

MEMORANDUM

TO: Board of Trustees

THROUGH: Kate Nelson, Interim Public Works Director

FROM: Hudson Klein, Principal Engineer

SUBJECT: Review, discuss and possibly approve a contract time extension with Jacobs for the Effluent Storage Tank CIP# 2599SS2010 project.

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: December 13, 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 seven (7) times to reflect changes in either scope and/or time. The current amendment has a completion date for conclusion of final construction document preparation and bidding services by

October 31, 2023. However, PW Staff was required to amend the project schedule to ensure the funding application schedule of the United States Army Corps of Engineers (USACE) Project Partnership Agreement (PPA) agreement was fully executed and the environmental assessment (EA) was completed prior to solicitation of bids for construction. Had the project proceeded with solicitation of bids prior to the execution of the PPA agreement and completion of the EA, 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 final construction documents have been submitted to TRPA, Washoe County, and NDEP Division of Dams for permitting and all required permits have been obtained. Granite is scheduled to begin bidding the week of December 4, 2023. It is anticipated that the bidding support phase of work will be completed by January 31, 2024.

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.

The current Amendment 8 is included as Attachment A.

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 1/31/2024 to provide bidding support to the CMAR for this project.

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. ATTACHMENT A - 2023-12-01 Amendment 8 to Effluent Storage Tank -

Extension of Time

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. 8
TO SHORT FORM AGREEMENT DATED JUNE 9, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
JACOBS ENGINEERING GROUP, INC.**

This Amendment No. 8 to the Short Form Agreement dated June 9, 2021 (“Amendment”) is made and entered into as of December 13, 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, June 30, 2022, and June 14, 2023 (“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.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to extend date of completion of the work to January 31, 2024.
- 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.** The Services contemplated by the Original Agreement are to be completed by January 31, 2024. This extension 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. **Compensation.** There is no change in compensation due to Consultant pursuant to 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: _____
Kate S. Nelson, P. E.
Interim Director of Public Works

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

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

Date

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