

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Indra Winqest  
District General Manager

**SUBJECT:** Review, discuss and possibly approve an amendment to the grant agreement with the Dave and Cheryl Duffield Foundation to modify the scope of the Recreation Center Expansion Project, **and** review, discuss and possibly approve the sending of a letter of support to the Dave and Cheryl Duffield Foundation for the modified scope of the Recreation Center Expansion Project

**DATE:** September 14, 2022

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### **I. RECOMMENDATION**

The Board of Trustees (Board) approve an amendment to the grant agreement with the Dave and Cheryl Duffield Foundation (Foundation) to modify the scope of the Recreation Center Expansion Project (Project), and approve the sending of a letter of support to the Dave and Cheryl Duffield Foundation for the modified scope of the Recreation Center Expansion Project.

### **II. DISTRICT STRATEGIC PLAN**

#### Long Range Principal #1 Service

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

#### Long Range Principal # 5 Assets & Infrastructure

Long term Initiative 2 - Continue to review and potentially implement priorities identified in the various District venue and facility master plans and studies as defined by the Board of Trustees.

### **III. BACKGROUND**

The Board approved the District to enter into contacts with the Architect and Engineering (A&E) firms, the CMAR contactor and the Foundation on June 29, 2022, for 100% Construction Documents through permitting and bidding for the Project. The Project, at this time, included a 33,000 square foot (SF) addition,

including a new youth center and a gymnasium, half of which would be dedicated to gymnastic use while the other half would be utilized as a multi-use gymnasium. An early stage estimated cost of this design was \$28,563,000.

The Construction Manager at Risk, CORE Construction, prepared the first detailed construction cost estimate. Three options were developed for input by the Foundation.

Option A: developed per the Project's original scope, a high school sized gymnasium half of which is dedicated to gymnastics.

Project Scope: an addition of 29,512 SF

1. Gymnasium: 9,550 SF (same as existing gym)
2. Youth Center: 7,550 SF
3. Rec Center: 10,100 SF
4. Structure: 2,312 SF

Option A Cost Estimate: \$29,926,622

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Option B: developed with gym space equivalent to a full size basketball court.

Project Scope: an addition of 32,757 SF

1. Gymnasium: 12,625 SF
2. Youth Center: 8,552 SF
3. Rec Center: 8,780 SF
4. Structure: 2,800 SF

Option B Cost Estimate: \$33,876,880

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Option C: developed as a reduced version between Option A and Option B. This option deletes three structural bays and provides an additional gymnasium space equivalent to half of a basketball court.

Project Scope: an addition of 30,225 SF

1. Gymnasium: 10,525 SF
2. Youth Center: 8,552 SF
3. Rec Center: 8,780 SF
4. Structure: 2,368 SF

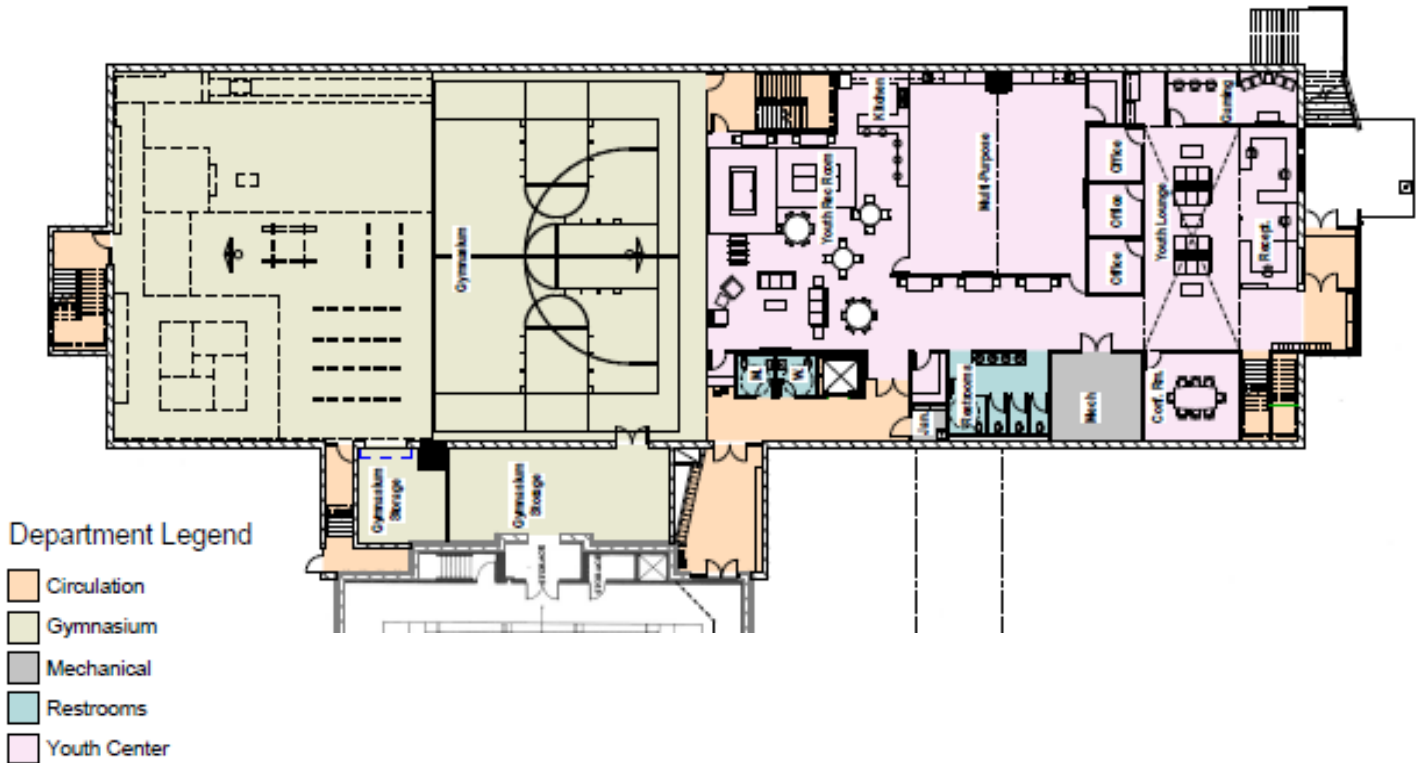
Option C Cost Estimate: \$32,874,734

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## Design Criteria Option Descriptions

