

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Brad Underwood, P.E.
Director of Public Works

SUBJECT: Approve Amendment 2 for additional Professional Services associated with the Effluent Export Pipeline Project: 2524SS1010 – Fund: Utilities; Division: Sewer; Vendor: HDR, Engineering Inc., in the amount of \$322,558, plus an approximate 10% contingency.

DISTRICT STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: April 13, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve Contract Amendment 2 for additional professional services associated with the Effluent Export Pipeline Project: 2514SS1010 – Fund: Utilities; Division: Sewer; Vendor: HDR, Inc., in the amount of \$322,558.
2. Authorize \$33,000 in contingency to account for unforeseen conditions, and authorize Staff to expend up to this amount if needed.
3. Authorize Board Chair and Secretary to execute Amendment 2 based on a review by General Counsel and Staff.

II. DISTRICT STRATEGIC PLAN

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.

- Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District’s workforce.

III. BACKGROUND

At the May 12, 2021 IVGID Board of Trustees Meeting, Staff was authorized to solicit a proposal from HDR, based on their years of experience with the District's effluent export pipeline, to provide critical pipeline identification and design work, project management, a Preliminary Design Report, and initiating 30% design documents. This proposal became incorporated into the original Short Form Agreement authorized by the Board at their June 9, 2021 meeting.

In August of 2021 Amendment 1 was authorized to formalize a scope change to the original Agreement; there was no change to the agreed fees outlined in the original Agreement, instead Amendment only modified the design management tasks and deliverables to be completed under the amended agreement.

HDR has been working to identify the most critical pipeline repair locations, areas of repairs already completed within Segments 2 and 3, and is collaborating with Granite Construction, the CMAR on this project, to obtain the required NDOT and TRPA permits for replacement of the project segment between the Spooner Pump Station and connection to a previously repaired section near the SR50 intersection with SR28.

Amendment 2 will continue the design and investigation work started in June, 2021, under the original Agreement and bring design of the project to completion. This will include progressive design document submittals, as HDR will develop construction drawings and technical specifications suitable for public bid of the project. Progressive design submittals will occur at 60% design and 100% design levels; internal IVGID and CMAR reviews will occur at each submittal stage in leading up to delivery of final bid documents.

Construction documents will incorporate regulatory and District design and construction standards, as appropriate, in addition to the District's General Conditions.

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.

IV. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute 332.115.

V. FINANCIAL IMPACT AND BUDGET

The current 2021/2022 Capital Improvement Program Budget within the Effluent Pipeline Project 2524SS1010 (Exhibit B) includes a budget of \$2,000,000 in FY2022 and a carryover of \$339,210 from FY2021. There are sufficient funds in the project budget to cover the cost of this amendment.

Contract	Fee
Original Short Form Agreement	\$115,614
Amendment 1, scope change only	\$0
Amendment 2, design completion	\$322,558
Amendment 2, contingency	\$33,000
Total Design Fee	\$471,172

VI. ALTERNATIVES

Do not approve this Addendum request and put the project on hold.

VII. BUSINESS IMPACT

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

Attachments:

- A – Draft Amendment 2, HDR Engineering, Inc.
- B – CIP 2524SS1010 Data Sheet

DRAFT AMENDMENT NO. 2
TO SHORT FORM AGREEMENT DATED JUNE 9, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
HDR ENGINEERING, INC.

This Amendment No. 2 to the Short Form Agreement dated June 9, 2021 (“Amendment”) is made and entered into as of **date** 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 have 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 (“Original Agreement”), 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 bring the work to completion, including Final Design drawings and construction specifications, incorporating regulatory and District design and construction standards, suitable for bidding the work. Tasks necessary to bring this work to completion are fully outlined in Attachment A, Scope of Work.

