

Item # 5-4C

**CARSON CITY, NEVADA  
REQUEST FOR BOARD ACTION**

**Date Submitted:** March 23, 2007

**Agenda Date Requested:** April 5, 2007

**Time Requested:** Consent Agenda

**To:** Mayor and Supervisors

**From:** Public Works

**Subject Title:** Action to accept Public Works recommendation on the "Carson City Freeway Phase 2B Utility Relocations Engineering Design Services, South Edmonds Drive Sewer, Project No. 00-6010", Contract # 2006-129 and authorize Public Works to issue payments to Stantec Consulting, Inc., for a contract amount not to exceed \$ 71,308.00

**Staff Summary:** The sewer facilities in South Edmonds Drive and Valley View Drive are in conflict with the construction of Phase 2B of the Carson City Freeway by the Nevada Department of Transportation and will require relocation. Phase 2B of the Carson City Freeway starts at Fairview Drive on the north and runs southerly and then westerly to the intersection of South Carson Street (US 395) and Highway 50 West (US 50). This contract is for the Engineering Design required to perform the relocations.

**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 2B Utility Relocations Engineering Design Services, South Edmonds Drive Sewer, Project No. 00-6010", Contract # 2006-129 and authorize Public Works to issue payments to Stantec Consulting, Inc., for a contract amount not to exceed \$ 71,308.00

**Explanation for Recommended Board Action:** This is a professional services contract. This consultant was selected using the guidelines of NRS as indicated below. Although not required by law, a Statement of Qualification process was used to select this consultant.

The Louis Berger Group (LBG), Las Vegas is currently preparing relocation plans for Phase 2A and 2B of the Carson City Freeway utility relocations for Carson City. The sewer relocation engineering in South Edmonds Drive is being separated from the balance of the relocations in order to expedite the work to allow roadway widening of South Edmonds Drive at Koontz Lane in the late Fall of 2007. Thirty percent (30%) design has been completed by LBG. Certain survey and geotechnical work has been performed by LBG's sub consultants, Tri State Surveying and Black Eagle Consulting. Utilizing LBG's 30% design, Stantec will complete the design for the sewer relocation. Incidental work on City water lines may be required.

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February 28, 2007, a RFQ was advertised for the above named project. On March 13, 2007, the Public Works Department received Statement of Qualifications from Stantec Consulting and Wood Rodgers and a letter from Black & Veatch declining to submit an SOQ for this project. On March 26, 2007, the selection committee selected Stantec Consulting as the most qualified Consultant for this project.

**Applicable Statute, Code, Policy, Rule or Regulation:** Architects, Engineers and Surveyors are considered professional services contracts pursuant to the requirements of N.R.S., Chapters 332 and 625; therefore, a formal bidding process is not required.

**Fiscal Impact:** Not to exceed \$ 71,308.00

**Explanation of Impact:** If approved the referenced account(s) could be decreased by an amount not to exceed \$ 71,308.00

**Funding Source:** Water 520-3505-435-7893 NDOT By-Pass Non-Reimbursable, 520-3505-435-7894 NDOT By-Pass Reimbursable, 515-0000-434-7998 NDOT By-Pass Replacement (Reimbursable) and 515-0000-434-7999 NDOT By-Pass Extension (Non-Reimbursable) as provided for in FY 2006/2007.

**Alternatives:** Provide Other Direction Pursuant to Board Action.

**Supporting Material:** Agreement & Proposal from Consultant

**Prepared by:** Sandy Scott, Contract Coordinator

Reviewed By: Jay Ahrens Date: 3/27/07

Jay Ahrens, PE  
Reviewed By: (C/M) M. H. [Signature] Date: 3/27/07

Reviewed By: (Finance Dir) [Signature] Date: 3/27/07

Reviewed By: (DA) Melanie Bubotta Date: 3/27/07

Reviewed By: (Public Works) [Signature] Date: 3/27/07

**BOARD ACTION:**

Motion \_\_\_\_\_ 1: \_\_\_\_\_ (Aye)

2: \_\_\_\_\_ (Nay)

\_\_\_\_\_  
(Vote Recorded By)

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**THIS AGREEMENT**, made and entered into this 5<sup>th</sup> day of April, 2007, 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 Stantec Consulting, Inc., a qualified firm, licensed in the State of Nevada and Carson City, with an office located at 6980 Sierra Center Parkway, Suite 100, Reno Nevada 89511 hereinafter referred to as the "**CONSULTANT**".