The initial concept (Option A) for the 30% design took a gymnasium, the same size as the existing gymnasium, added it to the Recreation Center and included a Youth Center, as shown below. The gymnasium design supports the desired gymnastics facilities and the remaining portion is the same size of a half basketball court for use as a multipurpose gym.

Option A - Original Conceptual Design: 1<sup>st</sup> Floor

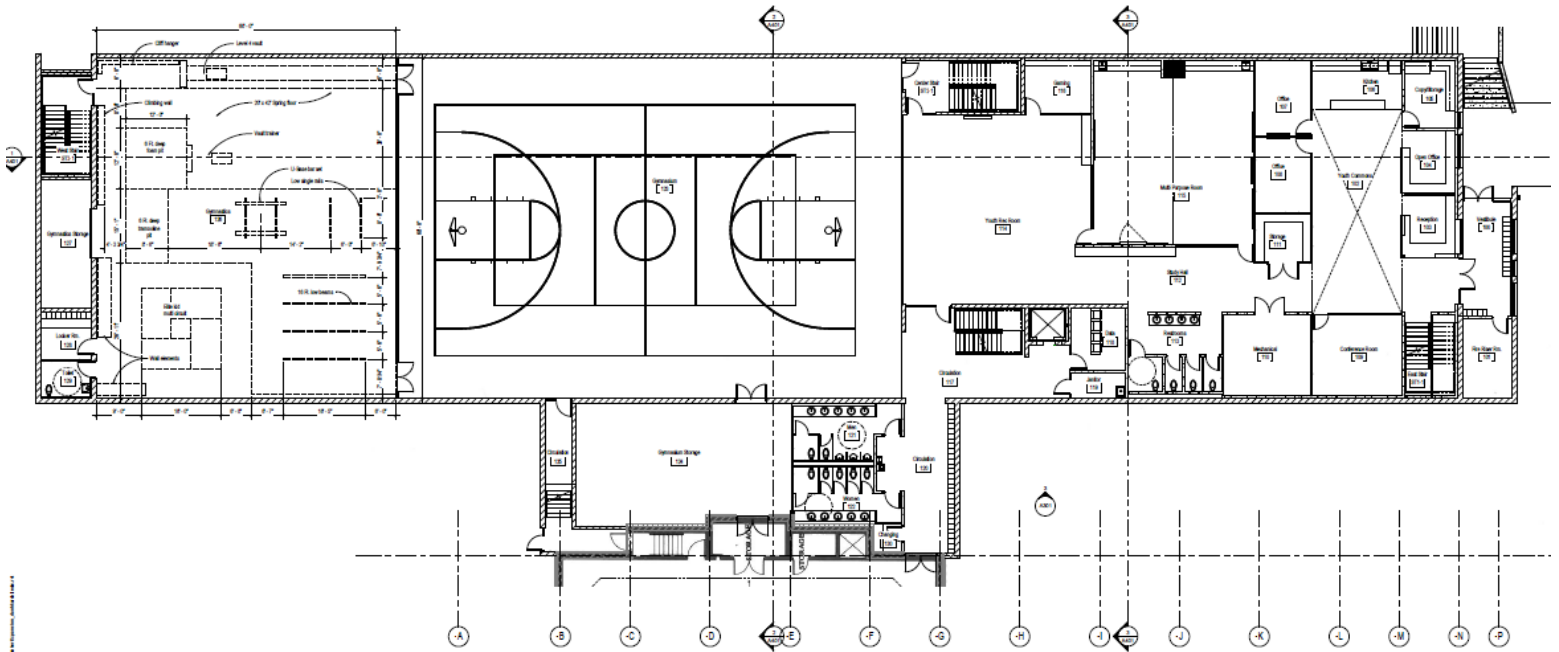


The concept design connected the new gymnasium to the existing gymnasium with matching finish floor elevations. This allowed for much needed storage space and access between the two gymnasiums. This concept also relocated the reception desk to the front of the building to allow for improved safety and continuity of circulation for all Recreation Center users. The shaded green area is the space for the Parks and Recreation Department staff and increased programming areas, above the proposed Youth Center.



The updated design (Option B) lengthened the area of the multipurpose gym to allow access on all sides; which increased the square footage of the building.

