of this Agreement shall be from May 9, 2024 to August 31, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: [Alison Hall, PE/FPE](#).

3.2.5 District's Representative. The District hereby designates [District Project Manager Bree Waters](#) or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [John Bigda, P.E., Cruz Kerver, P.E.](#), or their designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

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

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

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

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

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

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

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

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

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by

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

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

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

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **One Hundred Eighty-Five Thousand Five Hundred Dollars (\$185,500)** without written approval of District's Director of Public Works. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to **AP@ivgid.org**. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District’s Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant’s offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.



3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: Kate Nelson, P. E.

**Consultant**

Ainsworth Associates  
1420 Holcomb Ave., Ste. 201  
Reno, NV 89502  
Attn: Alison Hall, PE/FPE

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. The Project drawings (including original construction documents), specifications, materials, models, sketches, renderings, surveys, reports, and other documents, including those prepared as electronic models, using CAD, and existing in other electronic formats, prepared or provided by Consultant and/or its sub-consultants under this Agreement are instruments of service, and are intended for use solely with respect to the Project. The Consultant and its sub-consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory, and other reserved rights, including copyrights. During and upon completion of this Project, Consultant hereby grants District a perpetual nonexclusive license to reproduce and use, and permit others to reproduce and use for the District, the Consultant's and any sub-consultants' instruments of service solely for purposes of constructing, using, and maintaining the Project or for future alterations or additions to the Project. Any unilateral use by the District of the instruments of service for completing, using maintaining, adding to, or altering the Project or facilities shall be at the District's sole risk and without liability to the Consultant and its sub-consultants.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any

magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to

the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project. Should District require the services of another consultant, District will provide at least 10 days' notice to Consultant.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the

term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**[Signatures on Following Page]**

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

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

\_\_\_\_\_  
Trustee Sara Schmitz, Chairperson

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

\_\_\_\_\_  
Trustee Michaela Tonking, Secretary

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

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

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

**CONTRACTOR:  
Ainsworth Associates Mechanical Engineers  
Agreed to:**

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

*Alison Hall, Principal*  
\_\_\_\_\_  
*Print or Type Name and Title*

*05/01/2024*  
\_\_\_\_\_  
*Date*

**PROFESSIONAL SERVICES AGREEMENT**  
**EXHIBIT A**  
**SCOPE OF SERVICES**

Consultant's Scope of Work includes:

1. Consultation, advice, and design solutions during the design phases of the Project. Consultant is assuming that existing "As-Built" drawings are available for their use and that extensive field verification efforts will not be required.
2. Fire protection modifications (if necessary to access equipment/ductwork) will be via performance specification and a deferred submittal prepared by the awarded fire sprinkler contractor.
3. Review all available existing as-built drawings related to these systems.
4. Perform up to two job visits during design to confirm existing conditions and discuss the project with Owner.
5. Two-dimensional PDF Contract Documents prepared using 2D AutoCAD software or 3D Revit software collaborated in BIM 360.
6. Design team meetings as required; Consultant assumes that weekly meetings during the design phase of the project will not be required.
7. Three-part book specifications in Engineers Joint Contract Documents Committee (EJCDC) format. Owner will provide templates.
8. An Engineer's Opinion of Probable Costs at major milestones, if requested.
9. Resolve facility and agency plan check comments.
10. Interpret the extent of the design documents and answer any questions during the bidding/negotiation phase of the project.

**The scope of work specifically does not include the following:**

1. Any scope item not specifically included above.
2. Construction administration.
3. On-site meetings beyond the two noted above. If needed, additional site visits can be performed at a cost of \$750.00 each.
4. LEED or environmental engineering calculations/consultation.
5. Architectural services. None are anticipated at this time.
6. Noise or vibration analysis of mechanical systems.
7. Permit, plan check, or utility fees; nor submitting plans to the required agencies.
8. Services resulting from changes to the scope or magnitude of the project, value engineering, and/or changes necessary because of cost over-runs.
9. Design or review of multiple mechanical equipment or system options due to equipment lead times and/or availability of originally specified equipment or systems at the time of construction.

