

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Kate Nelson, Interim Public Works Director, Jim Youngblood, Utilities Superintendent

SUBJECT: Review, discuss and possibly approve the Amendment to the current Agreement for Professional Services - 2023/24 Operating Fund: Public Works; Utilities; Sewer and Water; General Ledger #20002223-7330 and 20002225-7330; Vendor: Jacobs Engineering Group Inc., in the amount of \$12,000.00. (Requesting Staff Member: Interim Public Works Director Kate Nelson).

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. Maintain, renew, expand and enhance district infrastructure to meet the capacity needs and desires of the community for future generations.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Ordinance No. 2 – Sewer Ordinance, Ordinance No. 4 – Water Ordinance, Purchasing Policy for Goods and Services 21.1.0.

DATE: February 28, 2024

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve Amendment 1 to the Professional Services Agreement with Jacobs for the total amount of \$12,000.00.
2. Direct the Interim Director of Public Works to sign and execute the Agreement.

II. BACKGROUND

Jacobs has provided the District with Supervisory Control and Data Acquisition (SCADA) and technical support for the Burnt Cedar Water Disinfection Plant (BCWDP), Water Resource Recovery Facility (WRRF), water and wastewater pumping facilities since 2010. During this time, the District did not have a SCADA technician on staff. In November 2021, the District hired a full-time SCADA technician who worked with Jacobs and was trained in the ongoing operations of the District's BCWDP, WRRF and water and sewer pump stations, SCADA Systems.

In November 2023, the District's SCADA technician resigned. Therefore, due to the separation with this employee, for continuity of services, the District will be increasing its reliance on Jacobs. The original agreement with Jacobs was exempt from competitive solicitation for the following reasons: Purchasing Policy for Goods and Services Policy 21.1.0 Subsection 2.2.4 and 3.0 and NRS 332.115.1.(b). The SCADA technician position remains vacant. However, Public Works will be actively recruiting for this position soon. The District currently can no longer perform tasks in-house, so an amendment is required to increase Jacobs contract through the end of this fiscal year.

Jacobs will continue to provide upgrades to control systems at BCWDP, SCADA troubleshooting and programming for all water and wastewater sites, technical support services, including patching, upgrading and license management associated with the ongoing operation of IVGID's BCWDP and WRRF. Jacobs will also provide formal documentation of all engagements, including resolutions and recommendations, following standard change management with the District's IT Director and the Utilities Superintendent.

In accordance with Board Policy 3.1.0., Subsection 0.4, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District's FY 2023/24 Operating Budget within the Utility Division 200 Fund.

III. BID RESULTS

The original contract is in compliance with the District's Purchasing Policy for Goods and Services, Policy 20.1.0 Subsection 2.2.4 and 3.0 and NRS 332.115.1 (b). The recommended contract amendment is not subject to competitive solicitation.

IV. FINANCIAL IMPACT AND BUDGET

This purchase will be paid out of the approved FY 2023/24 Operating Budget.

V. ALTERNATIVES

The District Board of Trustees may defer or delay the approval of this Amendment. This may put the District at risk of not being able to monitor water and wastewater sites and make control adjustments.

VI. COMMENTS

In conclusion:

1. Jacobs Engineering Group Inc., provides the District with SCADA and technical support for the BCWDP, the WRRF, water and wastewater pumping facilities.
2. The proposed work is planned, budgeted and funded through the Public Works Sewer and Water Operating Budget.
3. The Amendment between the District and Jacobs has been reviewed and approved by District 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. Amendment 1 - Professional Services Agreement

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT DATED MAY 1, 2023
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
JACOBS ENGINEERING GROUP, INC.**

This Amendment No. 1 to the Professional Services Agreement dated May 1, 2023 (“Amendment”) is made and entered into as of February 29, 2024, by and between the Incline Village General Improvement District (“District”) and Jacobs Engineering Group, Inc., a Delaware Corporation (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** On May 1, 2023, the Parties entered into a Professional Services Agreement for on-call engineering services, outlined in Section 3.1.1 of the Original Agreement (“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 the Term of Service to June 30, 2024 and increase the total contract Compensation to a not to exceed amount of \$32,000.00 (an increase of \$12,000.00 from the current not to exceed amount of \$20,000.00 as provided in the Original Agreement).
- C. **Amendment Authority.** This Amendment is authorized pursuant to Sections 3.1.2 and 3.5.15 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. **Term.** This Amendment extends the term of the original Agreement from April 30, 2024 to June 30, 2024 to allow Consultant to continue to perform the work set forth in Section 3.1.1 of the Original Agreement as requested by the District.
- 3. **Compensation:** Amount of Compensation to be added with this Amendment will be Twelve Thousand Dollars (\$12,000.00), with payment to Consultant per Article 3 of the Original Agreement. This will bring the contract total to a not to exceed amount of \$32,000.00.
 - a. Billing rates will be as shown on Exhibit A to this Amendment, Consultant’s 2024 Rate Schedule.
- 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:

Kate Nelson, P. E.
Acting Director of Public Works

Date


Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

CONTRACTOR:
Jacobs Engineering Group
Agreed to:

By:



Signature of Authorized Agent
John Schoonover, Manager of Projects

Print or Type Name and Title
2/15/2024

Date

**EXHIBIT A
CONSULTANT'S 2024 RATE SCHEDULE**

**Jacobs
2024 Rate Schedule
Professionals and Technicians*
Hourly Billing Rates**

Classification	2024 Rate
Principal Project Manager	\$258
Sr. Technologist*/Sr. Project Manager	\$242
Engineer Specialist*/Project Manager	\$215
Project Engineer*	\$200
Associate Engineer*	\$175
Staff Engineer 2*	\$155
Staff Engineer 1*	\$134
Engineering/Environmental Tech 5	\$170
Engineering/Environmental Tech 4	\$155
Engineering/Environmental Tech 3	\$134
Engineering/Environmental Tech 2	\$113
Office/Clerical/Accounting	\$93

Notes:

1. A markup of 10% will be applied to all other Direct Costs and Expenses.
2. Rate schedule subject to annual revision to reflect current rates.

*Includes engineering, consulting, planner, and scientist disciplines