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 under the schedule set forth in Attachment A, as applicable. Except as otherwise provided in this Amendment, the Additional Services shall be included with the scope of the Services under the Agreement.
3. **Compensation:** Amount of Compensation for this Amendment will be **Three Hundred Twenty-Two Thousand, Five Hundred Fifty-Eight Dollars (\$322,558.00)**, with payment to Contractor per Article 6 of the Original Agreement.
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:

By: _____
Brad B. Underwood, P. E.
Director of Public Works

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

Date

CONTRACTOR:
HDR ENGINEERING, INC.
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.

SCOPE OF WORK

Incline Village General Improvement District Effluent Export Pipeline CMAR Project

Amendment No. 2 – Completion of Design

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.

Project meetings for this scope are assumed to include:

- Monthly CMAR progress meetings (including the pond lining project, by phone or virtual conference) through the first week of December 2022.
- Monthly pipeline design progress meetings (by phone or virtual conference) through the first week of December 2022.
- Partnering meetings (assumed 3, in person, attended by 3 HDR staff)
- Agency coordination meetings (NDOT, TRPA or others), assumed 4, in person, attended by 3 HDR staff)
- Coordination meetings with Granite (assumed 3 virtual, 2 in person, attended by 2 HDR staff)
- Design review meetings for the 60% and 100% Submittals (in person, attended by 2 HDR staff)
- One Pre-bid meeting (in person, attended by 2 HDR staff).

Task 2 – Basis of Design Report

HDR will prepare an update to the project Preliminary Design Report documenting project decisions made during the final design process, such as the selection of pipe materials and sizing, etc. For the purposes of budgeting, a total of 30 hours is assumed for this effort.

Assumptions:

- *A total of 30 hours is assumed for this task.*

Deliverables:

- *Updated Preliminary Design Report in electronic (PDF) format.*

Task 3 – Pipeline 30% Design

HDR will complete Effluent Export Pipeline 30% design documents (started during the existing contract scope). 30% documents will include up to 28 project drawings, and will include existing

utilities, plan view of the alignment, preliminary details, and connection points to the existing export pipeline. Profiles will not be developed for 30% design drawings.

Assumptions:

- *Distribution of documents to CMAR shall be by IVGID.*
- *Comments on the 30% Design documents will be addressed with subsequent (i.e., 60% Design) submittals. Changes to the design approach or other significant revisions that require resubmittal of the 30% Design are not included.*
- *Redesign efforts due to results of OPCC (i.e., due to unexpected construction price volatility) or other substantial changes by the CMAR that are not able to be addressed in the planned design process are not included.*

Deliverables:

- *30% Design Submittal:*
 - *One digital PDF file of the 30% drawings, list of technical specifications.*

Task 4 – Pipeline Final Design

HDR will develop design drawings and construction specifications suitable for bidding for this project. Construction documents will incorporate regulatory and District design and construction standards, as appropriate, and the District's General Conditions. Plans will be prepared using a District approved title block and sheet numbering convention suitable for a full-size (22" x 34") printing format. Plans and specifications will be submitted to the District and CMAR for review and approval at the 60% and 100% design stages, and a final set will be submitted for bidding. HDR will provide quantities and review and comment on an updated/refined engineer's opinion of probable construction cost from Granite with each design submittal for District review.

HDR will attend in-person design review meetings with IVGID and CMAR for the 60% and 100% design submittals, attended by two HDR staff. Note that design review meetings are budgeted under Task 1 – Project Management.

Assumptions:

- *Comments on the 60% and 100% Design documents will be addressed with subsequent submittals.*
- *Redesign efforts due to results of OPCC (i.e., due to unexpected construction price volatility) or other substantial changes by the CMAR that are not able to be addressed in the planned design process are not included.*
- *45 sheets are assumed for the 60% and 100% design drawing sets.*

Deliverables:

- *PDF set of half-size (11" x 17") design drawings at 60%, 100%, and bid.*
- *PDF set of full-size (22" x 34") design drawings at 100% and bid.*
- *PDF set of specifications at 60%, 100%, and bid.*

Task 5 – Permitting/Agency Coordination

HDR will coordinate with NDOT, FHWA, TRPA, and USFS regarding construction constraints, stormwater best management practices (BMPs), Special Use permits, traffic control plans, NDOT utility crossings, and curb and guardrail replacement. Working with IVGID and CMAR, HDR will share design plans and respond to comments from NDOT and TRPA. HDR will incorporate NDOT plans for locations of existing utilities and traffic control standards and TRPA plans for BMPs.

