

City of Carson City
Agenda Report

Item # 4-2

Date Submitted: February 26, 2008

Agenda Date Requested: March 6, 2008
Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to approve Amendment No. 3 for Contract No. 2006-094 Open Space Wetland Rehabilitation Project with Wood Rodgers, Inc. for a not to exceed amount of \$26,540 to be funded from the Open Space Rafferty Wetland Mitigation Account No. 254-5047-452-7850 in the amount of \$6,243 and from the Maintenance Account No 254-5047-452-0450 in the amount of \$20,297 as provided in FY 2007/2008.

Staff Summary: On October 19, 2006, the Board of Supervisors approved Contract No. 2006-094 Open Space Wetland Rehabilitation Project with Woods Rodgers, Inc. for a not to exceed amount of \$92,620 for the design of improvements to the Lompa Lane Wetlands. On February 26, 2007, Amendment No. 1 was issued to extend the time of completion from April 30, 2007 to June 30, 2008. On October 28, 2007, the Board of Supervisors approved Amendment No. 2 for a not to exceed amount of \$8,245.00 to include a landscaping concept, design on Northridge Drive and allow for 100% design. With this Amendment No. 3 the consultant will have funding needed to complete the design to 100%, apply for grants from NDEP for construction, and provide any last minute revisions that may be needed after the permit review process.

Type of Action Requested: (check one)

- Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Amendment No. 3 for Contract No. 2006-094 Open Space Wetland Rehabilitation Project with Wood Rodgers, Inc. for a not to exceed amount of \$26,540 to be funded from the Open Space Rafferty Wetland Mitigation Account No. 254-5047-452-7850 in the amount of \$6,243 and from the Maintenance Account No 254-5047-452-0450 in the amount of \$20,297 as provided in FY 2007/2008.

Explanation for Recommended Board Action: This is a professional services contract. This consultant was originally selected using the guidelines of NRS as indicated below.

Applicable Statute, Code, Policy, Rule or Regulation: Architects, Engineers and Surveyors are considered professional services contracts pursuant to the requirements of N.R.S., Chapters 332 and 625; therefore, a formal bidding process is not required.

Fiscal Impact: Not to exceed an additional amount of \$26,540.00.

Explanation of Impact: If approved the above referenced accounts could be decreased by and additional amount of \$26,540.00.

Funding Source:

Rafferty Wetland Mitigation Account 254-5047-452-7850 as provide for in FY 2007/2008

Balance as of 2/21/08	\$6,243.00
Less this Amendment	\$6,243.00
Ending Balance	\$0.00


Maintenance Account 254-5047-452-0450 as provided for in FY 2007/2008

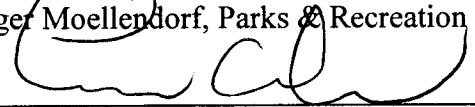
Balance as of 2/21/08	\$290,000.00
Less this Amendment	\$20,297.00
Ending Balance	\$269,703.00


Alternatives: Not to approve the amendment.

Supporting Material: Amendment No. 3, Scope of Work from Wood Rodgers.

Prepared By: Sandy Scott, Management Assistant

Reviewed By:  Date: 2/26/08
Roger Moellendorf, Parks & Recreation Director

 Date: 2/26/08
Larry Werner, City Manager

 Date: 2/26/08
District Attorney's Office

 Date: 2/26/08
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

(Vote Recorded By)

AMENDMENT NO. 3

Contract No. 2006-094

THIS AMENDMENT is made and entered into this 6th day of March, 2008, by and between the City and County of Carson City, of the State of Nevada, hereinafter referred to as the "**CITY**", and Wood Rodgers, Inc., hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as "**CONTRACT # 2006-094**", and titled "**Open Space Wetland Rehabilitation Project**", hereinafter referred to as "CONTRACT #2006-094."

WITNESSETH:

WHEREAS, the **CITY** and **CONSULTANT** desire to amend **CONTRACT** to provide **CONSULTANT** authorization to perform the additional work and to compensate **CONSULTANT** for the additional work; and

WHEREAS, said amendment is at the request of both **CITY** and **CONSULTANT**, and that significant benefit will be derived by the City from said amendment;

NOW, THEREFORE, in consideration of the mutual promises contained herein, **CITY** and **CONSULTANT**, by and through their respective authorized representatives hereby agree to:

1. Amend Paragraph 1.1 of **CONTRACT #2006-094** to provide in its entirety as follows:
 - 1.1 See attached proposal from **CONSULTANT** dated January 25, 2008.
2. Amend Paragraph 2.1 of **CONTRACT #2006-094** to provide in its entirety as follows:
 - 2.1 **COSULTANT** shall complete the **Scope of Work** on or before June 30, 2008. The contract may be terminated after this date by either party giving five (5) days written notice tot terminate the contract.
3. Amend Paragraph 3.2 of **CONTRACT #2006-094** to provide in its entirety as follows:
 - 3.2 **CITY** shall pay **CONSULTANT** compensation based upon time and materials not to exceed a maximum amount of One Hundred Twenty Seven Thousand Four Hundred Five Dollars and No Cents (\$127,405.00).

