

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss, and Approve the Amendment to the Agreement for Professional Services for the Effluent Export Pipeline Project for Construction Services - 2023/24 Capital Project Fund: Utilities; Division: Sewer: Project #2524SS1010 Effluent Pipeline Project; Professional: HDR Engineering, Inc. in the Amount of \$59,141. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED FY 2023 STRATEGIC PLAN

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

BUDGET INITIATIVE(S): 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 Policies 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

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve the Amendment to the Agreement with HDR Engineering, Inc. for the Effluent Pipeline Project in the amount of \$59,141; and,
2. Authorize the District General Manager to execute the Amendment with HDR Engineering, Inc.

II. BACKGROUND

The design consultant and engineer of record for the entire package of Phase 2

Effluent Export Pipeline (EEP) Project construction documents is HDR Engineering; HDR Engineering has been involved in development of the EEP Project since prior to 2010. Staff recommends that HDR's contract be amended to include continued construction support services during GMP2-2024 construction. This scope will include but not be limited to responses to requests for information (RFI), technical submittal reviews, and final as-built drawing preparation based on survey and red-line drawing information provided by the CMAR.

III. BID RESULTS

The Amendment was not solicited for public bid. There is no requirement for this professional service to be solicited for competitive bid per NRS 332.115.1 (b).

Staff negotiated a scope of services with HDR Engineering to perform during the construction phase for GMP2-2024. This includes a review of expected material(s) submittals, progress meeting attendance, technical query response, and preparation of an update to the as-built drawings following completion of GMP2-2024. Staff reviewed an initial scope proposal submitted by HDR and recommended changes that were accepted and subsequently used as the basis of the final agreement amendment (ATTACHMENT A).

IV. FINANCIAL IMPACT AND BUDGET

The recommended amount of \$59,141 is based on the scope enclosed in Amendment 5 to the original design contract. The most recent amendment included similar construction services for GMP1 as constructed in 2023. In 2023, an approximately \$50,000 contract amendment was agreed with approximately \$40,000 of the contract expended; we anticipate a slightly increased requirement in 2024 due to the increased duration of contract as compared to 2023 (seven months construction schedule in 2024 versus five months in 2023).

A budget of \$2.8 million was allocated and approved for GMP2 contract administration, project management, and testing and inspection through 2026 (Item G.4, 12/13/23); the subject/proposed \$59,141 design consultant construction services contract amendment is incorporated within the \$2.8 million allocation.

V. ALTERNATIVES

No alternatives are presented. These services are necessary for the project as HDR is the engineer of record.

VI. COMMENTS

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

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

1. ATTACHMENT A _Amendment 5 - Effluent Pipeline Project - Construction Services - Year 2-c1

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

**AMENDMENT NO. 5
TO SHORT FORM AGREEMENT DATED JUNE 9, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
HDR ENGINEERING, INC.**

This Amendment No. 5 to the Short Form Agreement dated June 9, 2021 (“Amendment”) is made and entered into as of May 9, 2024, by and between the Incline Village General Improvement District (“District”) and HDR Engineering, Inc., a domestic corporation (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** On June 9, 2021, the Parties entered into a Short Form Agreement for project management, critical pipeline repair identification and design, and permitting services for the District’s effluent export pipeline, as amended on August 12, 2021 by Amendment 1, on April 29, 2022 by Amendment 2, on November 17, 2022 by Amendment 3, and on April 13, 2023 by Amendment 4 (“Original Agreement”), each of which are incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to continue the services provided by the Consultant associated with the construction work to be done in 2024. The services authorized by this Amendment are to include production and delivery of conformed project plans and specifications (Issued for Construction), technical material submittal reviews, design clarifications and Request for Information (RFI) responses, production of record drawings, and revision to the construction drawings for future-year/remaining project construction work. This amendment also includes an update to the Consultant’s fee schedule for work to be done in 2024.

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
2. **Services.** In exchange for the additional Compensation set forth below, Consultant shall provide the Additional Services set forth in Exhibit A. Except as otherwise provided in this Amendment, the Additional Services shall be deemed included with the Scope of the Services under the Original Agreement.
3. **Compensation:** The amount of additional Compensation associated with this Amendment will not exceed **Fifty-Nine Thousand One Hundred Forty-One Dollars (\$59,141.00)**, to be billed on a time and materials basis. Payment to Consultant will be made as per Article 4 of the Original Agreement, with the exception that the 2024 Fee Schedule attached hereto as Exhibit B shall be the applicable basis for said compensation rates.

4. Continuing Effect of Agreement. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
5. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
6. Severability. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

OWNER:
Incline Village GID
Agreed to:

CONTRACTOR:
HDR Engineering, Inc.
Agreed to:

By: _____
 Bobby Magee
 General Manager

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

 Sergio Rudin
 District General Counsel

Date

Exhibit A
Scope of Services

HDR
SCOPE OF WORK
for
Incline Village General Improvement District
Effluent Export Pipeline CMAR Project

Amendment No. 5 – Year 2 (2024) Construction Period Services

Task 1 – Project Management

HDR will perform Project Management activities, including QA/QC and project meetings, for the work covered by this amendment as described in the original agreement.

Tasks 2 through 8

No changes to the scope of work for these tasks.

Task 9 – Construction Support

HDR’s construction support services for Year 2 construction (2024) shall include the following:

Subtask 9.1 Conformed Project Plans and Specification

No changes to the scope of work for this subtask.

