Item F-2

CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION

Date Submitted: September 1, 2009 **Meeting Date:** September 9, 2009

To: Regional Transportation Commission
From: Purchasing and Contracts

Subject Title: Action to amend Contract No. 0809-212 "Design and Construction Plans for the Realignment of Snyder Avenue" with Palmer Engineering for an increase by an amount not to exceed $57,650.00 and expand the Scope of Work described in the Staff Summary, and extend the Contract Term.

Staff Summary: The proposed amendment to the Engineering and Surveying Services contract for the realignment of Snyder Avenue will allow for the completion of design and construction plans which will facilitate the construction of a new alignment of Snyder Avenue and a new intersection with South Carson Street. Several changes have occurred to precipitate this amendment, including additions to the scope for utilities and adjoining roadways and a revised configuration of the proposed intersection consistent with input from the Nevada Department of Transportation.

Type of Action Requested: (check one)

(☐) None – Information Only
(☒) Formal Action/Motion

Recommended Commission Action: I move to amend Contract No. 0809-212 "Design and Construction Plans for the Realignment of Snyder Avenue" with Palmer Engineering in an amount not to exceed $57,650.00 and expand the Scope of Work described in the Staff Summary, and extend the Contract Term.

Explanation for Recommended Commission Action: Since the approval by RTC of the original contract in April 2009, the consultant has made significant progress on this project. However, additional issues have been raised; a need was identified to address a larger geographic area, including portions of Oak Street and E. Roventini Way; and the need to address additional utilities. Discussions were held with the Nevada Department of Transportation regarding access to individual parcels and configuration of the intersection and it was determined that the design to be completed as part of the this contract will be for an intersection that allows right "ins" and "outs" and left "ins" from Carson Street. The new road will align with the recently constructed West Appion Way connection to South Carson Street. While the design will accommodate the

possible future installation of a traffic signal, a signal will not be designed at this time. This design is being coordinated with the ongoing development of a property occupied primarily by a bowling facility.

NRS 625.530 Restrictions upon public works. Except as otherwise provided in NRS 338.1711 to 338.1727, inclusive, and 408.3875 to 408.3887, inclusive:

1. The State of Nevada or any of its political subdivisions, including a county, city or town, shall not engage in any public work requiring the practice of professional engineering or land surveying, unless the maps, plans, specifications, reports and estimates have been prepared by, and the work executed under the supervision of, a professional engineer, professional land surveyor or registered architect.

Applicable Statue, Code, Rule or Policy: NRS 625.530

Fiscal Impact: An additional amount not to exceed $57,650.00

Explanation of Impact: Amount of contract amendment.

Funding Source: Snyder Avenue Realignment Construction Project Fund 250-3035-431-7847 as provided in FY 2009/2010.

Prior Commission Approval: Original Contract was approved April 8, 2009, in an amount not to exceed $60,875.00.

Alternatives: Not approve amendment and provide other direction

Supporting Material: Contract Amendment No. 1

Prepared By: Sandy Scott, Purchasing & Contracts Coordinator

Commission Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____ (Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0809-212
Design and Construction Plans for the Realignment of Snyder Avenue

THIS AMENDMENT is made and entered into this 9th day of September, 2009, 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 **Palmer Engineering Group, Ltd.,**, hereinafter referred to as the **"CONSULTANT"**, and is made to amend the existing contract known as **CONTRACT #0809-212**.

