

**MEMORANDUM**

**TO:** Board of Trustees

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

**FROM:** Kate Nelson, Engineering Manager

**SUBJECT:** Review, discuss and possibly approve a contract time extension with Jacobs for the Effluent Storage Tank CIP# 2599SS2010 project  
(Requesting Staff Member: Director of Public Works Brad Underwood)

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

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

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

Budgeted Initiatives for 2021-2023

C. Work with CMAR and design consultants to finalize design and begin construction of the Effluent Pond Lining (now Storage Tank).

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

Board Policy 12.1.0 - Multi-Year Capital Planning; Purchasing Policy for Goods and Services Policy 20.1.0

**DATE:** June 14, 2023

---

**I. RECOMMENDATION**

Approve a contract time extension with Jacobs for the Effluent Storage Tank CIP#2599SS2010 project.

**II. BACKGROUND**

Jacobs Engineering Group, Inc has been contracted by IVGID for the design of the Effluent Storage Tank. The original contract for this project was executed June 9, 2021 and has been amended a total of six (6) times to reflect changes in either scope and/or time. The current amendment has a completion date to provide the final construction documents by July 1, 2023. However, PW Staff

had slowed the schedule of this project down to ensure that the USACE PPA agreement was executed prior to solicitation of bids for construction. Had the project proceeded with solicitation of bids prior to the execution of the PPA agreement, IVGID would not be eligible for USACE grant funding. In delaying the project, the construction start date shifted from May 1, 2023 to May 1, 2024 to ensure a complete construction season window for the tank construction.

Currently, the 90% design documents have been submitted to TRPA, Washoe County, and NDEP Division of Dams for permitting. The NDEP Division of Dams has provided the approval for decommissioning of Mill Creek Dam#1, and PW Staff is working with TRPA and Washoe County to obtain the required permits. The construction documents will be finalized once all comments are received from the permitting agencies. It is anticipated that this work will be completed by October 31, 2023.

In accordance with Board Policy 3.1.0, 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

**III. BID RESULTS**

There are no bid results associated with this item.

**IV. FINANCIAL IMPACT AND BUDGET**

This is a time extension to the existing contract only. No cost change is proposed.

**V. ALTERNATIVES**

No alternative is being recommended.

**VI. COMMENTS**

Approval of the contract extension will allow Jacobs Engineering until 10/31/2023 to provide final stamped plans and specifications for this project, in preparation for bidding of this project by the CMAR.

**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.

Jacobs is contracted to develop construction documents to satisfy a regulatory requirement of the NDEP Discharge Permit needed to operate the WRRF. This new facility will provide additional effluent storage to provide staff more time to resolve situations in case of emergency.

**VIII. ATTACHMENTS**

- 1. 2023-06-14 Amendment 7 -  
IVGID\_PoPExtension\_SignedJacobs\_06072023

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

Approve a contract time extension with Jacobs for the Effluent Storage Tank CIP#2599SS2010 project.

**AMENDMENT NO. 7  
TO SHORT FORM AGREEMENT DATED JUNE 9, 2021  
BETWEEN  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
AND  
JACOBS ENGINEERING GROUP, INC.**

This Amendment No. 7 to the Short Form Agreement dated June 9, 2021 (“Amendment”) is made and entered into as of June 14, 2023 by and between the Incline Village General Improvement District (“District”) and Jacobs Engineering Group, Inc. (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**Recitals**

- A. **Original Agreement.** The Parties have entered into an agreement for Effluent Pond Lining Final Design dated June 9, 2021 and as amended by previous instruments dated July 14, 2021, September 3, 2021, February 2, 2022, March 10, 2022 and June 30, 2022 (“Original Agreement”), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein. The Original Agreement was for design of an effluent pond lining, but as of Amendment No. 5 to the Original Agreement, Consultant is now engaged in services related to Phase 2B, the preliminary and final design of a 2 million gallon (2-MG) pre-stressed concrete tank.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to extend date of completion of the work to October 31, 2023.
- C. **Amendment Authority.** This Amendment is authorized pursuant to Section 5 of the Original Agreement.

**Amendment**

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

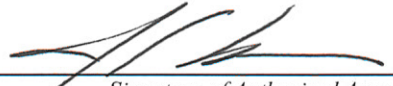
- 1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. **Extension of Time** is to allow Jacobs Engineering to provide 100% design documents after the schedule was delayed by Public Works staff to ensure USACE funding was in place prior to bidding.
- 3. **Payment to Consultant.**
  - a. "Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with the Project, including, but not limited to subconsultants or subconsultant costs, transportation and subsistence incidental thereto, obtaining bids or proposals from Consultant(s), toll telephone calls, express mail and telegrams, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1. In addition, Reimbursable Expenses will also include expenses incurred for main frame computer time and other highly specialized equipment, including photographic production.
  - b. **Basis and Amount of Compensation for Basic Services.** There is no change in contract amount with this Amendment.

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 G. I. D.**  
Agreed to:

**CONTRACTOR:**  
**Jacobs Engineering Group, Inc.**  
Agreed to:

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

By:  \_\_\_\_\_  
*Signature of Authorized Agent*  
 JOHN K. SCHOONOVER M.O.P.  
 \_\_\_\_\_  
*Print or Type Name and Title*  
 7 JUN 23  
 \_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
 Joshua Nelson  
 District General Counsel  
 \_\_\_\_\_  
*Date*

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

Owner's address for giving notice:  
**Incline Village General Improvement  
 District, Public Works Department**  
 1220 Sweetwater Road  
 Incline Village, Nevada 89451  
 775-832-1267- Engineering Division

Contractor's address for giving notice:  
**Jacobs Engineering Group**  
 50 West Liberty St., Ste. 205  
 Reno, Nevada 89501