

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Kate Nelson, P.E. & WRS
Engineering Manager

SUBJECT: Award a cost increase Amendment to the Emergency Construction Contract for Reconstruction of Sewer Pump Station 13 – Fund: Utilities; Vendor: Burt & Burt Inc., in the amount of \$8,467, plus a 10% contingency of \$850, for a total of \$9,317.

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

DATE: March 30, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Award a cost increase Amendment to the Emergency Construction Contract for Reconstruction of Sewer Pump Station 13 – Fund: Utilities; Vendor: Burt and Burt, Inc., in the amount of \$8,467.00, plus a 10% contingency of \$850, for a total of \$9,317.
2. Authorize Staff to execute the Contract Amendment.

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

On Sunday, February 21, 2021 at 10:00 a.m. a vehicle crashed into Sewer Pump Station (SPS) 13, destroying all of the electrical control panels and power box. A repair was made the next day by San Joaquin Electric (SJE) to provide temporary power to one of the pumps at the sewer station. Separate contracts for permanent repairs with SJE (\$89,500) and Burt & Burt, Inc. (\$12,000) were approved by the Board for the permanent repairs on March 24, 2021. SJE was to provide and install a new electrical control panel and power box. While Burt & Burt was to complete the required demo work, re-pour the concrete pad, install bollards, and replace the damaged shade structure.

Due to the anticipated long lead times, SJE ordered the electrical switchgear shortly after the approval of their proposal. Submittals for the electrical gear were received July 2021 and the order was placed. Due to actual supply chain issues, the electrical gear was not delivered to SJE until November 2021. SJE assembled the gear and it is ready for installation.

Since receiving Burt & Burt's proposal in March of 2021, cost of materials, labor, and fuel have greatly increased. As part of the design process, it was determined that NV Energy requirements have changed since SPS 13 was first installed. The additional increase in Burt & Burt's contract not only reflects the inflationary increases in materials, labor, and fuel but also covers the additional requirements by NV Energy. IVGID received an updated proposal from Burt & Burt on March 8, 2022 with a total increase of \$8,467 (Attachment A). Upon Board of Trustees approval, Staff will issue a notice to proceed to Burt & Burt to facilitate the required repairs.

IVGID Staff have been working with our insurance company to ensure a claim for this work can be processed.

As stated above, the temporary repair to SPS 13 only provides power to one (1) pump. Standard operating procedures ensure that pump stations operate utilizing two pumps to prevent sewer overflows. Due to SPS 13's location, if a sewer overflow were to occur, it is highly probable that raw sewage would enter Lake Tahoe. The planned repairs will return the pump station to normal operation.

Award a cost increase Amendment to the Emergency Construction Contract for Reconstruction of Sewer Pump Station 13 – Fund: Utilities; Vendor: Burt and Burt, Inc., in the amount of 8,467.00, plus a 10% contingency of \$850, for a total of \$9,317.



IV. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute (NRS) 338.001 as described in subsection (b) Awarded to meet an emergency which results from a natural or artificially created disaster and which threatens the health, safety or welfare of the public.

V. FINANCIAL IMPACT AND BUDGET

The table below presents the anticipated expenditures for reconstruction of SPS 13.

Task	Cost
San Joaquin Electric	\$89,500
Burt and Burt, Inc.	\$12,000
Burt & Burt cost increase plus 10% contingency	\$9,317
IVGID staff expenses incurred through 3/11/22	\$29,411
Anticipated additional IVGID staff expenses	\$7,500
SPS 13 Reconstruction Total	\$147,728

Staff will use existing appropriations pending anticipated reimbursement from the insurance claim.

Award a cost increase Amendment to the Emergency -4-
Construction Contract for Reconstruction of Sewer
Pump Station 13 – Fund: Utilities; Vendor: Burt and
Burt, Inc., in the amount of 8,467.00, plus a 10%
contingency of \$850, for a total of \$9,317.

March 30, 2021

VI. ALTERNATIVES

None proposed.

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:

- Attachment A – Amendment 1; Burt and Burt, Inc.

**AMENDMENT NO. 1
TO SHORT FORM AGREEMENT DATED APRIL 30, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BURT & BURT, INC.**

This Amendment No1 to the Short Form Agreement dated April 30, 2021 (“Amendment”) is made and entered into as of **date** by and between the Incline Village General Improvement District (“District”) and Burt & Burt, Inc., a domestic corporation (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** On April 30, 2021, the Parties have entered into Short Form Agreement for emergency repairs to the District’s Sewer Pump Station 13 (“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 include a cost increase for the work to reflect inflationary increases in materials, labor and fuel, and also cover the cost of additional requirements made by NV Energy.

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. **Compensation:** Amount of Compensation for this Amendment will be Eight Thousand Four Hundred Sixty-Seven Dollars (\$8,467.00), with payment to Contractor per Article 6 of the Original Agreement.
- 3. **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.
- 4. **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.
- 5. **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:
Burt & Burt, 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.

BURT & BURT, INC.

IVGID Sewer Pump Station #13 Repair Proposal

Item of Work	Materials	Equipment	Labor Trade	Labor Hours	Labor Rate	Labor Total Cost
Demo Existing Roof Structure & Concrete Pad (\$2,505)	\$390	\$615	Laborer	10	\$75	\$750
			Laborer	10	\$75	\$750
Form and Pour New Concrete Pad Base (\$2,483)	\$1,040	\$315	Laborer	6	\$94	\$564
			Laborer	6	\$94	\$564
Backfill 3/4" Base & Compact (\$2,455)	\$1,200	\$315	Laborer	5	\$94	\$470
			Laborer	5	\$94	\$470
Roof Structure Concrete Footings (\$3,231)	\$1,600	\$315	Laborer	7	\$94	\$658
			Laborer	7	\$94	\$658
Roof Steel Material & Welding (\$5,442)	\$3,840	\$620	Laborer	3	\$94	\$282
			Welder	4	\$175	\$700
Service Truck, Labor, Cleanup (\$2,019)		\$1,029	Laborer	10	\$90	\$900
Install electrical pull box and conduits (\$4,422)	\$2,480	\$720	Laborer	13	\$94	\$1,222
Totals	\$10,550	\$3,929				\$7,988

Total Estimate Based On Time & Material \$22,467

Already paid for demo work \$2,505

Remaining to be paid upon completion of work \$19,962

Note: Invoices provided to IVGID for all materials to meet insurance requirements

Signed: 

Date: March 8 2022

Print:

Date: 3-8-2022

Proposal Accepted by IVGID 