W I T N E S S E T H :

WHEREAS, during the performance of **CONSULTANT'S** duties pursuant to **CONTRACT # 0809-212** the **CITY** requested additional tasks of the **CONSULTANT** that were not within the original ***Scope of Work*** of the **CONTRACT**; and

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 the **CITY** and **CONSULTANT**, 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 **CONSULTANT**, by and through their respective authorized representatives hereby agree to:

1 Amend Paragraph 2.1 of **CONTRACT # 0809-212** to provide in its entirety as follows:

This Contract shall be effective from April 8, 2009 subject to Carson City Regional Transportation approval (anticipated to be September 9, 2009) to December 31, 2009, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

2 Amend Paragraph 4.1 of **CONTRACT # 0809-212** to provide in its entirety as follows:

CONSULTANT shall provide and perform the following services as set forth in Exhibit A to this agreement and Exhibit B to this Amendment to **CONTRACT # 0809-212** attached hereto and incorporated herein by reference for and on behalf of CITY herein referenced as **"Services."**

3 Amend Paragraph 5.1 of CONTRACT # 0809-212 to provide in its entirety as follows:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0809-212
Design and Construction Plans for the Realignment of Snyder Avenue

City agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon a time and materials for an not to exceed amount of Fifty-Seven Thousand, Six Hundred Fifty Dollars and No Cents ($57,650.00). The Original Contract amount was approved in an amount not to exceed Sixty Thousand, Eight Hundred Seventy-Five Dollars and No Cents ($60,875.00) for a contract total not to exceed One Hundred Eighteen Thousand, Five Hundred Twenty-Five Dollars and No Cents ($118,525.00).

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
AMENDMENT No. 1
Contract No. 0809-212
Design and Construction Plans for the Realignment of Snyder Avenue

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 _____.

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 _____.

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: 775-887-2164
ABurnham@ci.carson-city.nv.us

By: _____

DATED _____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0809-212
Design and Construction Plans for the Realignment of Snyder Avenue

deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR;** that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR
BY: Mark Palmer, P.E.
TITLE: President
FIRM: Palmer Engineering, Ltd.
CARSON CITY BUSINESS LICENSE #: 09-7334
Address: 611 North Nevada Street
City: Carson City **State:** Nevada **Zip Code:** 89703
Telephone: 775-884-0479/ **Fax #**: 775-884-4226
E-mail Address: mark@palmer-eng.com

_____
(Signature of **CONTRACTOR**)

DATED _____.

STATE OF _____)
) ss
County of _____)

Signed and sworn (or affirmed) before me on this ___ day of _____, 2009, by _____ .

_____
(Signature of Notary)

(Notary Stamp)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0809-212
Design and Construction Plans for the Realignment of Snyder Avenue

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of September 9, 2009 approved the acceptance of Amendment No. 1 to **CONTRACT No.0809-212**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set her hand to this document and record her signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

_____

SHELLY ALDEAN, CHAIRPERSON

DATED this 9th day of September, 2009.

ATTEST:

_____

ALAN GLOVER, CLERK-RECORDER

DATED this 9th day of September, 2009.

EXHIBIT A

Palmer Engineering Group, Ltd.
611 North Nevada Street · Carson City, NV 89703 · (775) 884-0479 Fax: 884-4226

February 27, 2009

Mr. Patrick Pittenger, Transportation Manager
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89706

Re: Appion Way Extension from Oak Street to South Carson Street

Dear Mr. Pittenger:

Palmer Engineering Group, Ltd. is pleased to present this proposal to provide road improvement plans for a Class IV access (right in/out) within NDOT right-of-way at Appion Way and South Carson Street. Also included is the extension of Appion Way from Oak Street to Carson Street to allow for the abandonment of Snyder Avenue west of Oak Street and the re-design of the south frontage road (Lupine Drive) with adjacent parking and NDOT cul-de-sac. The scope would include a new sewer main from the west end of Appion connecting to the existing 8" main in Oak Street. A water main would be designed in Appion to connect to the existing 12" main along the frontage road to the 8" main in Oak Street.