IT IS ALSO AGREED, that all unaffected conditions, requirements and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

AMENDMENT NO. 3

Contract No. 2006-094

4 ACKNOWLEDGMENT AND EXECUTION:

CARSON CITY

Finance Director
Attn: Sandy Scott, Management Assistant
201 North Carson Street, Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 X 30137
Fax: 775-887-2107
sscott@ci.carson-city.nv.us

By: 

SANDY SCOTT
Management Assistant

DATED: 2/26/08

CITY'S DEPARTMENT

I certify that the funds are available for this project.

FUNDING SOURCE: 254-5047-452-7850
254-5047-452-0450

BUDGET ALLOCATION: \$127,405.00

BY: Roger Moellendorf, Director
Parks and Recreation
3303 Butti Way, Building #9
Carson City, NV 89701
Telephone: 775-887-2363
Fax: 775-887-2154
RMoellendorf@ci.carson-city.nv.us



(Signature)

DATED 2/26/08

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this contract and approve as to its legal form.

By: 
Deputy District Attorney

DATED: 2-26-08

PROJECT CONTACT PERSON:

Juan Guzman, Open Space Manager
Telephone: 775-887-2363

AMENDMENT NO. 3
Contract No. 2006-094

Undersigned says: That he is the **CONTRACTOR**; that he has read the foregoing Contract Amendment; and that he understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Mark Gookin

TITLE: Principal

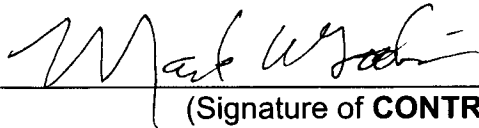
FIRM: Wood Rodgers, Inc.

CARSON CITY BUSINESS LICESNE#: 08-5055

Address: 680 W. Nye Lane, Suite 204

CITY: Carson City **STATE:** Nevada **ZIP CODE:** 89703

E-mail Address: MGookin@woodrogers.com



(Signature of **CONTRACTOR**)

DATED: 2/29/08

AMENDMENT NO. 3
Contract No. 2006-094

5 CONTRACT ACCEPTANCE AND EXECUTION:

5.1 The Board of Supervisors for Carson City at their publicly noticed meeting of March 6, 2008, approved the acceptance of the attached contract amendment hereinbefore identified as **CONTRACT No. 2006-094** and titled "**Open Space Wetland Rehabilitation Project**". Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada, to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

MARV TEIXEIRA, MAYOR

DATED this 6th day of March 2008

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 6th day of March 2008

***** END OF DOCUMENT *****

January 25, 2008

Mr. Juan Guzman
Open Space Program Manager
Carson City Parks & Recreations Department
3505 Butti Way, suite 9
Carson City, NV 89701

**Re: Proposal for Professional Services Contract Amendment No 3
Carson City Wetlands Enhancement, Contract No 2006-094**

Dear Juan,

Pursuant to our meeting on January 22, 2008, the following is being submitted as requested. In addition, during that meeting you voiced some concerns regarding this project and how there never seems to be ample budget to do it. Well, that also raised some concern with me as well. I have not had adequate time to do a breakdown by dollars, however a few things come to mind that have been unique with this project.

This project has been evolving as Carson City and Wood Rodgers progressed with conceptual planning (what do we want, what do we want it to look like, what does everyone else want – adjacent property surveys); site specific data collection (formal wetland delineation, soils data, water quality data); coordination of project design for Lompa Lane (Public Works) and the Open Space Project; the introduction of landscaping concepts near final design plan completion (including power requirements and irrigation requirements); and finally the seeking of construction funding (grant applications/proposals). All of which has been integral to the design that we are familiar with and the potential of obtaining construction funding through grants. I am confident that Wood Rodgers has been as efficient as possible in assisting Carson City with this project. I do distinctly remember telling your Committee that our last budget amendment request would be “all that was needed to finish this up – get to 100% design plans” – that was before the introduction of a landscaping concept and design on the Northridge piece. – Had that input not been brought forward, the project would not be all that it is that makes it so good.

Having said all of that, I believe now that we have uncovered all potential concepts that could be included in the evolution of this project and, yes the following tasks have been developed at your request to take us to the finish line – 100% design. Our proposed scope of work is as follows:

1.0 NDEP Non-Point Source NPS Grant Proposal

On behalf of Carson City, Wood Rodgers will coordinate with NDEP regarding project eligibility and will prepare a Grant Proposal in accordance with the Grant Application Guidelines. The Grant Proposal includes Phase 1, 2, and 3.