**EXHIBIT B**  
**COMPENSATION**



**Ainsworth Associates Mechanical Engineers**

**Hourly Billing Rates**  
(Effective January 1, 2024)

Principal	\$245.00/Hour
Associate	\$215.00/Hour
Senior Engineer	\$195.00/Hour
Senior Designer	\$185.00/Hour
Engineer	\$175.00/Hour
Designer	\$165.00/Hour
Junior Designer	\$145.00/Hour
Draftsperson	\$135.00/Hour
Bookkeeper	\$125.00/Hour
Clerical	\$105.00/Hour

Reimbursable Rates

- Printing/Plotting: Cost of Reproduction + 15%
- Travel: Current Federal Reimbursement Rate
- Car Rental, Airfare, Meals and Lodging: Cost + 15%
- Shipping/Permitting: Cost +15%



**PROFESSIONAL SERVICES AGREEMENT**  
**EXHIBIT C**  
**ORIGINAL REQUEST FOR QUALIFICATIONS**



**REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL CONSULTING SERVICES**

**for the**

**Recreation Center HVAC System Replacement**

**980 Incline Way**  
**Incline Village, Nevada**

**FORMAL SELECTION PROCESS**

**Issue Date: Jan. 29, 2024**

**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL CONSULTING SERVICES  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

January 29, 2024

**Project Identification**

Project Name: Recreation Center HVAC System Replacement  
Project Address: 980 Incline Way, Incline Village, Washoe County, Nevada  
IVGID Project No.: BI24350100

**Owner**

Incline Village General Improvement District (IVGID)  
1220 Sweetwater Rd.  
Incline Village, NV 89451

IVGID Project Manager: Bree Waters at [baw@ivgid.org](mailto:baw@ivgid.org) or 775.832.1372

The professional consultant shall be qualified to submit on public work in accordance with Nevada Revised Statutes (NRS) Section 625 prior to submitting a response to this Request for Qualifications (RFQ).

IVGID RFQ Contact: Ronnie Rector at [rlr@ivgid.org](mailto:rlr@ivgid.org) or 775.832.1267

All questions with regard to this RFQ shall be directed through the Owner's Planet Bids website; any questions regarding the use of Planet Bids shall be directed to the IVGID RFQ Contact listed above.

**Delivery Deadline**

Statements of Qualification (SOQ) packages from all interested parties will be submitted in PDF electronic format through the Owner's Planet Bids website:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=30437>, and will be subject to the terms, conditions and scope of services herein stipulated and/or attached hereto.

Deadline for receipt of SOQs is 2:00 p.m. March 14, 2024. Planet Bids will automatically refuse any SOQs submitted after this time.



information within each category shall be ordered to match those listed in this RFQ.

A cover letter shall be included that addresses pertinent general information as deemed appropriate by the Consulting Firm. The cover letter shall also include the appropriate contact person at the Consulting Firm, along with their phone number and e-mail address.

1. Consulting Firm General Information

- a. Firm Information: Provide firm name, business address, year established, type of firm ownership (i.e., single source, joint venture), name and address of parent company, former parent company names, Nevada business license number, name and contact information for principal personnel, areas of responsibility, and total number of personnel.
- b. Firm Organizational Chart: Indicate lines of responsibility and/or communication.

2. Key Personnel Qualifications

- a. Provide a resume for each key person that will be assigned to this project. Include their name and title, project assignment, total years of experience, years of experience with this firm, education including degree(s), year and discipline, active registrations and licenses including the number and state, other qualifications, and experience.
- b. Describe the specific role performed on each project listed in the resume, highlighting projects of similar size and scope where the person's role was similar to their role on this project.

3. Project Experience

- a. Include experience from a minimum of three (3) of the firm's pertinent projects of similar work. Include project name, project description, client references for each project (including contact name, address, and telephone), completion date, project budget, type of services provided, and other pertinent information.
- b. Include any applicable experience in the State of Nevada.
- c. Include a statement as to whether the proposed key personnel were involved in any of the listed projects.

4. Past Performance

For each project listed under project experience (above), provide the following information:

- a. List the name, location, and a general description of each project.
- b. List your firm's record of cost performance (list contract amount versus final statement). Explain any cost deviations.
- c. List your firm's record of schedule performance (list original schedule versus final completion date). Explain any schedule deviations.

5. Project Implementation Plan

- a. Describe your approach to a phasing plan that will allow the Rec Center to stay open during construction.
- b. Describe the constraints that will be faced during the design and construction of the Project.

- c. Describe the approach to implementing and managing the Project moving through construction. This includes how the Consultant shall meet the stated goals within the proposed time of completion, the ability to work with a multi-disciplinary project team, including District staff, the public and other Consultants if necessary.
6. Client References  
 Consultant must provide a minimum of four (4) client references. The consultant’s submission of a complete list of references constitutes the consultant’s express consent for IVGID to contact the listed references regarding the qualifications of the consultant.
  7. Current Workload  
 Provide a list and a summary paragraph describing the firm’s current workload, including a list of project names, associated contract values and rough percentage of completion.
  8. Miscellaneous Submittal Requirements
    - a. Nevada Business License – Attachment A
    - b. Prior Breach of Contract – Attachment
  9. A Fee Proposal for the proposed work shall be submitted in a separate email marked confidential. Fee Structure to include a comprehensive fee schedule including a detailed statement of hourly rates for all positions and classifications of individuals involved and reimbursable expenses. The Fee proposal can be broken into: 1) Initial Assessment, 2) Design Development, 3) Construction Documents and 4) Permitting. The Fee Proposal will not be weighted nor a part of the evaluation.