The work under this proposal is summarized by task and related fee as follows:

TASK	FEE
1. Intersection design and plans for street improvements at Appion Way, Carson Street & Snyder Avenue within NDOT right-of-way. Includes quantity take-offs, land geometrics, lighting, striping, profile & acceleration / deceleration lanes per design constraints of Carson City Public Works / NDOT standards.	$14,500.00
2. Plan and profile design of street improvement plans for the extension of Appion Way from Oak Street to South Carson Street. Includes quantity take-offs, land geometrics, lighting, striping, water sewer & vertical profile with design constraints per Carson City Public Works standards.	$16,300.00
3. Access frontage road (Lupine) to southern landlocked property with cul-de-sac per NDOT freeway south interchange design, including mitigated parking for south property affected by Appion r/w.	$14,750.00
4. NDOT Encroachment Permit support documentation, to include Hydrology / drainage report for NDOT's Hydraulic department & NDOT formatted plans prepared for permitting by Carson City.	$ 5,750.00
5. Administration: Complete Carson City billings on their required format and provide backup (copies, postage, mileage, deliveries, etc.)	$ 950.00
PALMER SUB-TOTAL	$52,250.00

SUB-CONSULTANT

- Surveying: $7,500.00 + 15% consultant coordination $ 8,625.00
  See proposal by Tri State Surveying, attached

CONTRACT TOTAL $60,875.00

Palmer Engineering Group, Ltd. will contract and coordinate work with sub-consultant.

COST AND TIME FRAME

We propose to complete the design work within 120 days of receipt of a signed contract authorizing work to proceed. Invoices will be sent on a monthly basis, based on work completed.

The proposal excludes application fees, review fees and permit fees. Also excluded is the NDOT encroachment permit, although supporting documentation (hydrology/drainage report and improvement plans formatted to NDOT standards for color and approved details) will be provided to assist Carson City with the permit process. Changes to the design requested by the client after the established milestones will be considered extra work to be billed on a time and materials basis.

Thank you for the opportunity to provide you with a proposal for this project. If you have any questions or require further information please contact us at your convenience.

Sincerely,

Mark B. Palmer, P.E.
President
Palmer Engineering Group, Ltd.

Palmer Engineering Group, Ltd.
611 North Nevada Street · Carson City, NV 89703 · (775) 884-0479 Fax: 884-4226

The Consulting Agreement between MR. PATRICK PITTENGER, TRANSPORTATION MANAGER, CARSON CITY PUBLIC WORKS DEPARTMENT (hereinafter referred to as "Client") and PALMER ENGINEERING GROUP, LTD. a Nevada Corporation (hereinafter referred to as Engineer) is made and entered into as of February 27, 2009, for the provision of professional services.

WITNESSETH

Whereas, Engineer is willing to perform such services as outlined in our letter dated February 27, 2009, Titled "Appion Way Extension to South Carson Street with Signalized Intersection".

Now therefore, in consideration of the mutual covenants and agreements specified herein and for other good and valuable consideration, which parties acknowledged is sufficient, the parties agree as follows:

1. **Scope of Services:** Engineer will perform the scope of service described in the letter proposal dated February 27, 2009, attached. Engineer will perform the services in a timely fashion and in accordance with generally professional practices and standards.

2. **Compensation:** All sums under this agreement shall be due and payable upon receipt of billing. Interest shall accrue at the rate of 1½% per month on past due bills after thirty (30) days; interest shall be deemed included in all sums under this agreement.

3. **Ownership of Work Product:** All materials relating to this project which originate from Engineer are the property of Engineer. Upon request, Engineer shall provide copies of materials to the Client. Engineer will not provide copies of project materials to any other parties without the permission of the Client.

4. **Confidentiality:** Engineer agrees that certain matters related to the project are of a confidential nature, particularly regarding water rights and potential acquisitions or sales. Engineer agrees to maintain confidentiality in regards to the project as directed by the client.

5. **Indemnification:** Engineer shall indemnify and hold harmless the Clients from and against any liability or any claims, suits or actions arising out of, made or asserted for any damage to persons or property, occasioned by the sole negligence, errors or omissions of Engineer in connection with the performance of Engineer's obligations under this Agreement.

The client shall indemnify and hold harmless Engineer from and against any claims, suits or actions made or asserted for any damage to persons or property occasioned by the sole negligence of the Client in connection with performance of any of the Clients obligations under this Agreement. Additionally, the Client agrees to execute acceptable indemnification agreements if Engineer is required to perform nominee services.

