

Item # 7B

**City of Carson City
Agenda Report**

Date Submitted: June 10, 2008

Agenda Date Requested: June 19, 2008

Time Requested: 5 minutes

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to accept Public Works recommendation on the "Carson City Freeway Phase 2 Utility Relocations Project", Contract No. 2002-002 Amendment No. #3 and authorize Public Works to issue additional payment to The Louis Berger Group in an amount not to exceed \$190,000.00 from the NDOT Utility By-Pass Funds as provided in FY 2008/2009.

Staff Summary: This amendment addressed additional elements of work required for the Phase 2 Utility Relocation Project for Phase 2 of the Carson City Freeway. This amendment includes additional design effort to accommodate utility clearance changes required by NDOT, additional coordination with other utilities, additional reviews by State NDEP Bureau of Safe Drinking Water, additional documentation as required by NDOT, additional design due to criteria and standards changed by NDOT, and additional Cultural Resources Investigations. NDOT will reimburse Carson City for the majority of the additional costs.

The original agreement was approved May 15, 2003 in the amount of \$291,730.16 and a contingency of \$30,000.00. Amendment No.1 was issued December 27, 2004, using the \$30,000.00 contingency. Amendment No. 2 was approved February 17, 2005 in the amount of \$572,270.00 and a contingency amount of \$50,000.00 however Louis Berger was not authorized by Public Works to spend the contingency. The attached proposal from The Louis Berger Group is a request for additional funding of \$240,000.00. With the authorization of Public Works for Louis Berger to spend the contingency and the inclusion of this Amendment No. 3 for \$190,000.00 the new contract sum is \$1,134,000.16.

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 on the "Carson City Freeway Phase 2 Utility Relocations Project", Contract No. 2002-002 Amendment No. #3 and authorize Public Works to issue additional payment to The Louis Berger Group in an amount not to exceed \$190,000.00 from the NDOT Utility By-Pass Funds as provided in FY 2008/2009.

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

Applicable Statue, Code, Policy, Rule or Regulation: Architects, Engineers and Surveyors are considered professional services contracts pursuant to the requirements of N.R.S., Chapter 332 and 625, therefore, a formal bidding process is not required. The Engineer was selected using a formal request for qualifications process.

Fiscal Impact: Not to exceed an additional amount of \$190,000.00.

Explanation of Impact: If approved the below listed account could be reduced by an additional \$190,000.00.

Funding Source: 515-0000-434-7998 NDOT By Pass Replacement, 515-0000-434-7999 NDOT By Pass Extension, 520-3505-435-7893 NDOT Freeway Non-Reimbursable, and 520-3505-435-7894 NDOT Freeway Reimbursable Funds as provided for in FY 2008/2009.

Prior Board Approval: The original agreement was approved May 15, 2003 in the amount of 291,730.16 plus a contingency of \$30,000.00; Amendment No. 2 was approved February 17, 2005 in the amount of 572,270.00 plus a contingency of \$50,000.00.

Alternatives: Provide other direction pursuant to Board Action

Supporting Material: Amendment No. 3 and Exhibit A

Prepared By: Sandy Scott, Management Assistant

Reviewed By:

(Public Works)

(City Manager)

(District Attorney)

(Finance Director)

Date:

6-10-08

Date:

6-10-08

Date:

6-10-08

Date:

6-10-08

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

AMENDMENT NO. 3

Contract No. 2002-002

THIS AMENDMENT is made and entered into this 19th day of June, 2008, by and between the City and County of Carson City, of the State of Nevada, hereinafter referred to as the "CITY", and Louis Berger Group, Inc., hereinafter referred to as the "**CONSULTANT**", and is made to amend the existing contract known as "**CONTRACT #2002-002**", and titled "**Carson City Freeway - Phase 2 Utility Relocations**"

WITNESSETH:

WHEREAS, CONSULTANT through no fault of his own has incurred additional elements of work required to complete the project which were not anticipated in the original scope of work. The work includes additional design effort, additional unexpected coordination with other utility relocations, additional unexpected reviews and review fees by NDEP, additional unanticipated coordination and multiple agreement documentation, redesign due to criteria and standard changes, and additional work for Cultural Resource Investigations.