*Option B - Increased Gym Design*

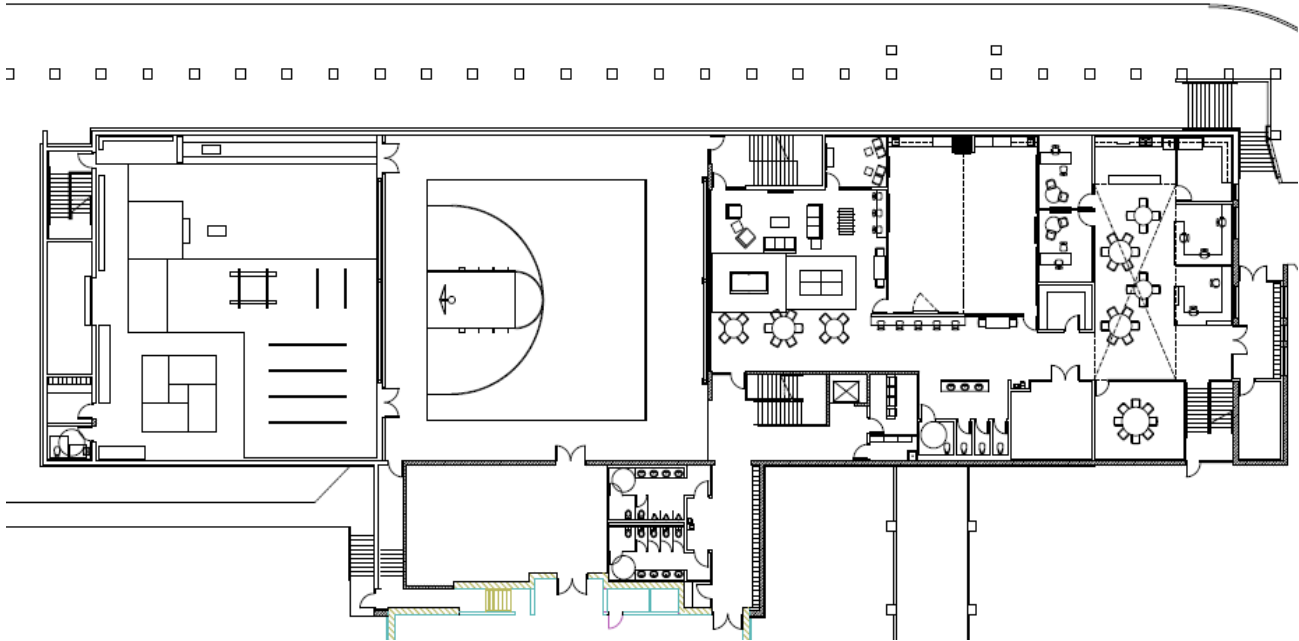


This option increased the multipurpose gymnasium square footage to allow for full court basketball and safe path of travel around each side of the gym to the dedicated gymnastics area. This option was explored as a result of recommendations to improve and expand the Recreation Center were set forth in the Community Service Master Plan, which was approved in 2018. These recommendations stated to expand the Recreation Center, "...to provide a more efficient layout for the entry/reception, expand the weight and fitness studio, provide additional gym space, and provide additional multi-use meeting rooms, offices and storage."

During the schematic phase of the design, the A&E consultants, Foundation and IVGID staff reviewed projects of similar scope. The team held discussions with contractors to discuss a cost estimate for the schematic design. Each contractor warned against using a square foot price because this method does not provide the desired accuracy. It was after completion of the 30% Schematic Design phase that reliable construction cost estimates were prepared by CORE Construction. Upon review of the cost estimates, the design team recommended development of another option (Option C). This third option was developed as a version to fit between Option A and Option B.

Option C has a configuration that would provide the desired path of travel over that provided under Option A. The 3,500 SF reduction came from the multipurpose gymnasium and did not affect the dedicated gymnastics facility.

*Option C - Modified Design Version*



All options were presented to the Foundation for their review and input. As a result, the Foundation requested that the team develop a footprint that reflected an estimate closer to the grant of \$25,000,000. The team, both A&E and CORE, quickly developed an alternative to meet the Foundation's request, which resulted in a modified footprint.

This newly developed option provides an additional 26,400 SF to the Recreation Center. This modified the size of the gymnasium to 7,625 SF. This space is dedicated to gymnastics programming; however, other applicable programming may use the space when not used for gymnastics. This footprint removed space for the multipurpose gymnasium and slightly downsized the Youth Center.

Option D: this option removed seven structural bays, which had included the multipurpose gymnasium space.

