

**City of Carson City
Agenda Report**

Date Submitted: March 27, 2007

Agenda Date Requested: April 5, 2007
Time Requested: Consent

To: Mayor and Supervisors

From: D.S., Engineering Division

Subject Title: Action to approve and authorize the Mayor to sign a Sewer and Water Line Participation Agreement by and between Todd & Jennifer Glanzmann, and City of Carson City, a political subdivision of the State of Nevada, for work including, but not limited to the construction of a sewer line and water line in accordance with approved plans and specifications for the Mark Way sewer and water line extension. The total City commitment to this project, as specified in the agreement, shall not exceed a total of \$124,969.00 from the Water and Sewer Funds and other matters properly related thereto.

Staff Summary: The applicant, Todd & Jennifer Glanzmann, agrees to construct a sewer and water line along the property frontage. The sewer and water line are needed for the overall completeness and continuity of the city's sewer and water main systems and to provide water and sewer services to the future Ronald D. Wilson Memorial Park. The applicant will contract for and have installed all required sewer and water lines from the existing sewer and water lines starting at the west end APN #008-112-08 and ending at the west side of the frontage of APN #008-112-05, along with all facilities associated with such construction. The CITY shall reimburse the APPLICANT not to exceed \$12,886.00 for actual costs associated with engineering design; not to exceed \$3,579.00 for engineering services during construction including surveying/staking and record drawings; and not to exceed \$108,504.00 which represents 85% of the actual construction costs of constructing the above improvements on Mark Way from James Drive to approximately 555 LF eastward based on Contractor's bid (Exhibit "A"). The reimbursement will occur upon completion and acceptance of the work by the CITY and receipt by the CITY of APPLICANT's invoice, with copies of the invoices from APPLICANT's contractors, engineers and surveyors.

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 and authorize the Mayor to sign a Sewer and Water Line Participation Agreement by and between Todd & Jennifer Glanzmann, and City of Carson City, a political subdivision of the State of Nevada, for work including, but not limited to the construction of a sewer line and water line in accordance with approved plans and specifications for the Mark Way sewer and water line extension. The total City commitment to this project, as specified in the agreement, shall not exceed a total of \$124,969.00 from the Water and Sewer Funds and other matters properly related thereto.

Explanation for Recommended Board Action: The applicant is required to extend water and sewer services to accommodate new house construction. The City owns property adjacent to the water and sewer extension which will soon be developed as Ronald D. Wilson Memorial Park. The sewer and water line are needed for the overall completeness and continuity of the City's sewer and water main systems. The park project would not be able to proceed without this sewer and water line extension.

Applicable Statute, Code, Policy, Rule or Regulation: For the participation of the required improvements as a part of the Carson City Municipal Code, section 12.01.210 and Nevada Revised Statutes 278.462, authorizing public agencies to enter into agreements to perform a service, activity or undertaking, and all applicable ordinances or regulations referred to and made part of this Participation Agreement.

Fiscal Impact: See staff summary.

Explanation of Impact: Approx \$69,000.00 from Water Fund (55% of total) and \$56,000.00 from Sewer Fund (45% of total).

Funding Source: Water and Sewer Funds.

Alternatives: No viable alternative.

Supporting Material: Sewer and Waterline Participation Agreement.

Prepared By: Jeff Sharp, Deputy City Engineer

Reviewed By:


(City Engineer/D.S. Director)

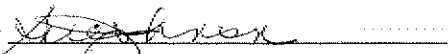
Date: 3/22/07


(City Manager)

Date: 3/27/07


(District Attorney)

Date: 3-27-07


(Finance Director)

Date: 3/27/7

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

***** SEWER AND WATER LINE PARTICIPATION AGREEMENT *****

PERMIT NO. 06-1274

TODD AND JENNIFER GLANZMANN

SEWER AND WATER MAIN IMPROVEMENTS

Mark Way - from James Drive to approximately 555 lineal feet eastward

THIS AGREEMENT, dated this ____ day of _____, 2007, between Todd and Jennifer Glanzmann, (hereinafter referred to as "APPLICANT"), and CARSON CITY, NEVADA, a consolidated municipality (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, the CITY has asked the APPLICANT to perform certain work associated with engineering design and construction of sanitary sewer and water improvements, including roadway restoration, on Mark Way from James Drive to approximately 555 lineal feet eastward; and

WHEREAS, the APPLICANT has agreed to perform certain work associated with engineering design and construction of sewer and water main extensions, located on Mark Way from James Drive to approximately 555 lineal feet eastward, which work includes and is limited to engineering design and construction of 555 lineal feet of 8" sewer main and 555 lineal feet of 8" water main including services, laterals, 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