WHEREAS, CITY and **CONSULTANT** desire to amend **CONTRACT # 2002-002** to authorize **CONSULTANT** 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 mutually promises contained herein, **CITY** and **CONSULTANT**, by and through their respective authorized representatives hereby agree to:

- 1 Amend Paragraph 1.1.1 of **CONTRACT #2002-002** to provide in its entirety as follows:
 - 1.1.1 **CONSULTANT** shall provide and perform the following services as set forth in Exhibit A to this Amendment to **CONTRACT #2002-002** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as "**Services.**"
- 2 Amend Paragraph 2.1 of **CONTRACT #2002-002** to provide in its entirety as follows:
 - 2.1 **CONSULTANT** shall complete the Scope of Work on or before October 30, 2008, as set forth in Exhibit A to this Amendment to **CONTRACT #2002-002** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as "**Time of Completion.**"
- 3 Amend Paragraph 3.2 of **CONTRACT #2002-002** to provide in its entirety as follows:
 - 3.2 The parties agree that **CONSULTANT** will provide the **Services** specified in **Article 1 Scope of Work** and **CITY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials and the attached fee schedule

AMENDMENT NO. 3

Contract No. 2002-002

for a not to exceed amount of Two Hundred Forty Thousand Dollars and No Cents (\$240,000.00).

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.

4 **ACKNOWLEDGMENT AND EXECUTION:**

CARSON

Finance Director

Attn: Sandy Scott, Management Assistant

Purchasing and Contract

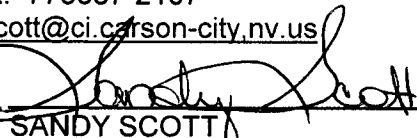
201. North Carson Street, Suite 11

Carson City, Nevada 89701

Telephone: 775-887-2133 ext. 30137

Fax: 775-887-2107

SScott@ci.carson-city.nv.us

BY: 

SANDY SCOTT

Management Assistant

DATED 6-10-08

CITY'S LEGAL COUNSEL

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: 6-10-08

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Public Works Director

Carson City Public Works Department

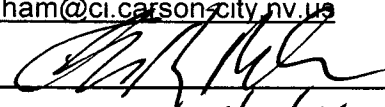
3505 Butti Way

Carson City, NV 89701

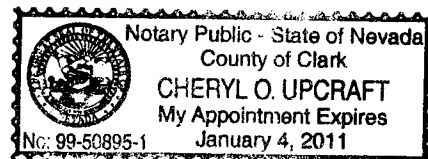
Telephone: 775-887-2355 x 1001

Fax: 775-887-2164

ABurnham@ci.carson-city.nv.us

BY: 

DATED 6/10/08



AMENDMENT NO. 3

Contract No. 2002-002

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 19, 2008, approved the acceptance of the attached contract amendment hereinbefore identified as **CONTRACT No. 2002-002** and titled "**Carson City Freeway - Phase 2 Utility Relocations**". 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 19th day of June 2008

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 19th day of June 2008



THE Louis Berger Group, INC.

500 Amigo Court, Suite 100, Las Vegas, Nevada 89119
Tel 702 736 6632 Fax 702 736 1457 www.louisberger.com

June 4, 2008

Mr. Andy Burnham, P.E.
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701-3498

**Project: Carson City Freeway Phase 2 Utility Relocations
Project 00-6010**

RE: Design Services Agreement Amendment #3

Mr. Burnham:

The Louis Berger Group, Inc. (Berger) is submitting this proposal for an amendment to the Design Services Agreement for this project. This amendment addresses additional elements of work required to complete the project which were not anticipated in the original scope of work. The items of work requiring change to the project scope are:

1. Additional design effort to accommodate NDOT Carson City Freeway Project. Utility Clearance requirements.
2. Additional unexpected coordination with other utility relocations.
3. Additional unexpected reviews and review fees by NDEP Bureau of Safe Drinking Water.
4. Additional unanticipated coordination and multiple agreement documentation. packages for NDOT Right of Way for exceptions and agreements.
5. Redesign due to criteria and standard changes.
6. Additional work for Cultural Resource Investigations.

This amendment also reduces the scope of the Design Services Contract for Carson City Freeway Phase 2B to the status of the work performed to date, and coordination with Carson City Public Works or their assigned consultant to provide information on the preliminary water and sewer system relocation designs prepared by Berger.