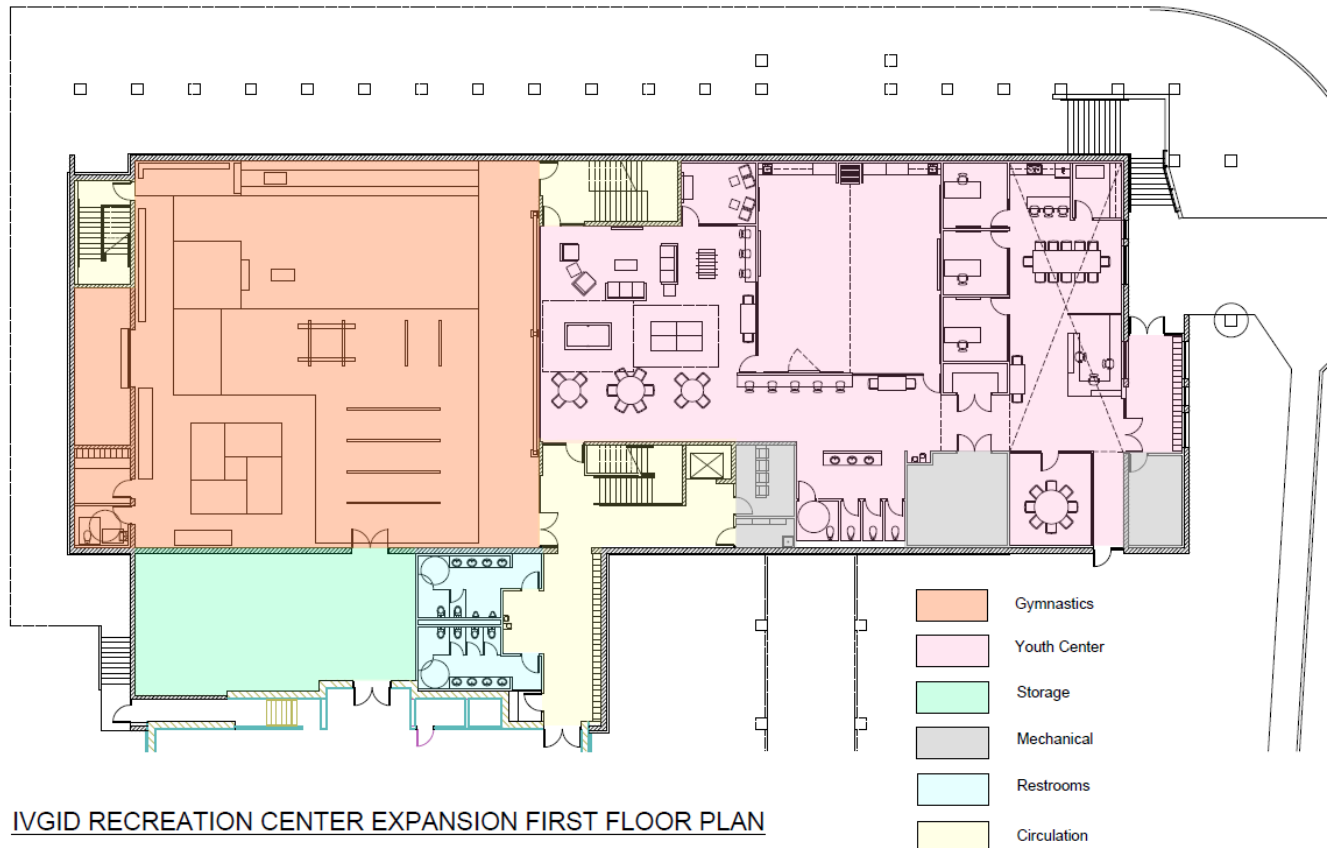
Project Scope: an addition of 26,411 SF

- 1. Gymnasium: 7,625 SF
- 2. Youth Center: 6,551 SF
- 3. Rec Center: 8,680 SF
- 4. Structure: 3,555 SF

## Option D Cost Estimate: \$25,634,293

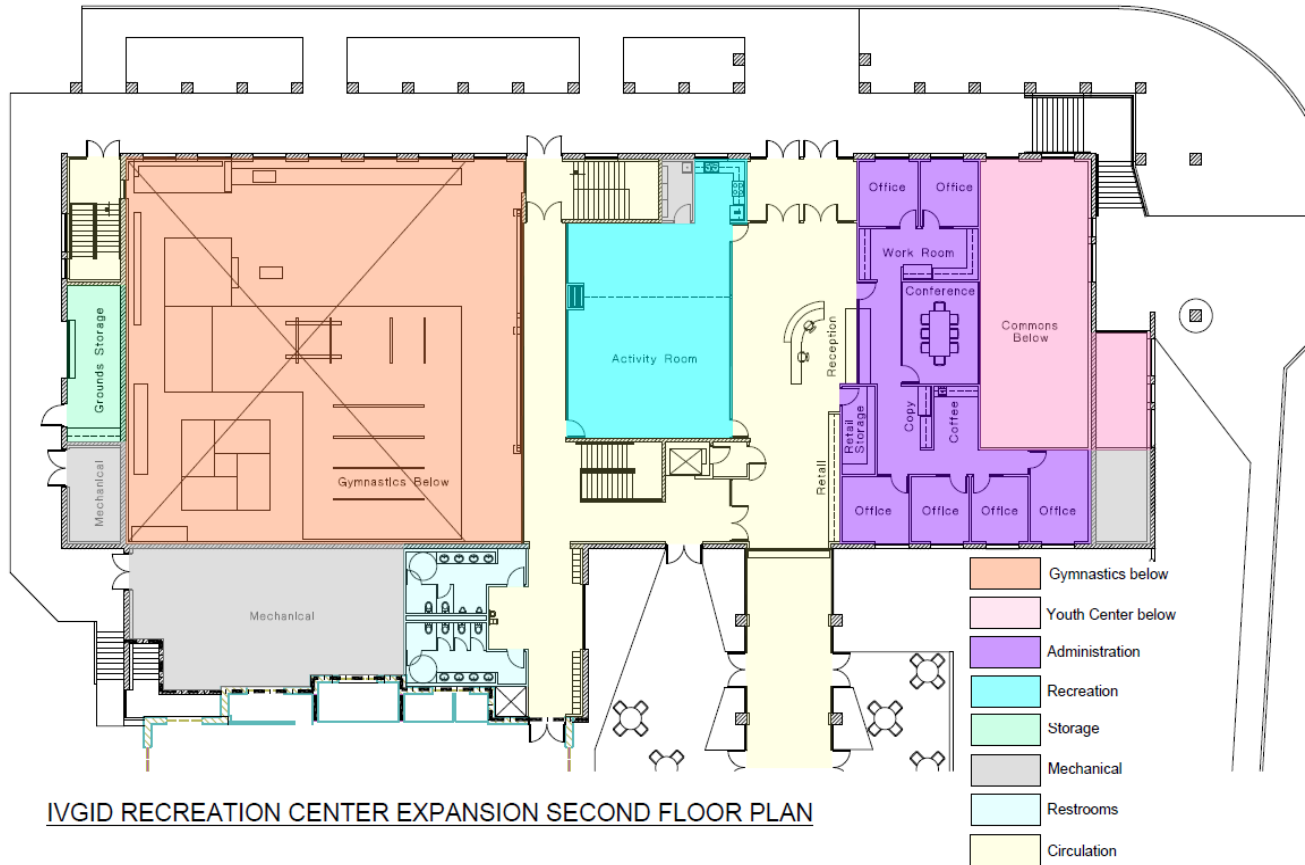
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### *Option D– Modified Gymnasium Space & Slightly Reduced Youth Center: 1<sup>st</sup> Floor*