Assumptions:

- *Permits with the relevant agencies will be drafted and filed by IVGID.*
- *A total of 80 hours is assumed for these efforts.*

Deliverables:

- *To be incorporated into design.*

Task 6 – As-Needed Hydraulic Analyses

HDR will perform as-needed hydraulic analyses to facilitate design decisions for the effluent pipeline. The analyses are assumed to include:

- Effluent pipeline materials and sizing and affected design head and flow capacity
- Other hydraulic analyses as needed.

Assumptions:

- *Analyses to be performed in Microsoft Excel, except surge analysis update to be performed in Bentley HAMMER*
- *A total of 60 hours is assumed for these analyses.*

Deliverables:

- *To be incorporated into design or revised Preliminary Design Report, as applicable.*

Task 7 – Bid Period Services

HDR will assist during the bid period by issuing addenda to the contract plans and specifications as needed. This scope assumes up to one addendum will be issued following comments from the CMAR regarding the results of the bid process. For the purposes of budgeting, up to forty hours have been assumed for the addendum.

HDR will provide responses to design-related RFIs and clarifications submitted by prospective bidders. Because of the nature of the CMAR process, few RFIs are expected. For the purposes of budgeting, up to two RFIs and/or clarifications and twenty hours are assumed.

HDR will work with IVGID staff to prepare for and conduct an in-person pre-bid meeting at IVGID offices, attended by two HDR staff. Note that the pre-bid meeting is budgeted under Task 1 – Project Management.

Assumptions:

- *HDR will not perform bid outreach.*
- *A total of 60 hours is assumed for this task.*

Deliverables:

- *PDF set of addenda (assumed one).*
- *Written responses (by email) to RFIs or requests for clarification from bidders (up to two).*

TASKS NOT INCLUDED IN THIS SCOPE OF WORK

- Mapping, delineation, and geotechnical investigation of borrow sites.
- Right-of-way permits for borrow sites or access routes.
- Negotiations of right-of-way.
- Staking services, records of survey, mapping, or monumentation of new rights-of-way, or easements.
- Environmental delineation or survey (e.g., wetlands survey)
- Review and inspection of contractor's safety program, means, and methods.
- Prevailing wage rate monitoring.
- Warranty inspection.
- Construction engineering services.

