

**City of Carson City
Agenda Report**

Date Submitted: October 3, 2014

Agenda Date Requested: October 16, 2014
Time Requested: 5 Minutes

To: Mayor and Board of Supervisors

From: Public Works Department - Engineering Division

Subject Title: Action to approve and authorize the Mayor to sign a Water Line Participation Agreement by and between Steven and Dawn Hutson, and City of Carson City, a political subdivision of the State of Nevada, for work including, but not limited to the construction of a water line in accordance with approved plans and specifications for 1040 East Overland Street Water Main Extension. The total City commitment to this project, as specified in the agreement, shall not exceed a total of \$30,000 from the Water Fund. (Tom Grundy)

Staff Summary: The applicant, Steven and Dawn Hutson, agree to construct a water line in East Overland Street. The applicant is required to extend water mains from the end of the existing main across their frontage to accommodate construction of a new house. The connection of the water main to the main in Bigelow is needed for the overall completeness and continuity of the City's water system by providing increased redundancy and fire flows in the area. The applicant will contract for and have installed all required water lines from the existing water line starting in the intersection of East Overland Street and Bigelow Drive, and ending at the connection to the existing main approximately 380-feet westward, along with all facilities associated with such construction. The CITY shall reimburse the applicant not to exceed \$30,000 for actual construction costs associated with construction of the water main. The reimbursement will occur upon completion and acceptance of the work by the CITY and receipt by the CITY of the applicant's invoice, with copies of the invoices from the applicant's contractors.

Type of Action Requested:

Resolution

Formal Action/Motion

Ordinance

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve and authorize the Mayor to sign a Water Line Participation Agreement by and between Steven and Dawn Hutson, and City of Carson City, a political subdivision of the State of Nevada, for work including, but not limited to the construction of a water line in accordance with approved plans and specifications for 1040 East Overland Street Water Main Extension. The total City commitment to this project, as specified in the agreement, shall not exceed a total of \$30,000 from the Water Funds.

Explanation for Recommended Board Action: The applicant is required to extend water mains from the end of the existing main across their frontage to accommodate construction of

a new house. The connection of the water main to the main in Bigelow is needed for the overall completeness and continuity of the City's water system, by providing increased redundancy and fire flows in the area.

Applicable Statute, Code, Policy, Rule or Regulation: The applicant is required to extend the water main across their frontage pursuant to CCMC 12.01.210. The remaining extension will provide increased redundancy and fire flows in the area.

Fiscal Impact: Not to exceed \$30,000

Explanation of Impact: The City's portion of the project is not to exceed \$30,000.

Funding Source: Water Fund, Account Number 520-3505-435.70-40

Alternatives: Not to participate with the homeowner to construct the water main.

Supporting Material: Sewer and Waterline Participation Agreement.

Prepared By: Tom Grundy, Senior Project Manager

Reviewed By:	<u>Al M Brubette - Acting</u>	Date: <u>10/7/14</u>
	(Public Works Director)	
	<u>Nicholas Mariano</u>	Date: <u>10/7/14</u>
	(City Manager)	
	<u>[Signature]</u>	Date: <u>10/7/14</u>
	(District Attorney)	
	<u>[Signature]</u>	Date: <u>10/7/14</u>
	(Finance Director)	

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____ _____

(Vote Recorded By)

***** PARTICIPATION AGREEMENT *****

**PERMIT NO. 14-916
WATER MAIN IMPROVEMENTS ON
East Overland Drive from Bigelow Drive to approximately 380 LF westward**

THIS AGREEMENT, dated this ___ day of _____, 2014, between STEVEN AND DAWN HUTSON, (hereinafter referred to as "APPLICANT"), and CARSON CITY, NEVADA, a consolidated municipality (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, the APPLICANT has agreed to perform certain work associated with construction of a water main extension, located on East Overland Street from Bigelow Drive to approximately 380 lineal feet (LF) westward, which work includes and is limited to construction of approximately 380 LF of 6" water main including services, a fire hydrant, necessary appurtenances and pavement restoration; and