Proposed Basis of Professional Services

Berger's proposed amendment to the scope of services is based on the existing contract for design services dated May 15, 2003 and last amended on February 15, 2005.

Additional Scope of Services

General

The amended Scope of Services for Berger to provide to CARSON CITY for this project are project management, sewer and water design, coordination, and permits. The additional level of effort for each task are proposed based on the attached estimates of manhours, direct costs, and sub-consultant fees.



Mr. Andy Burnham
June 4, 2008
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Task 1 Project Management

This task includes additional work necessary to administer the activities, manage personnel and resources, monitor schedules and budgets, and coordinate with the City's Project and Construction Managers on a daily basis for the duration of the Project.

Task 2 Sewer Design Services

This work includes additional sanitary design services necessary to accommodate the changes in project utility accommodation criteria within NDOT Right of Way, prepare NDOT agreements, the preparation of NDOT Agreement requests, changes to City Standards, and sewer design changes as required to obtain NDEP Bureau of Safe Drinking Water approval of the sewer crossings of water facilities.

Task 3 Water Design Services

This task includes additional water design services necessary to accommodate the changes in project utility accommodation criteria within NDOT Right of Way, prepare NDOT agreements, the preparation of NDOT Agreement requests, changes to City Standards, and water design changes as required to obtain NDEP Bureau of Safe Drinking Water approval of the water crossings of sewer facilities.

Task 4 Additional Coordination

Additional unexpected coordination for this project includes:

1. Participation in additional NDOT/Carson City agreement meetings.
2. Coordination with NDOT Right of Way on behalf of Carson City Public Works.
3. Coordination with other utilities, review of utility permit drawings for conflicts with project designs. Assisting Carson City Public Works staff with other utility design reviews.
4. Additional agency coordination with NDEP Bureau of Safe Drinking Water, Water Quality, and Water Resources.
5. Additional coordination with US Corps of Engineers for Section 404 permitting of the proposed facilities.
6. Additional coordination with other City consultants for other portions of the work and other activities.

Task 5 Permits and Approvals

This task involves development of documents to facilitate the permitting and approvals of the project in multiple phases. These permits, certifications, approvals, and authorizations include NDOT Agreement Cost Estimates and Plans, NDOT Occupancy and Non-Revocable Occupancy Permits and updates, preliminary Temporary Work in Waterways permit, Section 401 Water Quality Certification, and approvals from the Bureau of Safe Drinking Water.



Mr. Andy Burnham
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Task 6 Cultural Resources Investigation

This task involves the investigation necessary to clear additional project areas and storage areas of cultural resource significance to conform to NDOT agreement and permit requirements as previously negotiated.

Work Location

Berger assumes that most of the project consultant management meetings and DEPARTMENT project meetings will be held at The Louis Berger's Groups office or the CARSON CITY Public Works building in Carson City, by telephone or conference call. Berger assumes that on occasion meetings within the project area will be required. The Louis Berger Group will continue to perform most of the analysis and production work for assigned tasks from Berger's Las Vegas, Nevada office.

Additional Personnel

This amendment assigns Mr. Jimmy D. Roland, P.E. as Project Manager for the project and will be the Engineer of Record for the project designs.

Schedule

We are proposing to amend the existing contract for design services to end on September 2008.

Additional Fee

The proposed additional fee anticipated for this work as described is \$240,000.

The attached Contract Summary contains the estimate of consultant effort and fee detail.

We look forward to providing services for this important project. If you have any questions, please feel free to contact us at (702) 736-6632.

Sincerely,

Thomas D. Lane, P.E.
Vice President

Attachment



Contract Total Cost

00-6010

Carson City Freeway Phase 2 Utility Relocation Contract Summary

Contract or Amendment	Date Authorized	Value	Total Value
Original Agreement	May 15, 2003	\$291,730.16	\$291,730.16
Amendment #1	December 27, 2004	\$30,000.00	\$321,730.16
Amendment #2	February 17, 2005	\$572,270.00	\$894,000.16
Ammendment #3	Pending	\$240,000.00	\$1,134,000.16



Ammendment #3 Total Cost

00-6010

**Carson City Freeway Phase 2 Utility Relocation
Ammendment #3 to Design Services
Carson City**

Discription	Responsible Consultant	Value
Additional Authorized Work for Additional Design, Review, and Coordination, Total Direct Labor	The Louis Berger Group	\$220,154.26
Additional Authorized work for Cultural Resource Clearances	The Louis Berger Group	\$19,829.00
TOTAL		\$239,983.26
TOTAL AMENDMENT VALUE (rounded up)		\$240,000.00