Table 1 - Estimated Work Effort and Cost

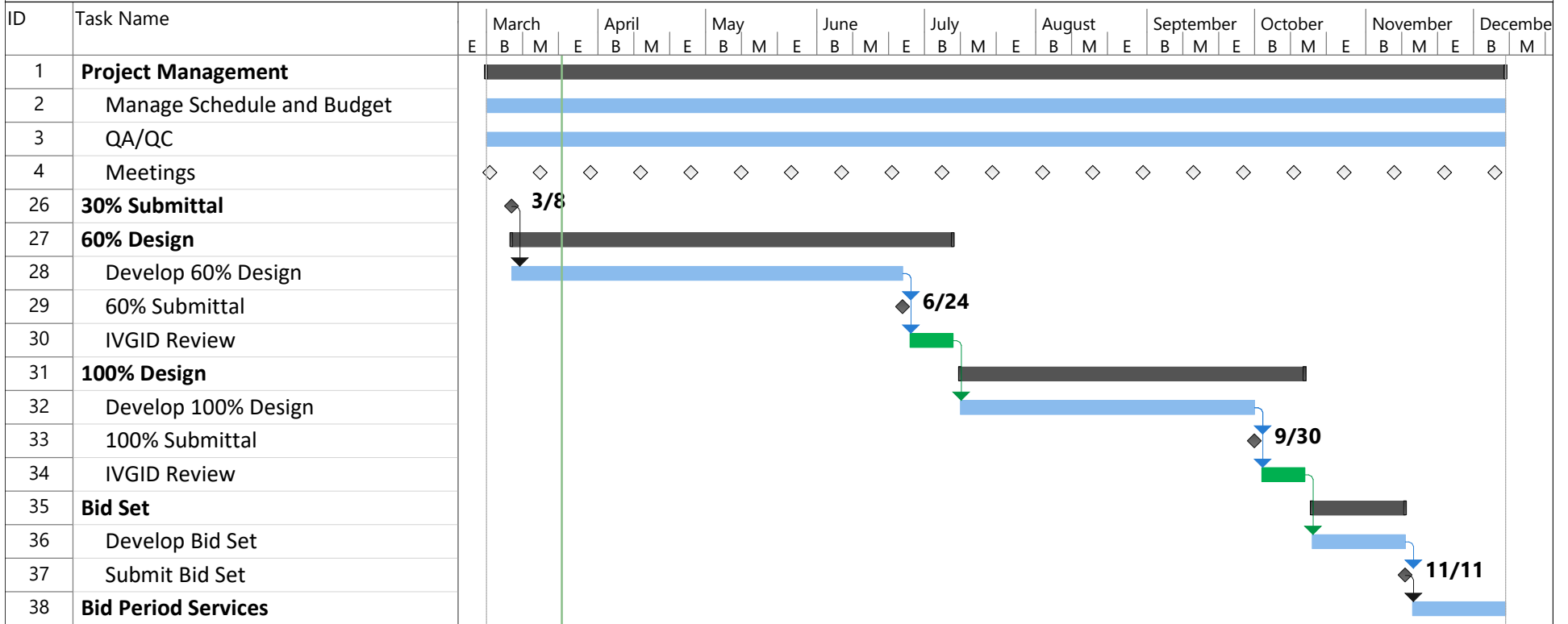
Incline Village General Improvement District

Effluent Export Pipeline CMAR Project. Amendment No. 2 - Completion of Design

Task No.	Task Description	Principal/QA/QC	Project Manager	Project Engineer	Staff Engineer	Corrosion Engineer	Cost Estimator	Trans. 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	40							48	90	\$19,439		\$19,439
1.2	QA/QC Program	8	8	8						12	36	\$7,832	\$100	\$7,932
1.3	Meetings		77	77	32			16		2	204	\$48,003	\$1,800	\$49,803
	Subtotal Task 1	10	125	85	32	0	0	16	0	62	330	\$75,274	\$1,900	\$77,174
Task 2 - Basis of Design Report														
2.1	No changes to these subtasks are included in this amendment.										0	\$0		\$0
2.2											0	\$0		\$0
2.3												0	\$0	
2.4	Update Preliminary Desgn Report	2	8	18						2	30	\$6,670		\$6,670
	Subtotal Task 2	2	8	18	0	0	0	0	0	2	30	\$6,670	\$0	\$6,670
Task 3 - Pipeline 30% Design														
3.1	30% Submittal	2	7	24			4		8		45	\$9,671		\$9,671
	Subtotal Task 3	2	7	24	0	0	4	0	8	0	45	\$9,671	\$0	\$9,671
Task 4 - Pipeline Detailed Design														
4.1	60% Design	8	26	54	56	12	12		110	16	294	\$53,421	\$150	\$53,571
4.2	100% Design	12	48	96	72	20	16	24	188	24	500	\$95,184	\$150	\$95,334
4.3	Bid Set	8	18	44	36	8	12		86	16	228	\$41,748	\$150	\$41,898
	Subtotal Task 4	28	92	194	164	40	40	24	384	56	1,022	\$190,353	\$450	\$190,803
Task 5 - Permitting/NDOT Coordination														
5.1	Permitting		4	12	6					2	24	\$4,359	\$100	\$4,459
5.2	Agency Coordination		12	28	12					4	56	\$10,765	\$100	\$10,865
	Subtotal Task 5	0	16	40	18	0	0	0	0	6	80	\$15,124	\$200	\$15,324
Task 6 - As-Needed Hydraulic Analyses														
6.1	As-Needed Hydraulic Analysis		16	28	16						60	\$12,113		\$12,113
	Subtotal Task 6	0	16	28	16	0	0	0	0	0	60	\$12,113	\$0	\$12,113
Task 7 - Bid Period Services														
7.1	Addenda (up to one)	2	4	16	6	2			8	2	40	\$7,490	\$100	\$7,590
7.2	Responses to bidder inquiries (up to two)		2	8	8					2	20	\$3,213		\$3,213
	Subtotal Task 6	2	6	24	14	2	0	0	8	4	60	\$10,703	\$100	\$10,803
COLUMN TOTALS		44	270	413	244	42	44	40	400	130	1,627	\$319,908	\$2,650	\$322,558