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 AGREEMENT is subject to the requirements set forth in NRS 338.0115. The APPLICANT shall contract for and complete design work and construction of the Mark Way sewer and water main improvements as described herein; and, the CITY agrees to reimburse the APPLICANT up to the amount of TWELVE THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS (\$12,886.00) for actual costs associated with engineering design; up to the amount of THREE THOUSAND FIVE HUNDRED SEVENTY NINE DOLLARS (\$3,579.00) for engineering services during construction including surveying/staking and record drawings; and up to the amount of ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED FOUR DOLLARS (\$108,504.00) for the actual costs of constructing the improvements on Mark Way from James Drive to approximately 555 lineal feet eastward, which represents 85% of the Contractor's bid in Exhibit "A".

2. The reimbursement will occur within thirty (30) working days upon completion and acceptance of the Mark Way sewer and water main improvements described herein by the CITY, and the receipt by the CITY of APPLICANT's invoice, copies of invoices from the APPLICANT's contractors, material suppliers, engineers and surveyors along with proof of payment thereof. The invoice shall be itemized and include cost

differentials for all items to be included in the AGREEMENT. Failure to provide the itemized bill and proof of payment to contractors, material suppliers, engineers and surveyors is grounds for the CITY to withhold reimbursement.

3. This AGREEMENT shall be binding on the parties until completion of the project or within twelve (12) months of execution of the AGREEMENT by the parties whichever occurs first.

4. The construction work pursuant to this AGREEMENT shall commence within ninety (90) days of execution of the AGREEMENT.

5. If APPLICANT fails, neglects, or refuses to construct said improvements as and when agreed, such failure shall constitute a breach of this AGREEMENT. If APPLICANT fails to cure the default upon the request of CITY, within thirty (30) days, the CITY, at its option, may correct such default and thereupon recover from APPLICANT the cost thereof or may require the specific performance by APPLICANT of all the construction as required under this AGREEMENT. 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.

6. This AGREEMENT shall bind the heirs, executors, administrators, successors, and assigns of the respective parties.

7. To the fullest extent permitted by law, the APPLICANT shall indemnify, hold harmless and defend, not excluding the CITY's right to participate, the CITY from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or

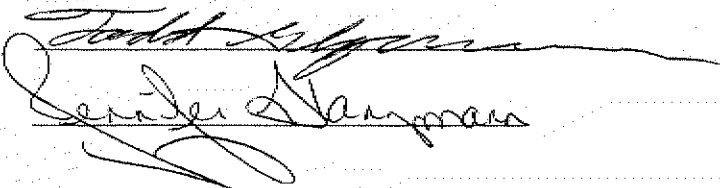
willful acts or omissions of the APPLICANT, its officers, employees, consultants, contractors, agents, invitee's and/or guest's wrongful conduct.

8. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada.

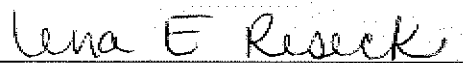
9. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter hereof.

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

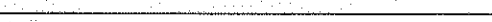
APPLICANT: TODD AND JENNIFER GLANZMANN

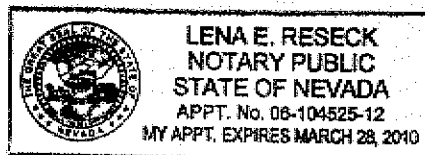


Subscribed and sworn to before me on this 15th day of March, 2007


Notary Public

CITY:

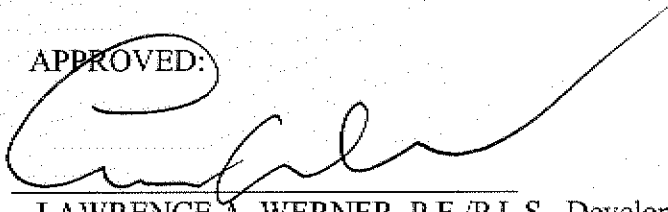

MARV TEIXEIRA, Mayor



ATTEST:


ALAN GLOVER, Clerk-Recorder

APPROVED:

A handwritten signature in black ink, appearing to be 'Lawrence A. Werner', written over a horizontal line.