The Foundation has agreed to move forward with Option D. This option will be submitted to the Tahoe Regional Planning Agency (TRPA) on September 15, 2022 for review. TRPA has approved this project as an Environmental Improvement Project (EIP). With this project defined as an EIP, the permitting process will be fast tracked.

### Option D– Modified Gymnasium Space & Slightly Reduced Youth Center: 2<sup>nd</sup> Floor



This project will include exclusive donor naming rights recognition and details will be developed and present to the Board when an agreement for the Construction Phase of the Recreation Center Expansion Project is brought forward for consideration.

Staff will bring the 60% Design to the Board of Trustees for discussion of the Tenant Improvement portion of the Project at the November 9, 2022 Board of Trustee Meeting. Once final design and preconstruction services are complete, the final design will be presented to the Board of Trustees in January 2023 for approval. After which, Staff will work with the Foundation to develop a progressive grant agreement for the construction phase of the project.

A letter of support and commitment has been drafted to ensure the Foundation that the Board and the District are dedicated to the Project.



Staff recommends the Board approve the submittal of the letter of support and commitment to the Foundation, approve the revised scope of work from a 33,000 SF addition to a 26,411 SF addition. Staff also recommends approval of the Amended Grant Agreement between the District and the Foundation for design and preconstruction services for the Recreation Center Expansion Project.

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

The proposed recommendation does not have a financial impact on the District.

#### **V. ALTERNATIVE**

None recommended.

#### **VI. ATTACHMENTS**

1. Amended Grant Agreement between the District and the Dave & Cheryl Duffield Foundation for Design and Preconstruction Services.
2. Grant Agreement between the District and the Dave & Cheryl Duffield Foundation for Design and Preconstruction Services.
3. Letter of Support and Commitment

# Original Grant Agreement

**GRANT AGREEMENT FOR DESIGN AND PRECONSTRUCTION SERVICES FOR  
THE RECREATION CENTER EXPANSION PROJECT**

THIS GRANT AGREEMENT (“**Agreement**”) is made and entered into as of this 28<sup>th</sup> day of July, 2022, by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (“**IVGID**”), a Nevada general improvement district, and the DAVE & CHERYL DUFFIELD FOUNDATION and assigns (“**DCDF**”), a Nevada non-profit corporation. IVGID and DCDF may be referred to as a “**Party**” or collectively as the “**Parties.**”

**RECITALS**

WHEREAS, IVGID owns and operates the Incline Village Recreation Center, which is located at 980 Incline Way, Incline Village, NV 89451 (“**Recreation Center**”); and

WHEREAS, IVGID is interested in expanding the Recreation Center to include a multi-use gymnasium, programming space, and ancillary infrastructure to increase the ability of the Recreation Center to provide gymnastics and other community-oriented programming with an emphasis on youth and families (“**Expansion**”); and

WHEREAS, the Parties previously executed that certain Memorandum of Understanding (“**MOU**”) for the funding of development of the conceptual design for the Expansion; and

WHEREAS, IVGID completed a thirty percent (30%) conceptual design for the Expansion (“**Conceptual Design**”); and

WHEREAS, DCDF has expressed interest in funding the remaining design and pre-construction services (“**Services**”) in contemplation of a future agreement for funding of construction of the Expansion (such scope is not made a part of this Agreement); and

WHEREAS, the Parties wish to execute this Agreement to outline the grant by DCDF funding the final design and pre-construction of the Expansion.

**TERMS**

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, and the recitals above, which are incorporated herein by this reference, it is agreed by IVGID and DCDF:

1. **Expansion.** IVGID shall prepare and complete the final design, bidding documents and all related pre-construction services prior to the execution of construction contracts for the Expansion as identified in the Conceptual Design and Exhibit A, which are both incorporated by reference (“**Services**”). IVGID shall comply with all applicable NRS and similar legal requirements when procuring third party consultant or contractor services. IVGID shall obtain all

permits and approvals for the Expansion as may be required by Washoe County and the Tahoe Regional Planning Agency.

2. **Funding.** Pursuant to the terms and conditions of this Agreement, expressly including Section 3, DCDF or its assigns shall provide IVGID with grant funding, or in the case of an assignment to a donor-advised fund shall recommend grant funding, as provided for in Section 4, and not to exceed Two Million Four Hundred and Fifteen Thousand Dollars (\$2,415,000) to fund the Services, as outlined in Exhibit C.. Eligible costs for such work shall include third party consultant and contractor costs for design, engineering, preparation of bidding documents, and other pre-construction services related to the Expansion. Eligible costs shall further include IVGID Engineering staff costs incurred for project management, pre-construction, and engineering services for the Expansion. Such costs shall be billed at IVGID's actual hourly rate, including salary, benefits, and reasonable overhead. Eligible costs shall exclude costs (1) related to litigation or negotiated settlements between IVGID and contractors, subcontractors, agencies, or other entities and (2) other IVGID staff or legal costs.