**Incline Village General Improvement District
Effluent Export Pipeline CMAR Project**

Amendment No. 2 - Completion of Design





Project Summary

Project Number:	2524SS1010
Title:	Effluent Pipeline Project
Project Type:	B - Major Projects - Existing Facilities
Division:	24 - Transmission
Budget Year:	2022
Finance Option:	
Asset Type:	SS - Sewer System
Active:	Yes

Project Description

The Effluent Pipeline Project will be a multi-year pipe replacement project. The immediate priority is to replace all of the remaining Segment 3 pipeline (12,385 linear feet) and to make immediate repairs to the Segment 2 pipeline (17,314 linear feet) to extend its life and avoid future leaks. The project timeline is to accomplish this over multiple construction seasons. TRPA and NDOT permits typically prohibit SR 28 traffic control delays from July 1 to September 5. This limits construction to May, June and Sept 6 to Oct 15. The replacement of Segment 3 would occur over two construction seasons. Replacing segment 2 would require 3 construction seasons. Repairs to segment 2 could be accomplished with a segment 3 construction phase.

Project Internal Staff

The engineering division will support this project. Outside consultants will be used for design and management. The project will be publicly advertised in accordance with NRS 338.

Project Justification

The District currently owns, operates and maintains a 21-mile pipeline that exports treated wastewater effluent out of the Lake Tahoe Basin. This pipeline was installed in 1970 as part of the regional effort to protect Lake Tahoe's water quality by requiring all wastewater effluent to be exported out of the basin. Within the Tahoe Basin, this pipe is divided into three segments. Segment 1 is the low-pressure supply pipe to the pump station near Sand Harbor. Segment 2 is the welded steel high-pressure discharge pipe exiting the pump station. Segment 3 is the remaining low pressure jointed steel transmission pipeline within the Tahoe Basin running south to Spooner Summit. Segment 4 is the pipe that carries the effluent down the east side of the Carson Range from Spooner Summit to Hwy 395. Segment 5 is the pipeline that extends from HWY 395 to the bank of the Carson River. Segment 6 is the pipeline from the Carson River that delivers the effluent to the IVGID Wetlands Disposal Facility and was installed in 1983. A condition assessment completed on Segments 2 and 3 confirmed pipe deficiencies.

Forecast

Budget Year	Total Expense	Total Revenue	Difference
2022			
Internal Services	100,000	0	100,000
Project Design and Construction Costs	1,900,000	0	1,900,000
Year Total	2,000,000	0	2,000,000
2023			
Internal Services	100,000	0	100,000
Project Design and Construction Costs	1,900,000	0	1,900,000
Year Total	2,000,000	0	2,000,000
2024			
Internal Services	100,000	0	100,000
Project Design and Construction Costs	1,900,000	0	1,900,000
Year Total	2,000,000	0	2,000,000
2025			
Internal Services	100,000	0	100,000
Project Design and Construction Costs	1,900,000	0	1,900,000
Year Total	2,000,000	0	2,000,000
2026			
Internal Services	100,000	0	100,000
Project Design and Construction Costs	1,900,000	0	1,900,000
Year Total	2,000,000	0	2,000,000
	10,000,000	0	10,000,000

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
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2012	Jul 1, 2020	Jun 30, 2025	Engineering Manager	
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