**ARTICLE 3                   CONSULTING FIRM SELECTION SCHEDULE**

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The following dates are tentative and are subject to revision by the Owner:

RFQ for Professional Services Advertised	Jan. 29, 2024
RFQ - Last Day for Questions	Feb. 22, 2024, 5:00 pm
RFQ - Last Day for Addenda	Feb. 29, 2024
RFQ Due	March 14, 2024, 2:00 pm
Consulting Firm Selection	March 22, 2024
IVGID Board of Trustees Approval	March 27, 2024

**ARTICLE 4                   SELECTION, EVALUATION AND CRITERIA**

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Evaluation of the Consulting Firms will be based on the information provided in Article 2. Proposals will be evaluated on the following criteria:

- |  |           |
|--|-----------|
| 1. Key Personnel Qualifications          | 20 Points |
| 2. Project Experience (Similar Projects) | 25 Points |
| 3. Past Performance                      | 15 Points |
| 4. Project Implementation Plan           | 30 Points |

**Selection Point Total** **100 Points**

Nevada Business License	Pass/Fail
Prior Breach of Contract	Pass/Fail

The Consulting Firm’s Cost Proposal shall be submitted in a separate email to Ronnie Rector at rlr@ivgid.org, marked confidential with the Firm’s name and title of the Project.

**ARTICLE 5 WITHDRAWAL OF PROPOSAL**

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The Firm’s authorized representative may, prior to the date and time set as the deadline for receipt of the Proposals, modify or withdraw a response via Planet Bids. A modification or withdrawal received by IVGID Engineering Division’s Planet Bids website prior 2:00 p.m. (PST) on Jan. 25, 2023, shall be considered timely.

**ARTICLE 6 TECHNICALLY UNACCEPTABLE/NON-RESPONSIVE**

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Technically unacceptable/non-responsive Proposals will be rejected by IVGID. Unacceptable/non-responsive Proposals are defined as Proposals that do not comply with the RFQ terms, conditions, and requirements.

**ARTICLE 7 ANTI-LOBBYING CLAUSE**

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During the period beginning on the date of issuance of this RFQ by IVGID and ending on the date of the award of the Project by IVGID, no person or entity submitting a Proposal in response to this RFQ, nor any officer, employee, representative, agent, or consultant representing such person or firm, shall communicate with the IVGID Board of Trustees, advisors, staff, or employees regarding this RFQ or the scope of services described herein, except for: (1) communications with IVGID’s Submittal Contact identified in the Owner section above under Designated Contacts and Communication (Ronnie Rector), of this RFQ; and (2) communications that are in response to inquiries initiated by IVGID with regard to the written review and modification process, or for purposes of clarifying some element of a Proposal or response; and (3) communications with the Evaluation Committee during the interview process.

## **ARTICLE 8                    DISQUALIFICATION OF PROPOSALS**

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Consultants may be disqualified and Proposals may be rejected for any of, but not limited to, the following causes:

1. Lack of signature by an authorized representative on the Proposal
2. Failure to properly complete the Proposal

IVGID reserves the right to waive any minor informality or irregularity, or to request clarification of such minor informalities or irregularities from any or all Prospective Consultants.

## **ARTICLE 9                    CONFLICT OF INTEREST**

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No employee, officer, or agent of IVGID shall participate in the selection, or in the award or administration, of the Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

1. The employee, or an officer or agent of the employee
2. Any member of the employee's immediate family
3. The employee's business partner(s)
4. An organization which employs, or is about to employ, any of the above

IVGID's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultants and Prospective Consultants whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

Prior to entering into the Professional Services Agreement, the Consultant is required to inform IVGID of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under an Agreement may, without some restriction on future activities, result in an unfair competitive advantage to the Consultant, or may impact the Consultant's objectivity in performing the Work.