Subtask 9.2 Review Submittals – HDR will review and comment on the contractor’s submittals, such as shop drawings, product data, samples, substitution requests, operations and maintenance (O&M) manuals, and other data, for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents, minimizing public impact, staying on time and on budget, and compliance with County Standards, and IVGID Standards.

This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. Review of a specific item will not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant will not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the contractor. The Consultant will not be required to review partial submissions nor those for which submissions of correlated items have not been received.

It is assumed that HDR will review and comment on up to 20 submittals with a resubmittal rate of 25%, for a total of 25 submittals, with an average effort of three hours per submittal for engineering review, plus administration.

Subtask 9.3 Construction Progress Meetings – HDR will virtually attend a total of four construction progress meetings over two construction seasons (May-June and September-October).

It is assumed that two HDR staff members will participate in each meeting.

Subtask 9.4 Design Clarifications – HDR will prepare design clarifications and respond to requests for information (RFIs) received from the Contractor or IVGID.

It is assumed that HDR will review and respond to up to five RFIs/design clarifications, with an average effort of three hours per RFI/design clarification for engineering, plus CAD, QC, and administration.

Subtask 9.5 Change Orders – Review proposed change orders. Assist IVGID in preparation for response.

It is assumed that HDR will review and provide comments on up to one change order requests, with an average effort of 12 hours per change order for engineering, plus CAD, QC, and administration.

Subtask 9.6 Record Drawings – HDR shall prepare “as-built” record drawings upon completion of Year 2 construction for that part of the Project completed to date. Record drawings will be based on redlines provided by the contractor. HDR will not be responsible for errors or omissions in the information provided by others that are incorporated in the record drawings or other record documents.

Subtask 9.7 Revisions Future-Year Construction Documents – HDR shall make modifications to drawings and specifications for future-year construction segments based on information gathered during the Year 1 and Year 2 construction. Because the extent of modifications is unknown at this time, an allowance of 16 hours of engineering time and 24 hours of CAD time has been included in the fee estimate for the work, plus QC and administration.

Deliverables Task 9:

- *Submittal review comments and responses*
- *RFI comments and responses*
- *Design clarification drawing revisions*
- *Change Order comments and responses*

- *Draft and Final Record Drawings (.pdf file of full and half size, and an electronic copy in editable source application format, such as AutoCAD 2022)*
- *Updated construction documents for future year construction, if needed*

Assumptions Task 9:

- *Review and comment on up to 20 submittals with a 25% resubmittal rate for a total of up to 25 submittals with an average effort of three hours per submittal plus administration.*
- *Response to up to five RFIs/Design Clarifications with an average of three hours per RFI plus CAD, QC, and administration.*
- *Review and provide comment on up to one change order request with an average effort of 12 hours per change order plus CAD, QC, and administration.*
- *A total of four progress meetings are assumed. Up to two HDR staff members will attend each meeting virtually. Each meeting will last one hour.*
- *IVGID or the Construction Manager to develop and finalize draft meeting minutes and issue the minutes to the Contractor. HDR will review meeting minutes and provide input after each meeting.*
- *Up to 16 hours of engineering time and 24 hours of CAD time, plus QC and administration, has been allocated for revising future-year construction documents.*
- *Geotechnical support services are not included.*

Table 1 - Estimated Work Effort and Cost

Incline Village General Improvement District

Effluent Export Pipeline CMAR Project

Amendment No. 5 - Year 2 (2024) Construction Period Services

Task No.	Task Description	Principal/QA/QC	Project Manager	Project Engineer	Staff Engineer	CADD Tech	Admin/Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
Task 1 - Project Management and Quality Assurance/Quality Control (QA/QC)											
1.1	Project Management	2	20	16			12	50	\$12,961		\$12,961
	Subtotal Task 1	2	20	16	0	0	12	50	\$12,961	\$0	\$12,961
Task 9 - Construction Period Services											
9.2	Review Submittals		15	22	38		12	87	\$17,048		\$17,048
9.3	Construction Progress Meetings		4	4				8	\$2,345		\$2,345
9.4	Design Clarifications	3	5	10		5	3	26	\$6,327		\$6,327
9.5	Change Orders	2	5	7		4	1	19	\$4,914		\$4,914
9.6	Record Drawings	2		4		20		26	\$5,599		\$5,599
9.7	Revision for Future-Year Construction Segments	2	4	16		20	2	44	\$9,948		\$9,948
	Subtotal Task 9	9	33	63	38	49	18	210	\$46,181	\$0	\$46,181
COLUMN TOTALS		11	53	79	38	49	30	260	\$59,141	\$0	\$59,141

Exhibit B
2024 Fee Schedule

HDR ENGINEERING, INC.
RATE SCHEDULE
January to December 2024

Incline Village General Improvement District
Effluent Export Pipeline CMAR Project
Amendment No. 5 – Year 2 (2024) Construction Period Services

Principal	\$296
Project Manager	\$367
Project Engineer	\$219
Staff Engineer	\$137
CAD Technician I	\$139
CAD Technician II	\$207
Project Admin	\$145
Project Controls	\$128

Please Note: Rates include current overhead rate plus profit and are adjusted annually on January 1st.

EXPENSES

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Ground Transportation (includes Rental Car, Uber, and Train)	at cost
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30
Bond Plotting - Black & White (per square foot)	\$0.15
Bond Plotting - Color (per square foot)	\$0.90

Please Note: Expenses and subconsultants are charged with a five percent markup.