

Item # 8-4c

**City of Carson City
Agenda Report**

Date Submitted: November 4, 2009

Agenda Date Requested: November 19, 2009

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to approve Amendment No. 1 to Contract No. 0809-221 with Aqua Hydrogeologic Consulting titled "Professional Hydrogeologic Services for Well Development" to expand the scope of work and increase the contract in an amount not to exceed \$105,901.00 from the Production Wells Water Fund as provided for in FY2009/2010. (Sandy Scott)

Staff Summary: Test drilling of the Well 50 project site provided evidence of a high production well that warrants well drilling completion. Extension of this contract is needed to complete the well drilling, thus increasing the capacity of Carson City's Well System and providing quality water to the citizens of Carson City.

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 approve Amendment No. 1 to Contract No. 0809-221 with Aqua Hydrogeologic Consulting titled "Professional Hydrogeologic Services for Well Development" to expand the scope of work and increase the contract in an amount not to exceed \$105,901.00 from the Production Wells Water Fund as provided for in FY2009/2010. (Sandy Scott)

Explanation for Recommended Board Action: Staff recommends amending contract 0809-221 with Aqua Hydrogeologic Consulting to provide additional Engineering Services for the Development of Well #50.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 331.115 (1)(b) and 625.530

Fiscal Impact: \$105,901.00

Explanation of Impact: Amount of contract amendment \$55,902.00.

Funding Source: Water Fund Account Production Wells 520-3505-435-78-66

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Contract Amendment No. 1, Exhibit A and Exhibit B

Prepared By: Sandy Scott, Purchasing and Contracts Coordinator

Reviewed By:

(Public Works)

Date: 11-9-09

(City Manager)

Date: 11-9-09

(District Attorney)

Date: 11-9-09

(Finance Director)

Date: 11/9/09

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0809-221

THIS AMENDMENT is made and entered into this 19th day of November, 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 **Aqua Hydrogeologic Consulting**, hereinafter referred to as the "**CONSULTANT**", and is made to amend the existing contract known as **CONTRACT # 0809-221**.

W I T N E S S E T H :

WHEREAS, during the performance of **CONSULTANT'S** duties pursuant to **CONTRACT # 0809-221** 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 # 0809-221** to provide in its entirety as follows:

This Contract shall be effective from April 15, 2008, subject to Carson City Board of Supervisors approval (anticipated to be November 19, 2009) to November 8, 2010 unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

- 2 Amend Paragraph 4.1 of **CONTRACT # 0809-221** 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 # 0809-221** attached hereto and incorporated herein by reference for and on behalf of CITY herein referenced as "**Services**."

- 3 Amend Paragraph 5.1 of **CONTRACT # 0809-221** 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 One Hundred Five Thousand, Nine Hundred One

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Dollars and No Cents (\$105,901), which is an increase to the original contract amount by \$55,902.

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.

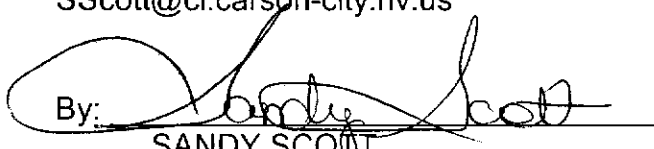
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0809-221**

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: 

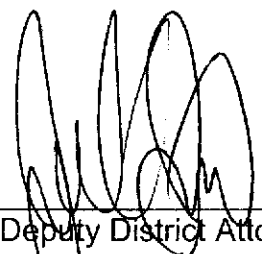
SANDY SCOTT

DATED 11/9/09

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

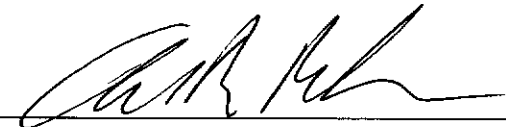
By: 

Deputy District Attorney

DATED 11/9/09

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 11-9-09

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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David Carlson 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: David Carlson

TITLE: Principal

FIRM: Aqua Hydrogeologic Consulting

CARSON CITY BUSINESS LICENSE #: 09-00012786

Address: P.O. Box 18793

City: Reno **State:** Nevada **Zip Code:** 89511

Telephone: (775) 250-9700/ **Fax #:** (775) 996-1761

E-mail Address: david@aquagroundwater.com

(Signature of **CONTRACTOR**)

DATED _____.

STATE OF _____)
_____) **ss**
County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0809-221

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 19, 2009 approved the acceptance of **CONTRACT No.0809-221**. Further, the Board of Supervisors authorizes the Mayor of Carson City 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 19th day of November, 2009.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 19th day of November, 2009.