Subtotal

\$4200

2.0 Seek Additional Options for Construction Funding/Grant Match Funds

Wood Rodgers will seek other grant funding opportunities such as the NRCS Wildlife Habitat Incentives Program and the Wetland Reserve Program to determine eligibility. If this project is eligible, Wood Rodgers will prepare grant application/proposal documents.

Subtotal

\$2500

3.0 Subconsultant Landscape Design for Northridge Phase 1 & Construction Management

Wood Rodgers shall coordinate with Sandra Wendell Landscape Architects as requested by Carson City to have developed landscape plans and specifications for this project.

Subtotal **\$10,840***

*Wood Rodgers does not mark up subconsultant invoices.

4.0 Provide Design Services for Irrigation and Power for Northridge Phase 1 Landscaping

Wood Rodgers shall coordinate with Sandra Wendell Landscape Architects in redesign of the water service connection and water meter hook up, as well as power hook up and demand.

Subtotal **\$5,000**

5.0 Respond to Carson City Building Department plan review comments for the full project.

Wood Rodgers shall coordinate with Carson City to address submittal review comments related to minor changes and issues regarding the trails, grading, and parking area as shown on the plan sets for Phase 1, 2, and 3.

Subtotal **\$3,000**

6.0 US Army Corps of Engineers Pre-Construction Notification to obtain Authorization under Nationwide Permit 27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities

Wood Rodgers shall prepare a PCN in compliance with the NWP Summary.

Subtotal **\$1000**

Total of Proposal **\$ 26,540 T&M**

Special Conditions & Items needed:

1. Client to supply current supporting documentation.
2. Our proposal is based on a logical sequence of design and construction. One set of improvement plans will be prepared as proposed above for reproduction as needed by the City.
3. Client is responsible for obtaining any required off-site right of entries, easements or right-of-way unless instructed otherwise.
4. Construction staking shall is not included unless stated otherwise.
5. Any cost estimates prepared represent preliminary amounts that are subject to change. Wood-Rodgers, Inc. will not assume responsibility for the use of these costs in budget analysis or be held liable for potential development cost increases associated with the development of this project.
6. All submittal, plan check and processing fees to be paid by the client.
7. Site testing and inspection is not included unless stated otherwise.

We believe this proposal accurately defines the scope of work as outlined and requested by you. To authorize this work, please return a signed copy of this proposal.

We have included Exhibit "A" Wood Rodgers Invoicing, Payment & Liability Policies as a part of this proposal. Time and Materials work and for Client requested changes affect the scope of work will be based upon Wood Rodgers 2007 Rate Schedule.

Our proposal is based on knowledge of the project at its current status. The client is responsible for payment of all agency fees. Copying, Blueprinting and Reprographics will be billed at cost. Deliveries will be billed as T&M.

Thank you for the continued opportunity to work with the Carson City Opens Space Program. We are confident we will provide the quality and timeliness of professional services needed to make this a successful project. Should you have any questions or require additional information, please contact the undersigned.

Sincerely,

Wood Rodgers Inc.



Leslie M Burnside
Associate
Program Manager -Environmental

Exhibit "A"
WOOD RODGERS, INC. INVOICING PAYMENT & LIABILITY POLICIES

1. "Reimbursable expenses" are not included in proposal costs, and shall include actual expenditures made by Wood Rodgers Inc. in the performance of its services (blueprints, reproductions, etc.) and shall be billed at the actual cost to Wood Rodgers, Inc.
2. Invoices are submitted monthly by Wood Rodgers, Inc, Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within thirty (30) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers, Inc. may choose to suspend work upon ten- (10) days written notice to Client. Wood Rodgers, Inc. shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers, Inc. recognize the risks, rewards and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, Wood Rodgers, Inc. total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability of \$61,500. Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitutes the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

EXHIBIT "B"

WOOD RODGERS, INC.

**NEVADA
FEE SCHEDULE
Effective January 1, 2007**

CLASSIFICATION	STANDARD RATE
Principal Engineer/Surveyor/Planner-II	\$185
Principal Engineer/Hydrogeologist/Surveyor/Planner	\$150
Engineer/Surveyor/Planner-III	\$125
Engineer/Hydrogeologist/Surveyor/Planner-II	\$115
Engineer/Surveyor/Planner-I	\$95
Assistant Engineer	\$85
Construction Project Manager	\$95
Cad Technician-III	\$95
Cad Technician-II	\$85
Cad Technician-I	\$75
Field Technician II	\$80
Field Technician I	\$70
Lab Technician II	\$75
Lab Technician I	\$65
Clerical/Administrative Assistant	\$60
2-Person Survey Crew	\$160
3-Person Survey Crew	\$220
Truck and Field Test Equipment	\$5
Materials & Direct Charge	Invoice Plus 10%
Overtime Work	Rate Plus 50%

Blueprints, reproductions, and outside services and consultants will be charged at vendor invoice. Auto mileage will be charged at 48.5 cents per mile.

Fee Schedule subject to change January 1, 2008.