3. **IVGID Tenant Improvements.** IVGID may include those tenant improvements for the Recreation Center ("**Tenant Improvements**"), as identified in Exhibit B and incorporated by reference, in any services or pre-construction contracts for the Services. However, IVGID shall ensure that such contractors or consultants include sufficient detail in their invoices and records to ensure DCDF is not responsible for services or costs attributable to the Tenant Improvements. IVGID shall provide such invoices to DCDF upon request.

4. **Reporting and Reimbursement Procedures.** IVGID shall be reimbursed for its costs incurred through the design and pre-construction phase of the Expansion. For costs incurred to complete 100% design, preparation of construction documents and to complete the bidding process, IVGID shall request reimbursement from DCDF or its assigns by providing monthly statements and invoices (per Exhibit C), which shall identify the work incurred, and the amount of reimbursable costs billed during the period. The statements and invoices should be accompanied by a report demonstrating progress against the project schedule and budget. DCDF or its assigns shall provide the requested funding within forty-five (45) days of issuance. DCDF or its assigns may dispute amounts billed or seek additional information within thirty (30) days of issuance. Any dispute must be resolved before payment may be made by check, wire transfer, or other method agreed to by the Parties.

5. **Naming.** DCDF desires to have naming rights (such as "Duffield Teen Center" or similar such names) and rights to signage size, design, materials, and location to the Expansion, subject to IVGID policy and local jurisdiction codes. The naming rights shall be exclusive for all of the Expansion premises, including individual elements thereof. Should IVGID not approve of these naming rights, DCDF has the right to cancel the Agreement.

6. **Termination.** Either Party may terminate this Agreement for cause with fifteen (15) days written notice to the other Party. The defaulting Party may avoid termination by curing such default during the notice period or if the default is unable to be cured within such time, the defaulting Party has commenced cure during the notice period and reasonably and diligently cures the default within a mutually agreeable timeframe. In the event of a termination by DCDF or its

assigns, DCDF or its assigns will be financially obligated and pay for all IVGID obligations incurred by and/or contractually obligated for in the performance of the Services up to the time of cancellation and those reasonably necessary to terminate any third party agreements for the Services. Without limiting any remedies available to IVGID or DCDF, the Parties shall mutually defend, indemnify, and hold each other harmless from any claims by third party contractors or consultants based on any cessation, delay, or interruption in the Services due to or arising out of either Party's default. IVGID indemnity obligations shall be limited by Section 20 and applicable law.

7. **No Commitment.** Neither Party commits to the construction of the Expansion or Tenant Improvements. Any agreement between the Parties related to reimbursement for costs of the Expansion shall be documented in an amendment to this Agreement or a separate agreement.

8. **No Waiver.** The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9. **Notices.** Any notice or other communication ("**Notice**") which any Party may desire to give to the other Party under this Agreement must be in writing and given to the respective Parties at the following address, or at such other address the respective Parties may provide for this purpose:

IVGID: Incline Village General Improvement District  
Attn: Indra Winquest, District General Manager  
893 Southwood Blvd.  
Incline Village, NV 89451

DCDF: Dave & Cheryl Duffield Foundation  
Attn: James R. Dugdale, Executive Director  
PO Box 4014  
Incline Village, NV 89450

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.

10. **Interpretation.** The headings used herein are for reference only. The terms of this Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of Nevada without regard to the choice of law or conflicts.

11. **Venue.** This Agreement is made in Washoe County, Nevada. The venue for any legal action for the purpose of interpreting or enforcing any provision of this Agreement shall be in Washoe County.

12. **Attorneys' 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.

13. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

14. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

15. **Good Faith.** The Parties agree to exercise reasonable efforts and good faith to effectuate the terms and conditions of this Agreement.

16. **Amendment of Agreement.** This Agreement may be amended at any time by mutual agreement of the parties.

17. **Assignment.** Neither this Agreement nor any interest in this Agreement shall be assignable without the prior written consent of the other Party. Notwithstanding the foregoing, DCDF may assign this Agreement in whole or in part to a donor-advised fund advised by Dave and Cheryl Duffield or DCDF with sufficient financial resources to fund the Services. Such assignment shall be effective fifteen (15) days after DCDF provides written notice to IVGID, provided that IVGID may request reasonable documentation of such financial resources within ten (10) days of notice of the assignment. In such event, IVGID shall have fifteen (15) days to notify DCDF of its consent or objection to the assignment. The assignment shall be effective upon IVGID's consent.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

19. **Effective Date.** This Agreement shall become effective as of the date executed.

20. **Limitation of Liability.** Nothing in this Agreement limits or waives IVGID's immunity from liability as set forth in NRS Chapter 41 or other applicable law.

21. **Authority to Enter Agreement.** Each Party has all requisite power and authority to execute, deliver, and perform under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**DAVE & CHERYL DUFFIELD  
FOUNDATION**

*James R. Duffield*  
\_\_\_\_\_  
*Executive Director*  
*8/2/2022*

**INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT**

*[Signature]*  
\_\_\_\_\_  
*7/28/2022*  
Indra S. Winqwest, District General Manager

**EXHIBIT A**  
**Final Design, Bidding and Pre-Construction Services**

**H+K Architects - Construction Documents, Permitting and Bidding**

**Project Description**

The Recreation Center Expansion will meet the space requirements as developed and approved to date which indicates the overall size of the building expansion to be approximately 33,000 gsf. The Construction Documents work will build upon the approved Schematic Design work reviewed and approved at the upcoming June 29 IVGID board meeting.