LAWRENCE A. WERNER, P.E./P.L.S., Development Services Director

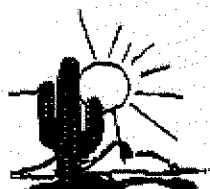
APPROVED AS TO FORM:

District Attorney

APPROVED AS TO FINANCIAL IMPACT:

Finance

EXHIBIT A



Marv McQueary Excavating, Inc.
 PO Box 1841 Carson City, NV 89702
 Phone: 775-246-3976 Fax: 775-246-9636
 NV Lic #018530 Limit \$8.5 Million
 CA Lic #795237 Unlimited

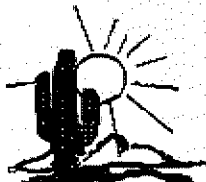
To:	Palmer Engineering Group LTD	Contact:	Jennifer Glanzmann @ Cinderlita
Address:	611 N. Nevada Street Carson City, NV 89703	Phone:	(775) 882-4483
		Fax:	(775) 882-1672
Project Name:	Mark Way SS & Water Extension	Bid Number:	
Project Location:	Carson City	Bid Date:	1/29/2007

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	4" SDR 35 Sanitary Sewer	121.00	LF	\$37.00	\$4,477.00
	8" SDR 35 Sanitary Sewer	554.00	LF	\$47.00	\$26,038.00
	Connect To Existing 8" Sanitary Sewer	1.00	EACH	\$645.00	\$645.00
	Type 1 Sanitary Sewer Manhole	2.00	EACH	\$3,300.00	\$6,600.00
	Connect Sanitary Sewer Laterals	5.00	EACH	\$131.00	\$655.00
	8" C-900 CL150 PVC Water Main	554.00	LF	\$38.50	\$21,329.00
	Fire Hydrant Assm	2.00	EACH	\$4,500.00	\$9,000.00
	6" Water Connection To 8" Water Main	2.00	EACH	\$2,100.00	\$4,200.00
	1" CTS PE Water Service Stub	2.00	EACH	\$1,680.00	\$3,360.00
	3/4" CTS PE Water Service Stub	2.00	EACH	\$1,850.00	\$3,700.00
	8" Gate Valve	2.00	EACH	\$1,930.00	\$3,860.00
	1" Water Meter	2.00	EACH	\$1,360.00	\$2,720.00
	Install Air Release Valve	1.00	EACH	\$1,565.00	\$1,565.00
	Connect To Existing 8" Water Main	1.00	EACH	\$535.00	\$535.00
	1" Water Connection To 8" Water Main	2.00	EACH	\$240.00	\$480.00
	3/4" Water Connection To 8" Main	2.00	EACH	\$200.00	\$400.00
	8" Blind Flange W/ Tie Backs	1.00	EACH	\$400.00	\$400.00
	Saw Cut AC Paving	1,485.00	LF	\$1.10	\$1,633.50
	AC Trench Patch	6,924.00	SF	\$3.95	\$27,349.80
	Temporary Patch & Maintenance	6,924.00	SF	\$1.25	\$8,655.00
Total Price for above Items:					\$127,602.30
Total Bid Price:					\$127,602.30

Notes:

- * This proposal may be withdrawn by us if not accepted within 30 days.
- * Excludes: Permits, Fee's, Bonds, Survey, Layout, Engineering, Soils Testing, Landscaping, Irrigation, Topsoil Placement, Concrete/Form Work, Dust Control When Not on Site, Erosion Control Maintenance, All Work Not Specifically Included Above.
- * This estimate is based on availability of all materials. We reserve the right to pass on all major price increases inclusive of fuel, asphalt concrete, piping, conduit, aggregates, etc.
- * Rock Excavation Exclusion Clarification: Any excavation that a Cat 325 trackhoe is incapable of excavating.
- * Bid for relocation of existing Air Release Valve based on reusing existing ARV, fittings and valve vault.
- * Quantities Shown are for Bidding Purposes Only. Actual Quantities to be Field Determined.

Payment Terms: Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

EXHIBIT A

Marv McQueary Excavating, Inc.
PO Box 1841 Carson City, NV 89702
Phone: 775-246-3976 Fax: 775-246-9636
NV Lic #018530 Limit \$8.5 Million
CA Lic #795237 Unlimited

To:	Palmer Engineering Group LTD	Contact:	Jennifer Glanzmann @ Cinderlite
Address:	611 N. Nevada Street Carson City, NV 89703	Phone:	(775) 882-4483
		Fax:	(775) 882-1672
Project Name:	Mark Way SS & Water Extension	Bid Number:	
Project Location:	Carson City	Bid Date:	1/29/2007

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Marv McQueary Excavating Inc.

Authorized Signature: _____

Estimator: Mark Byers