Fee Schedule for 2009

Principal	\$120/hr
Senior Hydrogeologist	\$100/hr
Project Hydrogeologist/Geologist	\$90/hr
Groundwater Modeler	\$110/hr
AutoCAD/Graphics Designer	\$95/hr
Geologist	\$80/hr
Field Technician	\$70/hr
Administrative/accounting support	\$40/hr
Field Office (trailer)	\$100/day
Vehicle	\$.45/mile

Scope of Work

Prepare drilling bid documents (technical specifications) for Production Well No. 50, prepare pump development and testing bid document, collect data during field work, prepare documentation report and provide presentations for City Staff and domestic well owners for Well Development of the Carson City Water Utility System.

Exhibit B

AQUA Hydrogeologic Consulting

August 31, 2009

Mr. Rit Palmer
Operations Chief – Water
Public Works Department
3505 Butti Way
Carson City, Nevada 89701-3498

RE: Proposal for Hydrogeologic Consulting Services (Production Well No. 50)

Dear Mr. Palmer:

Aqua Hydrogeologic Consulting (AquaA) is pleased to submit our Scope of Work and Cost Estimate for consulting services for the proposed Production Well No. 50. As requested AquaA will act as the prime contractor and will sub-contract the well drilling, construction, and development of the project to (Boart Longyear) and the pumping tests to (Carson Pump). I have included their costs within our cost estimate.

At the present time, it is anticipate that Boart Longyear will be mobilization to the site either the first or second week of September. It is anticipated that the well will be drilled, constructed, and airlift developed during that week or early the following week. The pump development and pumping tests to be conducted by Carson Pump should be completed by first week in October.

The following is a description of the proposed Tasks to be undertaken and completed for this project.

Task 1.0 Prepare well drilling and testing bid documents

This task will include, development of well drilling, construction, development, and pumping test bid documents. These documents will be prepared and sent out to well drilling contractors. After receiving the responses, a contract with the successful drilling contractor and AquaA will signed. On this project, the drilling and pump contractors will be sub-contracted to AquaA.

Task 2.0 On-site supervision and data collection during well drilling

During this task AquaA will be providing all of the on-site supervision and data collection during the drilling and construction of Well No. 50. This task will include the following:

- Logging the borehole to its anticipated depth of 400 feet.
- Keep a record of the drilling materials used.
- Record drilling response activity.
- Record drilling penetration rate.
- Ensure drilling crew is following required safety practices.
- Document the drilling crews activity for well construction activity, including installation of casing per design, installation of gravel pack and annular cement seal.
- Provide on-site supervision and data collection during initial airlift development of the well.
- Provide supervision on other activities as required.

Task 3.0 On-site supervision and data collection during well development

This task will include the following:

- Provide on-site supervision and data collection during double-swab pump development program.
- Supervise and provide data collection during the pump development of the well.
- Supervise and provide data collection during the step-drawdown pumping test.
- Supervise and provided data collection during the proposed 72-hour constant-discharge pumping test. Data collection will be at the pumping well and nearby monitoring well.
- After the recovery period is complete, the data loggers will be removed from the pumping well and monitoring well.

Task 4.0 Evaluate data collected during well drilling/pumping test and prepare summary report

During this task a final report will be prepared, which will include documentation of all field activity, pumping test results and analysis to include projection of pumping on area domestic wells, and recommendations for production pump size and down hole setting.

On the following page is a Cost Estimate for the described tasks.

Cost Estimate**Task 1 Prepare Well Drilling and Pumping Test Documents**

Principal	40 hrs @ \$120/hr	\$4,800
Graphic Designer	4 hrs @ \$90/hr	<u>\$360</u>
Total		\$5,160

Task 2 Well Drilling Supervision and Data Collection

Principal	16 hrs @ \$120/hr	\$1,920
Senior Hydrogeologist	84 hrs @ \$100/hr	\$8,400
Senior Hydrogeologist	84 hrs @ \$100/hr	\$8,400
Field Trailer (6 days @ \$100/day)		<u>\$600</u>
Total		\$19,320

Task 3 Pumping Development and Testing

Principal	24 hrs @ @ \$120/hr	\$2,880
Senior Hydrogeologist	88 hrs @ \$100/hr	\$8,800
Project Geologist(s)	40 hrs @ \$90/hr	\$3,600
Field Trailer (10 days @ \$100/day)		<u>\$1,000</u>
Total		\$16,280

Task 4 Evaluation and Reporting

Principal	60 hrs @ \$120/hr	\$7,200
Senior Hydrogeologist	24 hrs @ \$100/hr	\$2,400
Graphic Designer	32 hrs @ \$90/hr	<u>\$2,880</u>
Total		\$12,480

Sub-Total **\$53,240**

Contingency 5% **\$2,662**

Project Total **\$55,902**

Sincerely,

Aqua Hydrogeologic Consulting

David

David Carlson
Principal