Consultant Direct Labor Rates

00-6010

Carson City Freeway Phase 2 Utility Relocation
Amendment #3 to Design Services
Carson City

Classification)	Billing Hourly Rate
Principal	\$206.14
Project Manager	\$145.45
Project Engineer	\$137.85
Staff Engineer	\$92.34
Sr Tech	\$109.41

Contract Completion Date:

December 31, 2007

SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

00-6010

Carson City Freeway Phase 2 Utility Relocation Amendment #3 to Design Services Carson City

Classification	Principal		Project Manager		Project Engineer		Staff Engineer		Sr. Tech		Total Direct	
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage		\$206.14		\$145.45		\$137.85		\$92.34		\$109.41		
Task												
Project Management	0	\$0.00	140	\$20,362.81	0	\$0.00	0	\$0.00	0	\$0.00	140	\$20,362.81
Sewer Design Services	0	\$0.00	100	\$14,544.86	80	\$11,027.68	60	\$5,540.15	120	\$13,129.05	360	\$44,241.75
Water Design Services	0	\$0.00	140	\$20,362.81	120	\$16,541.53	60	\$5,540.15	140	\$15,317.22	460	\$57,761.71
Coordination	0	\$0.00	120	\$17,453.84	80	\$11,027.68	22	\$2,031.39	84	\$9,190.33	306	\$39,703.24
Permits	0	\$0.00	180	\$26,180.75	136	\$18,747.06	24	\$2,216.06	100	\$10,940.87	440	\$58,084.75
TOTAL:	0	\$0.00	680	\$98,905.07	416	\$57,343.96	166	\$15,327.75	444	\$48,577.48	1706	\$220,154.26

COST SUMMARY BY ENGINEERING TASK

00-6010

**Carson City Freeway Phase 2 Utility Relocation
Ammendment #3 to Design Services
Carson City**

Task	Direct Labor	Total
Project Management	\$20,362.81	\$20,362.81
Sewer Design Services	\$44,241.75	\$44,241.75
Water Design Services	\$57,761.71	\$57,761.71
Coordination	\$39,703.24	\$39,703.24
Permits	\$58,084.75	\$58,084.75
Totals	\$220,154.26	\$220,154.26



Staff Hours by Engineering Task Breakdown

00-6010
Carson City Freeway Phase 2 Utility Relocation
Amendment #3 to Design Services
Carson City

Task	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Project Management		40				40
Administration		100				100
Additional Coordination with City		140	0	0	0	140
Total	0					



Staff Hours by Engineering Task Breakdown

00-6010
Carson City Freeway Phase 2 Utility Relocation
Amendment #3 to Design Services
Carson City

Task		Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Sewer Design Services							
NDOT Project Criteria Changes			20	20	20	40	100
NDOT Exception Requests			40	20	20	40	120
BSDW Changes			40	40	20	40	140
Total		0	100	80	60	120	360



Staff Hours by Engineering Task Breakdown

00-6010
Carson City Freeway Phase 2 Utility Relocation
Amendment #3 to Design Services
Carson City

Task	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Water Design Services						
NDOT Project Criteria Changes		40	40	16	40	136
NDOT Exception Requests		40	40	24	40	144
BSDW Design Modifications		60	40	20	60	180
Total	0	140	120	60	140	460

Staff Hours by Engineering Task Breakdown

00-6010
Carson City Freeway Phase 2 Utility Relocation
Amendment #3 to Design Services
Carson City

Task		Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Coordination							
NDOT Utility and other Meetings			40			24	64
Coordination with other Utility Relocations			40	40	12	20	112
Additional Agency Coordination			40	40	10	40	130
Total		0	120	80	22	84	306



Staff Hours by Engineering Task Breakdown

00-6010
Carson City Freeway Phase 2 Utility Relocation
Amendment #3 to Design Services
Carson City

Task	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Permits						
Additional NDOT Permits		80	80	8	20	188
Additional BSDW Approvals		40	40	8	40	128
Wetland Permit		60	16	8	40	124
Total	0	180	136	24	100	440