## **ARTICLE 10                  RFQ EXHIBITS**

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Exhibits included in the RFQ:

Exhibit A –BCS – Rec Center HVAC Inspection dated November 21, 2022

Exhibit B – Business Licensing Information

Exhibit C - Certification Regarding Debarment, Suspension and Other Responsibility Matters

Exhibit D – Draft Professional Services Agreement



**EXHIBIT A**

**BCS REC CENTER HVAC INSPECTION REPORT**

# IVGID Recreation Building Inspections

Date of Inspection: 11/21/2022

Completed Inspection of all HVAC equipment located at 980 Incline Way, Incline Village, Nevada. Inspection will include (6) Air handling units, (3) AC Condensing units, (5) Return fans, (3) exhaust fans. Included in this report will be repairs needed for each unit and recommendation of replacement. On the AC Condenser units, I recommend the units should be changed out due to age of units and the fact that the original refrigerant R-22 that is inside unit has been phased out and no longer exists. Refrigerant 410-A is the new refrigerant for newer equipment. During inspections, found on all Air handling units that on exposed bearings that the grease has been blown out the seals due to over greasing. Grease should be done once every 6 months with 2-3 pumps of polyurea grease. Multiple bearings will need to be replaced for efficient operation. Due to 25 years and up on all air handlers should be considered for phase out with more current equipment to keep up with availability of OEM parts, pricing reductions and overall life of investment and up to date on refrigerant procedures and usage. Below is a picture of the bearings.



**Air Handler Unit #1**

Manufacturer: Snyder General

Model: Unreadable

Serial: Unreadable

Unit: AH 1

Condition: unit was not properly taken care of; Age of unit exceeds 25 years of age. The coils are dirty and getting plugged.

Repairs: Motor and fan sheaves are deeply grooved and need to be replaced. Pillow block bearings on fan shaft fail with blown grease seals that need to be replaced and coils need cleaning for efficient operation.

**Air Handler Unit #2**

**Manufacturer:** Snyder General

**Model:** Unreadable

**Serial:** unreadable

**Condition of unit:** fair condition. Bearings, sheaves and shaft were recently replaced and are in good condition

No repairs needed

**Air Handler Unit#3**

**Manufacturer:** Snyder General

**Model:**3XB00112-06

**Serial:** LHD106CH

**UNIT:** Unit consists of (1) DX coil, (1) hot water reheat coil.

**Condition of unit:** Poor condition due to lack of maintenance. Bearings are blown out due to over greasing. Both sets of coils are dirty and need to be cleaned. Sheaves and pulleys are grooved. Age of unit exceeds 25 years and is candidate for replacement.

**Repairs needed:** Replacement of failed pillow block bearings, cleaning of both coils to maintain efficiency. Replacement of failed sheave and pulley.

### **Air Handler Unit #3A**

**Manufacturer:** Snyder General

**Model:**3XB00Q14-04

**Serial:** LH10XL2H1H

**Unit:** Unit is equipped with (1) reheat coil

**Condition of Unit:** Unit is in poor condition due to lack of maintenance. Noticed shaft shavings on pillow block bearings due to bearing grinding on shaft. The sheave and pulley have deep grooves which will cause issues for airflow and damage to the belt. Unit is passed 25 years and is a candidate for replacement.

**Repairs Needed:** Replacement of shaft and bearings due to failure of bearings and creating damage to shaft. Replace sheave and pulley to increase efficiency

### **Air Handler Unit #4**

Manufacturer: Snyder General

Model: LML114E

Serial: 3XB00533-00

Unit: Unit has hot deck, cold deck equipment with multiple actuators for multiple zones in building.

Condition: Poor condition due to age and not being maintenance. Age of unit exceeds 25 years of age.

Repairs: Pillow block bearings failed; motor and fan sheaves are deeply grooved and need to be replaced.

### **Air Handler Unit #5**

Manufacturer: Snyder General

Model: LSL122DH

Serial: 3XB00117-04

Unit: Has (1) DX Coil, (1) Heating coil.

Condition of unit: poor, unit was not being cared for at all multiple issues with unit. Bearings are over greased with incorrect type of grease. Age of unit exceeds 25 years

Repairs Needed: Motor and wheel sheaves are grooved deeply and need replacing, coils are dirty, Pillow block bearings are blown out and need replacement as well.

### **Condensing Unit #1**

**Manufacturer:** Carrier

**Model:** Unreadable

**Serial:** Unreadable

**Condition of unit:** Unit is in fair condition condenser coils need to be cleaned and inside of compressor compartments. Compressor contactors are starting to get pitting on connection points and need to be changed out. All other components are operational

**Repairs needed:** Replace worn contactors, clean inside of unit and clean out dirt and Debre out of condenser coil to prevent unexpected shut down of unit.

### **Condensing Unit #2**

**Manufacturer:** Carrier

**Model:** Unreadable

**Serial:** Unreadable

**Condition of Unit:** Fair condition. The unit is fairly dirty at the condenser coil and inside cabinet areas. Recommend cleaning

**Repairs needed:** Recommend cleaning of unit cabinets and cleaning of condenser coil to prevent shutdowns.

### **Condensing Unit #3**

**Manufacturer:** Carrier

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** fair condition. The unit is fairly dirty. Recommend cleaning of cabinets and cleaning of condenser coil.

