

**Carson City Board of Supervisors  
Agenda Report**

**Date Submitted:** February 3, 2011

**Agenda Date Requested:** February 17, 2011  
**Time Requested:** Consent

**To:** Mayor and Supervisors  
**From:** Purchasing and Contracts

**Subject Title:** Action to Amend Contract No. 0910-203 Engineering Services for the Saw Mill Canyon Pipeline and Water Delivery Project with Black and Veatch to extend the Contract Term, increase the Scope of Work to include Final Tank and Pipeline Design Services, Quarterly Status Reporting to the Environmental Protection Agency and to increase the Contract amount from \$397,841.00 to \$597,670.00 from the Water Fund Account as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

**Staff Summary:** If approved, the Scope of Work of this contract will be to provide Final Tank and Pipeline Design Services and Quarterly Status Reports to the Environmental Protection Agency. This contract for Phase III activities is \$199,829.00.

**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 Amend Contract No. 0910-203 Engineering Services for the Saw Mill Canyon Pipeline and Water Delivery Project with Black and Veatch to extend the Contract Term, increase the Scope of Work to include Final Tank and Pipeline Design Services, Quarterly Status Reporting to the Environmental Protection Agency and to increase the Contract amount from \$397,841.00 to \$597,670.00 from the Water Fund Account as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

**Explanation for Recommended Board Action:** Staff recommends amending contract 0910-203 with Black and Veatch to provide Final Tank and Pipeline Design Services and Quarterly Status Reports to the Environmental Protection Agency.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 625.530

**Fiscal Impact:** Increase in the contract amount by \$199,829.00

**Funding Source:** Water Fund Account 520-3505-435-7803 as provided in FY 2010/2011.

**Prior Board Approval:** Original Contract was approved August 5, 2010 in the amount of \$616,364.00. Amendment No. 1 was approved August 19, 2010 reducing the contract by \$429,564.00. Amendment No. 2 was approved December 15, 2010 increasing the contract by \$211,041.00.

**Alternatives:** Provide other direction.





**Supporting Material:** Contract Amendment No. 3 and Exhibit D

**Prepared By:** Sandy Scott-Fisher, Purchasing and Contracts Coordinator

**Alternatives:** Provide other direction.

**Supporting Material:** Contract Amendment No. 3 and Exhibit D

**Prepared By:** Sandy Scott-Fisher, Purchasing and Contracts Coordinator

**Reviewed By:**   
(Public Works)  
  
(City Manager)  
  
(District Attorney)  
  
(Finance Director)

Date: 2-7-11  
Date: 2/8/11  
Date: 2/7/11  
Date: 2/8/11

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Amendment No. 3**  
**Contract No. 0910-203**  
**Engineering Services for the Saw Mill Canyon Pipeline**  
**and Water Delivery Project**

**THIS AMENDMENT** is made and entered into this 17<sup>th</sup> day of February, 2011, 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 Black and Veatch Corporation, hereinafter referred to as the "**CONSULTANT**", and is made to amend the existing contract known as **CONTRACT # 0910-203**.

**WITNESSETH:**

**WHEREAS**, the **CITY** desires to amend Section 2 **CONTRACT TERM**, Section 4 **SCOPE OF WORK** and Section 5 **CONSIDERATION** of the original contract to include that which is contained herein; and

**WHEREAS**, it is deemed that said amendment is both necessary and in the best interests of the **CITY**.

**NOW, THEREFORE**, in consideration of the aforesaid premises, the parties agree as follow:

**WHEREAS**, this Amendment shall not become effective until and unless approved by the Carson City Board of Supervisors.

1. Amend Paragraph 2.1 **CONTRACT TERM** of **CONTRACT 0910-203** To provide in its entirety as follows:

This contract will be in effect from August 5, 2010, subject to Carson City Board of Supervisors' approval (anticipated to be August 5, 2010) to October 1, 2011, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

2. Amend Paragraph 4.1 **SCOPE OF WORK** of **CONTRACT 0910-203** to provide in its entirety as follows:

**CONTRACTOR** shall provide and perform the following services as set forth in the **Revised Exhibit A** to Contract Amendment No. 1, **Exhibit B** and **Exhibit C** to Contract Amendment No. 2, **Exhibit D** to this Contract Amendment No. 3 for **CONTRACT 0910-203** attached hereto and incorporated herein by reference for and on behalf of the **CITY** herein referenced as "**Services**."

3. Amend Paragraph 5.1 **CONSIDERATION** of **CONTRACT 0910-203** to provide in its entirety as follows:

**CITY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of Five Hundred Ninety-Seven Thousand, Six

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Hundred Seventy Dollars and No Cents (\$597,670.00) for Phase 1, 2 and 3, which is an increase to Contract Amendment No. 2 in the amount of One Hundred Ninety-Nine Thousand, Eight Hundred Twenty-Nine Dollars and No Cents (\$199,829.00).

**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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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**Engineering Services for the Saw Mill Canyon Pipeline**  
**and Water Delivery Project**

**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**

Purchasing and Contracts Department  
Sandy Scott-Fisher, Purchasing and  
Contracts Coordinator  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
SScott@carson.org

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

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

By:   
Sandy Scott-Fisher

By:   
Deputy District Attorney

DATED 2/8/11

DATED 2/7/11

**CITY'S ORIGINATING DEPARTMENT**

**BY:** Andrew Burnham, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355  
Fax: 775-887-2112  
ABurnham@carson.org

By: 

DATED 2-7-11