Per the current Project Schedule, the Construction Documents work is anticipated to start July 1, 2022 and be complete by January 11, 2023. Bidding and GMP Preparation will be completed by March 17, 2023. Permitting is expected to be completed by April 14, 2023. The project will utilize the CMAR delivery process and BIM (Building Information Modeling).

**Scope of Work**

The scope of work will be in accordance with the International Building Codes as adopted by Washoe County and only includes Construction Documents, Permitting and Bidding. As such a separate proposal will be provided at the end of the Construction Documents and Bidding phases and will include all design fees for the remaining Construction Administration Phase. Our services include Architectural Design/Project Management, Civil Engineering, Landscape Architecture, Structural Engineering, Mechanical Engineering, and Electrical Engineering. In order to expedite the development schedule, we are also providing Fire Alarm and Automatic Fire Sprinkler design.

**Fees**

Construction Documents/Permitting and Bidding Services outlined within this Proposal will be provided for a fixed fee of Two Million Twenty-Five Thousand Dollars (\$2,025,000.00).

*Phase/Task Fee:*

|                                   |                        |
|-----------------------------------|------------------------|
| Construction Documents/Permitting | \$ 1,970,900.00        |
| Bidding                           | <u>\$ 54,100.00</u>    |
| Total                             | <u>\$ 2,025,000.00</u> |

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**Exline & Company Inc. - TRPA & Washoe County Applications & Tasks**

**Scope of Work:**

Assist with the regulatory due diligence, entitlement and environmental permitting responsibilities until the project is acknowledged and the pre-grade is completed with TRPA staff.

**Tasks:**

|                                                  |                                            |
|--------------------------------------------------|--------------------------------------------|
| Soils/Hydro Submittal                            | Pre-Application Neighborhood Meeting       |
| Pre-Application Meeting w/ TRPA & WC             | Washoe County Special Use Permit           |
| Due Diligence - Entitlements                     | Cultural Analysis                          |
| Coordination of drawings w/ client & design team | VMT Analysis / Transportation impact Study |
| TRPA Public Service Application                  |                                            |

Project Cost Estimate: \$150,000.

**CORE, Inc. – CMAR Pre-Construction Services** \$125,000

- Review project documents on a regular, providing constructability feedback and insight.
- Evaluate and provide feedback on scope areas with high-risk potential
- Site visits to perform in-depth investigation of all existing conditions



## EXHIBIT B Tenant Improvements

The Recreation Center Tenant Improvements of approximately 7,700 sf shall include the following:

- renovate existing office space that will be relocated into the new expansion into new recreation space
- renovate the existing child-care space into a staff breakroom
- renovate the existing pro shop area into a massage therapy suite
- renovate the existing massage room into a family changing room

In addition, the following scope may also be considered as part of tenant improvements:

- renovate lighting throughout the existing building
- add a 4-sided elevated walking track to the existing gymnasium

# EXHIBIT C Funding Schedule

## RECREATION CENTER EXPANSION PROJECT Design / and Pre-Construction Phase Funding Schedule

The following Funding Schedule provides for the estimated cash flow requirements and monthly reimbursements of project costs:

| Contractor                                   | Cost Element                                   | Cost Estimates      | Funding Sources   |                     | Estimated*<br>Cash Flow | Funding / Invoice Schedule** |                     |
|----------------------------------------------|------------------------------------------------|---------------------|-------------------|---------------------|-------------------------|------------------------------|---------------------|
|                                              |                                                |                     | IVGID             | Grant               |                         | Date                         | Payment Amount      |
| H+K Architects                               | Construction Documents, Permitting and Bidding | \$ 2,025,000        |                   | \$ 2,025,000        |                         |                              |                     |
| H+K Architects                               | Rec Center Tenant Improvements                 | 110,000             | 110,000           | -                   |                         |                              |                     |
| Exline & Co., Inc                            | TRPA & Washoe County Applications & Tasks      | 150,000             |                   | 150,000             |                         |                              |                     |
| IVGID                                        | Engineering / Proj. Manajement Support         | 115,000             |                   | 115,000             |                         |                              |                     |
| CORE, Inc.                                   | CMAR Pre-Construction Services                 | 125,000             |                   | 125,000             |                         |                              |                     |
| <b>Design - Pre-Construction (Estimates)</b> |                                                | <b>\$ 2,525,000</b> | <b>\$ 110,000</b> | <b>\$ 2,415,000</b> |                         |                              |                     |
| <hr/>                                        |                                                |                     |                   |                     |                         |                              |                     |
|                                              | 30% Design                                     | May 2022            |                   |                     |                         |                              |                     |
|                                              | 60% Desgn - Authorization to Proceed- 6/29/22  | June 2022           |                   |                     |                         |                              |                     |
|                                              |                                                | July 2022           |                   |                     | \$ 301,875              |                              |                     |
|                                              |                                                | Aug 2022            |                   |                     | 301,875                 | Aug. 1                       | Prior Month Actuals |
|                                              | 60% Design                                     | Sep 2022            |                   |                     | 301,875                 | Sept. 1                      | Prior Month Actuals |
|                                              | 100% Design - Begin                            | Oct 2022            |                   |                     | 301,875                 | Oct. 1                       | Prior Month Actuals |
|                                              |                                                | Nov 2022            |                   |                     | 301,875                 | Nov. 1                       | Prior Month Actuals |
|                                              |                                                | Dec 2022            |                   |                     | 301,875                 | Dec. 1                       | Prior Month Actuals |
|                                              |                                                | Jan 2023            |                   |                     | 301,875                 | Jan. 1                       | Prior Month Actuals |
|                                              |                                                | Feb 2023            |                   |                     | 301,875                 | Feb. 1                       | Prior Month Actuals |
|                                              | 100% Design /                                  | Mar 2023            |                   |                     |                         | Mar. 1                       | Prior Month Actuals |
|                                              | Bid Documents                                  | Apr 2023            |                   |                     |                         | Final Invoice                | Prior Month Actuals |
|                                              |                                                |                     |                   |                     | <b>\$ 2,415,000</b>     |                              |                     |

\* Estimated monthly cash flow is based on a straight line allocation over the expected term of the individual contracts.