6. **Termination:** Either party may terminate this Agreement by thirty (30) days written notice to the other party. In such event, Client shall pay Engineer in full for all work previously authorized and performed prior to notice of termination.

7. **Assignability:** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

8. **Arbitration:** In the event that any dispute arises between Client and Engineer in connection with this Agreement the parties shall submit the dispute to arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association then and there prevailing. The opinion of the arbitrator shall be final and binding upon the parties and judgment on the arbitrator's award may be entered by any of our competent jurisdiction. Each party shall bear its own expenses in connection with the arbitration and the fees and expenses of the arbitrator shall be divided equally between the parties; provided that, if the arbitrator determines that a party's position was without substantial merit or was taken in bad faith he may require that party to bear all or a portion of the expenses of the other party including reasonable attorneys fees and more than one-half of the fees and expenses of the arbitrator.

9. **Pursuant** to NRS 108.245 you are hereby given notice that the Engineer providing the services indicated above may, at a future date, claim a lien as provided by law against the property if payment in full is not received by the Engineer.

MARK PALMER, P.E.
PALMER ENGINEERING GROUP, LTD.

611 North Nevada Street
Carson City, Nevada 89703

2-27-2009
Date

MR. PATRICK PITTENGER, TRANSPORTATION MANAGER

Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89706

Date

Palmer Engineering Group, Ltd.
611 North Nevada Street · Carson City, NV 89703 · (775) 884-0479 Fax: 884-4226

STANDARD RATES FOR TECHNICAL SERVICES

* * * * *

1.0 FEES FOR PROFESSIONAL SERVICE

Services are invoiced at fixed hourly category rates. Unless otherwise stated, any cost estimate presented in our proposal is for budgetary purposes only and is not a fixed lump-sum bid. Only those costs incurred to complete the project, regardless if they are less or greater than the cost estimate, will be invoiced unless prior written notification is received to stop work. If it is apparent that the estimate is not sufficient to complete the project in a satisfactory manner, as a result of out-of-scope work, the client will be advised as soon as practical. Rates are revised annually at the beginning of the calendar year. The invoice rates for various categories are currently in effect:

Principal Engineer..... $140/hour

Project Engineer..... $120/hour

Design Professional..... $ 90/hour

CAD Designer..... $ 75/hour

Draftsman/CAD Operator..... $ 65/hour

Clerical..... $ 45/hour

Expert Witness.....$250/hour

2.0 REIMBURSABLE EXPENSES

Highway mileage will be invoiced at seventy-five (0.75 cents) per mile.

The following expenses will be invoiced at direct cost plus ten percent (10%):

A. Project-related travel expense (air fares, rental vehicles, etc.).

B. Outside printing or reproduction of reports and drawings.

C. Agency application and review fees are not included in contract, to be paid by client only.

Exhibit B

Palmer Engineering Group, Ltd.
611 North Nevada Street · Carson City, NV 89703 · (775) 884-0479 Fax: 884-4226

July 29, 2009

Mr. Patrick Pittenger, Transportation Manager
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89706

Re: Appion Way Limited Movement Intersection at Carson Street & Improvements of Oak Street to Clearview & Roventini from Oak to Carson St.

Dear Mr. Pittenger:

Palmer Engineering Group, Ltd. is pleased to present this proposal amend the Snyder re-alignment agreement (0809-212) to provide the design of a limited movement intersection within NDOT right-of-way at Appion Way and South Carson Street. Limited movement would include Right-In / Left-In from Carson Street to Appion and Right-Out from Appion to Carson Street. Through traffic from Appion crossing Carson Street and Left-Out from Appion to Carson Street will not be allowed at this time.

The intersection will be designed to accommodate a full movement, signalized intersection in the future per Solaegui's traffic studies and lane geometry. The Lupine frontage road access to the southern Dufur property would be eliminated with access to the cul-de-sac with either 1) right-in / right-out movements from northbound Carson Street or 2) access from Oak Street pending acquisition of r/w by Carson City.