**WITNESSETH:**

**WHEREAS**, the Contracts Division for the City and County of Carson City is authorized to approve and accept the Agreement as set forth in and by the following provisions; and

**WHEREAS**, no contract or agreement concerning the duties, responsibilities, and/or scope of work by the **CONSULTANT** presently exists; and

**WHEREAS**, the **CITY** desires to employ the services of the **CONSULTANT** for the intended work of hereinafter referred to as "**CONTRACT #2006-129**", and titled "**Carson City Freeway Phase 2B Utility Relocations Engineering Design Services, South Edmonds Drive Sewer, Project No. 00-6010**"; and

**WHEREAS**, the **CONSULTANT** shall be compensated for all services rendered as herein agreed.

**NOW, THEREFORE**, in consideration of the premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

**ARTICLE 1**

**1 SCOPE OF WORK:**

**1.1 Description of Work:**

**1.1.1 See attached proposal from Consultant dated \_\_(not available)\_\_\_.**

**1.2 The **CONSULTANT**, as promptly and as economically as practicable, shall perform the services as described in the **Description of Work**.**

**1.3 This agreement represents the entire understanding between the parties. Any amendments to this Agreement shall be agreed upon in writing between the **CITY** and **CONSULTANT**.**

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**ARTICLE 2**

**2 TIME OF COMPLETION:**

- 2.1 **CONSULTANT** shall complete the **Scope of Work** on or before December 31, 2007, however, this contract continues as long as funding exists to continue. The contract may be terminated after this date by either party giving five (5) days written notice to terminate the contract.
- 2.2 *If, however, the **CONSULTANT** is delayed in the performance or completion of the work under this Agreement by labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the **CONSULTANT** and without his fault or negligence, then the time for the performance or completion of said work may be extended for a reasonable period to allow therefore.*

**ARTICLE 3**

**3 COMPENSATION:**

- 3.1 **CITY** agrees to pay the **CONSULTANT** upon performance of the work described in **Scope of Work**.
- 3.2 **CITY** shall pay **CONSULTANT** compensation based upon time and materials not to exceed a maximum amount of \$ \_\_\_\_\_ hereinafter referred to as the **CONTRACT SUM**.
- 3.3 The compensation named herein is for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work.
- 3.4 **CITY** agrees to make payments within thirty (30) days after acceptance of the completed work or from the date the correct invoice is received by the **Contact Person**, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to the **CONSULTANT**.
- 3.5 The **CITY** reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the **CITY** does not allocate funds to continue the function performed by the **CONSULTANT** obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.
- 3.6 None of the sums due or to become due, nor any of the work to be performed under this Agreement shall be assigned, nor shall the **CONSULTANT** subcontract any substantial portion of this Agreement without the **CITY'S** prior written consent.

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**ARTICLE 4**

**4 PERMITS AND REGULATIONS:**

- 4.1 Before commencing with the performance of any work under this Agreement, the **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary.
- 4.2 Before and during the progress of work under this Agreement, the **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Agreement.
- 4.3 If the **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.
- 4.4 **CONSULTANT** agrees to obtain a Carson City Business License and provide a copy of same to Carson City Public Works - Contracts Division prior to commencing work.

**ARTICLE 5**

**5 CITY'S RESPONSIBILITIES:**

- 5.1 The **CITY** shall provide requested information to the **CONSULTANT** in a timely manner.
- 5.2 The **CITY** shall designate three (3) representatives who are authorized to act on the **CITY'S** behalf with respect to the Project. These authorized representatives shall render decisions on documents submitted by the **CONSULTANT** in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the services.

