

**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Karen Crocker, Interim District General Manager / Director of Parks and Recreation**FROM:** Kate Nelson, Director of Public Works**SUBJECT:** Review, Discuss and Approve a Contract Extension of Time with Jacobs for the Effluent Storage Tank CIP# 2599SS2010 Project. (Requesting Staff Member: Director of Public Works Kate Nelson) - pages 361 - 364**RELATED FY 2023 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.

**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:** November 13, 2024**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Authorize Staff to Execute Amendment 11 to the Services Agreement and Approve a Contract Extension of Time 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 ten (10) times to reflect changes in either scope and/or time. The most recent Amendment 10 was approved as Item E.3(#2) at the March 28, 2024 Bord meeting. The current Amendment 11

extends the completion date for conclusion of final administration construction services by June 30, 2025.

Currently, the project is nearing completion, although seasonal temperature restrictions and related risks to final painting of the storage tank have delayed final completion until spring of 2025. The risk of freezing temperatures at night could cause the finish paint layer to fail and peel off the tank. Therefore, the tank will not be completely finished in 2024 and Staff recommends keeping the design consultant and engineer of record under contract until the final task and punch list can be completed.

NOTE: the lack of final painting does not prohibit the District use of the new tank through the winter months. The new storage tank is on line as of November 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 proposed Amendment 11 is included as Attachment 1.

### **III. BID RESULTS**

There are no bid results associated with this item; the extension is a no-cost change to the terms of the agreement.

### **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 June 30, 2025 to provide construction administration support for this project.

District legal counsel has reviewed and approved this contract extension as to form.

### **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. 2024-11-06 Amendment 11 to Effluent Storage Tank - Extension of Time

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

**AMENDMENT NO. 11  
TO SHORT FORM AGREEMENT DATED JUNE 9, 2021  
BETWEEN  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
AND  
JACOBS ENGINEERING GROUP, INC.**

This Amendment No. 11 to the Short Form Agreement dated June 9, 2021 (“Amendment”) is made and entered into as of November 14, 2024 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, June 14, 202, December 13, 2023, February 13, 2024, and March 28, 2024 (“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 June 30, 2025. The amendment for an extension of time is required because final completion of construction activities for the project has been delayed until spring of 2025.
- 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 time for completion of the Services in the Original Agreement, as subsequently amended, is extended from November 30, 2024 to June 30, 2025. Jacobs shall complete all tasks and subtasks, including those in Task 1 and Task 2 (per Amendment 10) no later than such date.
- 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:**

By:

\_\_\_\_\_  
Kate S. Nelson, P. E.  
Director of Public Works

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

\_\_\_\_\_  
*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:**  
**Jacobs Engineering Group, Inc.**  
**Agreed to:**

By:

  
\_\_\_\_\_  
*Signature of Authorized Agent*  
John Schoonover, MoP

\_\_\_\_\_  
*Print or Type Name and Title*

11 October 2024

\_\_\_\_\_  
*Date*

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

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