

Item # 8-30

City of Carson City
Agenda Report

Date Submitted: March 19, 2010

Agenda Date Requested: April 1, 2010

Time Requested: Consent

Lab@commissioner PWP # CC-2010-100

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to accept Public Works recommendation to approve Amendment No. 1 to Contract No. 0910-125 with El Camino Construction Company titled "North-South Water Transmission Main Project Phase-I" to expand the scope of work and increase the contingency in an amount not to exceed \$198,776.18 from the ARRA/E. Fifth Tran Water Main as provided for in FY2009/2010. (Sandy Scott)

Staff Summary: On January 21, 2010, The Carson City Board of Supervisors approved the above listed project in the amount of \$1,991,106.00 plus a contingency amount of \$299,000.00. This request to amend the contingency in an amount not to exceed \$198,776.18 is for an increase to add fiber optic conduit to connect Carson City water infrastructure SCADA systems for maximum efficiency and security.

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 accept Public Works recommendation to approve Amendment No. 1 to Contract No. 0910-125 with El Camino Construction Company titled "North-South Water Transmission Main Project Phase I" to expand the scope of work and increase the contingency in an amount not to exceed \$198,776.18 from the ARRA/E. Fifth Tran Water Main as provided for in FY2009/2010. (Sandy Scott)

Explanation for Recommended Board Action: Staff recommends amending contract 0910-125 with El Camino Construction Company to provide additional fiber optic conduit to connect all Carson City water infrastructure SCADA systems. The planned expansion and complexity of the City's water system requires a corresponding expansion of the SCADA system via fiber optics. This is necessary to ensure appropriate water delivery, water pressures and remote system monitoring for security purposes.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 338 Public Works

Fiscal Impact: Not to exceed an additional \$198,776.18 for a total of \$2,488,882.18

Explanation of Impact: If approved the below referenced account could be decreased by an additional \$198,776.18.

Funding Source: Water Fund Account ARRA/E Fifth Tran Water Main

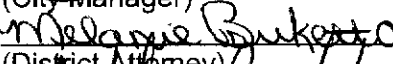
Alternatives: Do not approve amendment and provide other direction.

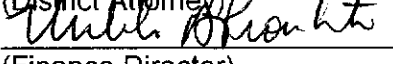
Supporting Material: Contract Amendment No. 1

Prepared By: Sandy Scott, Purchasing and Contracts Coordinator

Reviewed By:  Date: 3-23-10
(Public Works)

 Date: 3/23/10
(City Manager)

 Date: 3-23-10
(District Attorney)

 Date: 3-23-10
(Finance Director)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

EL CAMINO CONSTRUCTION COMPANY, INC.3072 Research Way #54
Carson City, NV 89706HDR
Mr. Rick Cooley, P.E.
Project Manager
9805 Double R Blvd, Suite 101
Reno, Nevada 8952115 March 2010
ECC 04R2Project: North South Water Transmission Main Phase 1
Subject: Response to RFQ #3

Dear Rick,

Please find following El Camino Construction breakdown of the material, labor, and equipment prices provide earlier. Prices have been based on El Camino's current material suppliers, Ferguson Waterworks and Jensen Precast. Breakdown is as follows:

Item #1 4" PVC Conduit unit price \$7.00 per ft

Conduit unit price	\$2.00/lf	\$47,200.00
Non Det Warning Tape	\$39.00/roll	\$ 936.00
Mule Tape	\$ 225.00/bucket	\$ 2,475.00
Tracer Wire	\$200.00/roll	\$ 2,200.00
Sweeps 90 and 45 Degree	\$ 14.00/ea	\$ 1,680.00
Couplers/glue/misc	\$ 1,800.00	\$ 1,800.00
Concrete for bends/caps	\$1,500.00	\$ 1,500.00
Bedding sand for exc	\$4.00/ton	\$ 2,400.00
Cold mix	\$95.00/ton	\$ 3,800.00
Trench jacks/plates	\$1,500.00	\$ 750.00

Subtotal materials		\$64,741.00
Sales tax		\$ 4,693.72
15% markup and overhead		\$10,415.21
Total Costs		\$79,849.93

Labor costs for the conduit are as follows:

1,188 hrs labor	@ \$38.00	\$45,144.00
80 hrs Operator	@ \$59.00	\$ 4,720.00
120 hrs Driver	@ \$30.00	\$ 3,600.00

Subtotal Labor	\$53,464
15% Overhead	\$ 8,019.60
Total Labor	\$61,483.60

EXHIBIT A

The cost for the #7 and #9 pull boxes are as follows:

	# 9 boxes		#7 boxes
Boxes	10ea @\$235.00	\$2,350.00	8ea @ \$190.00 \$1,520.00
Extension	20ea @\$126.00	\$2,520.00	16ea@ \$ 95.00 \$1,520.00
Lids	10ea @\$550.00	\$5,500.00	8ea @\$210.00 \$1,680.00
Sweeps	80ea @ \$ 14.00	\$1,120.00	64ea@\$14.00 \$896.00
Concrete collars	10ea @\$150.00	\$1,500.00	8 ea@\$150.00 \$1,200.00
Concrete Sweeps	80ea @\$ 5.00	\$ 400.00	64ea@ \$5.00 \$ 320.00
Subtotal		\$13,390.00	\$7,136.00
Sales tax		\$ 970.78	\$ 517.36
Overhead/profit		\$ 2,154.12	\$1,148.00
Totals		\$16,514.89	\$8,801.36
Labor	160 hrs @ \$38.00	\$6,080.00	128hrs @\$38.00 \$ 4,864.00
Operator	160 hrs @\$59.00	\$9,440.00	128hrs @\$59.00 \$ 7,552.00
Sub Total Labor		\$15,520.00	\$12,416.00
15% profit		\$ 2,328.00	\$ 1,862.40
Total		\$17,848.00	\$14,278.40

Once again thank you for your co operation concerning this matter and if you need any additional information please contact me at (775) 770-0122

Sincerely,

Danny Selmi
El Camino Construction, Inc

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0910-125**

THIS AMENDMENT is made and entered into this 1st day of April, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and **EI Camino Construction Company**, hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 0910-125**.

WITNESSETH:

WHEREAS, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT #0910-125** the **CITY** requested additional tasks of the **CONTRACTOR** that were not within the original *Scope of Work* of the **CONTRACT**; and

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

WHEREAS, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

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

1 **CONSULTANT** shall provide and perform the following additional services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

2 Amend Compensation of **CONTRACT # 0910-125** to provide in its entirety as follows:

City agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of Two Million, Four Hundred Eighty-Eight Thousand, Eight Hundred Eighty-Two Dollars and Eighteen Cents (\$2,488,882.18), which is an increase to the original contract amount by One Hundred Ninety-Eight Thousand, Seven Hundred Seventy-Six Dollars and Eighteen Cents (\$198,776.18).

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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0910-125**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Sandy Scott, Purchasing &
Contracts Coordinator
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

By: 
SANDY SCOTT

DATED 3-23-10

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 3-23-10

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887- Ext. 30367
Fax: 775-887-2164
ABurnham@ci.carson-city.nv.us

By: 

DATED 3-23-10

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0910-125**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 1, 2010 approved the acceptance of **CONTRACT No.0910-125** and titled "North-South Water Transmission Main Project-Phase I". 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

ROBERT L. CROWELL, MAYOR

DATED this 1st day of April, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 1st day of April, 2010.