\*\* Amounts to be invoiced per monthly schedule will be based on actual and documented expenses incurred for the prior period.  
Timng of final invoicing at end of project phase will depend on receipt of all final invoices from contractors.

Proposed  
Amended  
Grant  
Agreement

**FIRST AMENDMENT TO GRANT AGREEMENT FOR DESIGN AND  
PRECONSTRUCTION SERVICES FOR THE RECREATION CENTER EXPANSION  
PROJECT**

THIS FIRST AMENDMENT TO GRANT AGREEMENT (“**Agreement**”) is made and entered into as of this \_\_\_\_<sup>th</sup> day of September, 2022, by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (“**IVGID**”), a Nevada general improvement district, and the DAVE & CHERYL DUFFIELD FOUNDATION and assigns (“**DCDF**”), a Nevada non-profit corporation. IVGID and DCDF may be referred to as a “**Party**” or collectively as the “**Parties.**”

**RECITALS**

WHEREAS, IVGID owns and operates the Incline Village Recreation Center, which is located at 980 Incline Way, Incline Village, NV 89451 (“**Recreation Center**”); and

WHEREAS, IVGID is interested in expanding the Recreation Center to include a multi-use gymnasium, programming space, and ancillary infrastructure to increase the ability of the Recreation Center to provide gymnastics and other community-oriented programming with an emphasis on youth and families (defined as the “**Expansion**” in the Agreement); and

WHEREAS, the Parties previously executed that certain Grant Agreement (“**Agreement**”) for the design and pre-construction services (defined as the “**Services**” in the Agreement) for the Expansion; and

WHEREAS, the Parties wish amend the Agreement to modify the scope of the Services and Expansion as set forth in this Amendment

**TERMS**

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, and the recitals above, which are incorporated herein by this reference, it is agreed by IVGID and DCDF:

1. **Amendment.** Exhibit A of the Agreement in hereby amended to read in full as set forth in Attachment 1, incorporated by this reference.
2. **Continuing Effect of Agreement.** This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged. All signatories below are authorized to execute this Amendment on behalf of each Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first above written.

**DAVE & CHERYL DUFFIELD  
FOUNDATION**

**INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT**

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Indra S. Winquest, District General Manager

ATTACHMENT 1

AMENDED EXHIBIT A

Final Design, Bidding and Pre-Construction Services

**H+K Architects - Construction Documents, Permitting and Bidding**

**Project Description**

The Recreation Center Expansion will meet the space requirements as developed and approved to date which indicates the overall size of the building expansion to be approximately 26,411 square feet (SF). The Construction Documents work will build upon the approved Schematic Design work reviewed and approved at the June 29, 2022 IVGID Board Meeting and revised at the September 14, 2022 IVGID Board Meeting.

Per the current Project Schedule, the Construction Documents work is anticipated to start July 1, 2022 and be complete by January 11, 2023. Bidding and GMP Preparation will be completed by March 17, 2023. Permitting is expected to be completed by April 14, 2023. The project will utilize the CMAR delivery process and BIM (Building Information Modeling).

**Scope of Work**

The scope of work will be in accordance with the International Building Codes as adopted by Washoe County and only includes Construction Documents, Permitting and Bidding. As such a separate proposal will be provided at the end of the Construction Documents and Bidding phases and will include all design fees for the remaining Construction Administration Phase. Our services include Architectural Design/Project Management, Civil Engineering, Landscape Architecture, Structural Engineering, Mechanical Engineering, and Electrical Engineering. In order to expedite the development schedule, we are also providing Fire Alarm and Automatic Fire Sprinkler design.

**Fees**

Construction Documents/Permitting and Bidding Services outlined within this Proposal will be provided for a fixed fee of Two Million Twenty-Five Thousand Dollars (\$2,025,000.00).

*Phase/Task Fee:*

|                                   |                 |
|-----------------------------------|-----------------|
| Construction Documents/Permitting | \$ 1,970,900.00 |
| Bidding                           | \$ 54,100.00    |
| Total                             | \$ 2,025,000.00 |

**Exline & Company Inc. - TRPA & Washoe County Applications & Tasks**

**Scope of Work:**

Assist with the regulatory due diligence, entitlement and environmental permitting responsibilities until the project is acknowledged and the pre-grade is completed with TRPA staff.

**Tasks:**

|                                                  |                                            |
|--------------------------------------------------|--------------------------------------------|
| Soils/Hydro Submittal                            | Pre-Application Neighborhood Meeting       |
| Pre-Application Meeting w/ TRPA & WC             | Washoe County Special Use Permit           |
| Due Diligence - Entitlements                     | Cultural Analysis                          |
| Coordination of drawings w/ client & design team | VMT Analysis / Transportation impact Study |
| TRPA Public Service Application                  |                                            |

Project Cost Estimate: \$150,000.

**CORE, Inc. – CMAR Pre-Construction Services** \$125,000

- Review project documents on a regular, providing constructability feedback and insight.

- Evaluate and provide feedback on scope areas with high-risk potential
- Site visits to perform in-depth investigation of all existing conditions