**Repairs Needed:** Condenser coil needs to be cleaned and inside cabinet areas to prevent shutdowns.

### **Return Fan #1**

**Manufacturer:** Unreadable

**Model:** Unreadable

**Serial:** Unreadable

**Condition:** Unit is in fair condition. Due to age 25 years is a candidate to be replaced

**Repairs needed:** No repairs needed

**Return Fan #2**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Due to the age of unit 25 years is a candidate to be replaced.

**Repairs Needed:** no repairs needed

**Return Fan #3**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** poor condition of unit due to lack of maintenance. Pillow block bearings are blown out due to over greasing. Sheaves and pulley are deeply grooved and will cause damage to belts and cut down on air flow.

**Repairs Needed:** replace failed pillow block bearings. Replace failed sheave and pulley

**Return Fan #4**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** Condition of unit is fair. Age of unit 25 years and is a candidate to be replaced.

**Repairs needed:** No repairs needed

**Return Fan #5**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Age of unit 25 years and is a candidate for replacement.

**Repairs Needed:** no repairs needed

**Exhaust fan #1**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Pillow block bearings are failed, and sheave is deeply grooved

**Repairs needed:** Replacement of failed bearings and sheave

**Exhaust fan #2**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Unit is 25 years old and is a candidate for replacement.

**Repairs Needed:** no repairs needed

**Exhaust fan #3**

**Manufacturer:** unreadable

**Model:** unreadable

**Serial:** unreadable

**Condition of Unit:** unit is in fair condition. Unti is 25 years old and is a candidate for replacement.

**Repairs needed:**

**EXHIBIT B**

**BUSINESS LICENSING INFORMATION**



**BUSINESS LICENSING INFORMATION** All vendors doing business within IVGID are required to obtain and maintain a current business license from Washoe County prior to commencement of work. Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

Washoe County Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

**EXHIBIT C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(This form to be signed and returned at the time of bid)**

The prospective bidder, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not IVGID will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**

**PROFESSIONAL SERVICES AGREEMENT EXAMPLE**

# INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into as of **Date** by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **[\_\_INSERT NAME OF CONSULTANT\_\_]**, a **[\_\_INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\_\_]** with its principal place of business at **[\_\_INSERT ADDRESS\_\_]** (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

## 2. RECITALS.

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **[\_\_INSERT TYPE OF SERVICES\_\_]** services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

Project. District desires to engage Consultant to render professional services for **title of project** (“Project”).

## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **[INSERT BRIEF DESCRIPTION OF SERVICES TO BE PERFORMED]** services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

3.1.2 Term. The term of this Agreement shall be from **[INSERT START DATE]** to **[INSERT ENDING DATE]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). **[If the District has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

**[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]**

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: **[INSERT NAME OF KEY PERSONNEL]**.

3.2.5 District's Representative. The District hereby designates [INSERT NAME OR TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [INSERT NAME], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: [\$2,000,000-\$5,000,000] per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: [\$1,000,000-\$3,000,000] combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than [\$1,000,000-\$5,000,000] per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

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

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

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials,



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

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

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers,

employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

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

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed [\_\_INSERT WRITTEN DOLLAR AMOUNT\_\_] (\$[\_\_INSERT NUMERICAL DOLLAR AMOUNT\_\_]) without written approval of District’s [\_\_INSERT TITLE\_\_]. Extra Work may be authorized,

as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to [AP@ivgid.org](mailto:AP@ivgid.org) with a copy to [rlr@ivgid.org](mailto:rlr@ivgid.org). Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this

Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement  
District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: **[INSERT NAME]**

**Consultant**

**[\_\_ INSERT NAME \_\_]**  
**[\_\_ INSERT ADDRESS \_\_]**  
**[\_\_ INSERT ADDRESS \_\_]**  
Attn: **[\_\_ INSERT NAME \_\_]**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related

industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to

the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**[Signatures on Following Page]**

DRAFT



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

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

\_\_\_\_\_  
Trustee Sara Schmitz, Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee Michaela Tonking, Secretary

\_\_\_\_\_  
Date

**CONTRACTOR:**

**Agreed to:**

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

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

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

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District Legal Counsel

\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT A**

**SCOPE OF SERVICES**

**[INSERT SCOPE]**

**PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT B**

**COMPENSATION**

**[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]**

**PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT C**

**ACTIVITY SCHEDULE**