WHEREAS, the CITY desires to have improvements completed by the APPLICANT in accordance with the approved plans, specifications and drawings, all applicable provisions of the Carson City Municipal Code and any other applicable ordinances or regulations which are hereby referred to and made a part of this Agreement by reference, and in accordance with the specific conditions set forth within this Agreement itself; and

WHEREAS, Carson City Municipal Code 12.01 places the requirements upon the APPLICANT; and

WHEREAS, the CITY agrees to perform the engineering design work and pay for the following items; the hot tap of the water main in Bigelow Dr., the fire hydrant assembly, the portion of the water main from the east property line of 1040 East Overland Street to the connection to the main in Bigelow Drive, the gate valve assemblies and sawcut, removal and patching of pavement associated with the aforementioned work. All costs will be determined by the actual quantity placed in the field using the unit prices provided by the chosen Contractor; and

WHEREAS, the CITY agrees to pay for 46% of the following items; permitting fees, material testing costs, mob/demob, traffic control, storm water protection and the air release valve assembly. All costs will be determined by the actual quantity placed in the field using the unit prices provided by the chosen Contractor; and

WHEREAS, the CITY agrees, in the event of a change order to pay the portion of the change order which is deemed by the Public Works Director to be the responsibility of the CITY.

NOW, THEREFORE, the parties to this Agreement, in consideration of the provisions herein contained and other good and valuable consideration, do hereby agree as follows:

1. The CITY shall complete design work for the East Overland Street Water Main Improvements as described above.
2. The CITY shall upfront the costs of permitting and testing.

3. The APPLICANT shall provide three signed bids from qualified contractors to construct the East Overland Street Water Main Improvements.
4. The CITY shall choose the bid which is most advantageous to the CITY from the three provided.
5. The APPLICANT shall contract for and complete the construction of the East Overland Street Water Main Improvements as described above.
6. The CITY shall reimburse the APPLICANT not to exceed THIRTY THOUSAND DOLLARS (\$30,000.00) for costs of constructing the above improvements on East Overland Street from Bigelow Drive to approximately 380 feet westward, based on the Contractor's bid chosen by the City. The CITY will deduct 54% of the actual permitting and testing costs which were paid by the City. The reimbursement will occur upon completion and acceptance of the work by the CITY and receipt by the CITY of APPLICANT's invoice. The invoice shall be itemized for all items to be included in the participation. Failure to provide the itemized bill will exempt the installation from participation.
7. The total commitment by the CITY to this project shall not exceed THIRTY THOUSAND DOLLARS (\$30,000).
8. This Agreement shall be binding on both parties for a twelve (12) month period following the final date of the Agreement or until the final completion of the project, if under construction during this time period. If APPLICANT fails to commence construction on both the water main improvements and any improvements on APN 009-

184-09 within a twelve (12) month period following the date of the Agreement, this Agreement including, Condition #10, shall become null and void.

9. The construction work under this Agreement shall begin when and if APPLICANT commences construction of water main improvement on East Overland Street from Bigelow Drive to approximately 380 LF westward. APPLICANT agrees to complete the construction of work under this Agreement within 60 days of commencement of construction of the work under this Agreement.

10. If APPLICANT fails, neglects, or refuses to construct said improvements as and when agreed and per the plans and specifications, such failure shall constitute a breach of this Agreement. If APPLICANT fails to cure the default upon the request of CITY, the CITY, at its option, may correct such default and thereupon recover from APPLICANT the cost thereof. The foregoing shall be in addition to, and not exclusive of, any other remedy now or hereafter provided by law and the pursuit of any right or remedy shall be construed as any election.

11. This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPLICANT: STEVEN AND DAWN HUTSON

Steve Hutson

Dawn Hutson

Subscribed and sworn to before me on
this ____ day of _____, 2014
by Steven Hutson and Dawn Hutson

Notary Public

CITY:

ROBERT L. CROWELL, Mayor

ATTEST:

ALAN GLOVER
Clerk-Recorder

Approved as to form:

APPROVED:

District Attorney

DARREN SCHULZ, P.E., Public Works Director

NICK PROVIDENTI, Finance Director