Also included are street improvements of Oak Street from Appion Way to Clearview Drive and improvements of Roventini between Oak Street and Carson Street. Street improvements to Oak & Roventini include widening of the existing roadways with curb, gutter and sidewalk plus water and sanitary sewer lines as required by Public Works.

The scope of work under this proposal is summarized by task and related fee as follows:

TASK	FEE
1. Limited movement intersection at Appion Way & S. Carson Street per summary above, with design provisions to mitigate the conversion in the future to a full movement, signalized intersection per NDOT standards. Allowance for Lupine frontage road cul-de-sac at Dufur's property to the south per summary above. Traffic count, turning movements, intersection geometry, turn lanes, preliminary signal design with pole locations, etc by Solaegui Engineers (see proposal).	$ 8,000.00
2. Street improvements to Oak Street between Appion & Clearview including curb, gutter & sidewalk, accesses to adjacent properties and new city utilities (water & sewer) as required by Public Works.	$18,000.00

3. Street improvements of Roventini Way between Oak & Carson streets including curb, gutter & sidewalk, accesses to adjacent properties and new city utilities (water & sewer) as required by Public Works. $ 10,000.00

4. Administration: Complete Carson City billings on their required format Provide backup (copies, postage, mileage, deliveries, etc.) $ 950.00

Palmer Engineering Group Sub-total $36,950.00

SUB-CONSULTANT

- Surveying: $5,100 + 15% consultant coordination $ 5,865.00
  See 6/2/09 proposal by Tri State Surveying

- Traffic Engineering: $12,900 + 15% consultant coordination $14,835.00
  See 6/23/09 proposal & confirmation by Solaegui Engineering, attached

Consultant Sub-total $20,700.00

Contract Addendum Total **$57,650.00**

Palmer Engineering Group, Ltd. will contract and coordinate work with sub-consultants.

COST AND TIME FRAME

We propose to complete the design work within 120 days of receipt of a signed contract authorizing work to proceed. Invoices will be sent monthly based on work completed.

The proposal excludes application fees, review fees and permit fees. Also excluded is the NDOT encroachment permit, although supporting documentation (hydrology/drainage report and improvement plans formatted to NDOT standards for color and approved details) will be provided to assist Carson City with the permit process. Changes to the design requested by the client after the established milestones will be considered extra work to be billed on a time and materials basis.

Thank you for the opportunity to provide you with a proposal for this project. If you have any questions or require further information, please contact us at your convenience.

Sincerely,

Mark B. Palmer, P.E.
President
Palmer Engineering Group, Ltd.

Palmer Engineering Group, Ltd.
611 North Nevada Street · Carson City, NV 89703 · (775) 884-0479 Fax: 884-4226

STANDARD RATES FOR TECHNICAL SERVICES

* * * * *

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Services are invoiced at fixed hourly category rates. Unless otherwise stated, any cost estimate presented in our proposal is for budgetary purposes only and is not a fixed lump-sum bid. Only those costs incurred to complete the project, regardless if they are less or greater than the cost estimate, will be invoiced unless prior written notification is received to stop work. If it is apparent that the estimate is not sufficient to complete the project in a satisfactory manner, as a result of out-of-scope work, the client will be advised as soon as practical. Rates are revised annually at the beginning of the calendar year. The invoice rates for various categories are currently in effect:

Principal Engineer..... $140/hour

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Design Professional..... $ 90/hour

CAD Designer..... $ 75/hour

Draftsman/CAD Operator..... $ 65/hour

Clerical..... $ 45/hour

Expert Witness.....$250/hour

2.0 REIMBURSABLE EXPENSES

Highway mileage will be invoiced at seventy-five (0.75 cents) per mile.

The following expenses will be invoiced at direct cost plus ten percent (10%):

A. Project-related travel expense (air fares, rental vehicles, etc.).

B. Outside printing or reproduction of reports and drawings.

C. Agency application and review fees are not included in contract, to be paid by client only.