

**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 17th 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.


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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

By: 
Sandy Scott-Fisher

DATED 2/8/11

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 2/7/11

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