5.2.1 **Contract Administrator:**

Sandy Scott, Contract Administrator  
Carson City Public Works - Contracts Division  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x1101 / FAX 887-2112

5.2.2 **Project Manager:**

Jay Ahrens, PE, Senior Project Manager  
Carson City Public Works – Transportation/Capital Projects  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x 1002 / FAX 887-2112

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5.2.3 **Detailed Invoices using the City's format shall be mailed to:**

Karen White, Management Assistant  
Carson City Public Works – Transportation/Capital Projects  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x1023 / FAX 887-2112

**ARTICLE 6**

**6 INSURANCE:**

**6.1 GENERAL LIABILITY:**

6.1.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, such general liability and property damage insurance as shall protect him and any subconsultant performing work covered by the Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the **CONSULTANT'S** performance, or by any subconsultant, person, firm or employee directly or indirectly employed by him.

6.1.2 The **CONSULTANT** agrees that the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701 shall be listed as an additional insured.

**6.2 PROFESSIONAL LIABILITY:**

6.2.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, errors and omissions insurance.

**6.3 INDUSTRIAL INSURANCE:**

6.3.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, worker's compensation insurance as required by the provisions of Chapter 616 of the NRS.

**6.4 ADDITIONAL INSURANCE REQUIREMENTS:**

6.4.1 Upon failure to provide insurance, the **CITY** may, at its sole option, order the **CONSULTANT** to stop work, suspend the Agreement, or terminate the Agreement.

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- 6.4.2 The **CONSULTANT** shall furnish to the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701, the certificates of said insurances prior to commencing work.
- 6.4.3 Within 24 hours of any suspension, cancellation, reduction, or termination of coverage, the **CONSULTANT** agrees to provide the **CITY** written notice of same.
- 6.4.4 In the event the **CITY** must pay any premium(s) on behalf of the **CONSULTANT**, after the execution of this Agreement, the **CONSULTANT** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **CONSULTANT** by the **CITY**.

**ARTICLE 7**

**7 INDEMNIFICATION:**

- 7.1 This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the **CONSULTANT** will be an independent contractor and not Carson City's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act, The Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Nevada State revenue and taxation law. The **CONSULTANT** will remain sole and absolute discretion in the judgment of the manner and means of carrying out the **CONSULTANTS** activities and responsibilities hereunder. The **CONSULTANT** agrees that it is a separate and independent enterprise from the public employer, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **CONSULTANT** and the City, and the City will not be liable for any obligation incurred by the **CONSULTANT**, including but not limited to unpaid minimum wages and/or overtime premiums.
- 7.2 The **CONSULTANT** hereby agrees to indemnify, hold harmless and defend, not excluding the City's right to participate, the City, its officers, agents and employees, from and against all liability, claims, actions, damages, losses and expense, including but not limited to reasonable attorneys' fees and costs arising out of any negligent or willful acts or omissions of the Consultant, its officers, agents and employees.

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**ARTICLE 8**

**8 TERMINATION:**

- 8.1 Anything in this Agreement to the contrary notwithstanding, if the **CONSULTANT** should fail to make progress as to endanger performance of this Agreement in accordance with its terms, or if he should fail to make prompt payments to subconsultants for material or labor, or if he should violate any laws, ordinances or regulations, or otherwise violate any provision of this Agreement, then the **CITY** may, without prejudice to any other right or remedy, terminate this Agreement in whole or from time to time in part upon written notice and proceed to complete or cause the work to be completed.
- 8.2 The **CITY** may deduct the cost of completing the said work from payments then or thereafter due to the **CONSULTANT**, who shall pay the **CITY** any amount by which such cost of completion shall exceed the unpaid monies due or to become due to the **CONSULTANT**.
- 8.3 In addition to the provisions of the preceding paragraph, the **CITY** shall have the right to terminate this Agreement without cause upon five (5) days' written notice to the **CONSULTANT**. In that event, the **CITY** shall pay to the **CONSULTANT** a proportionate amount of the **CONTRACT SUM**, as amended, based upon the percentage of the completion of the work under this Agreement and any amendment hereto.

**ARTICLE 9**

**9 USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS:**

- 9.1 The Drawings, Specifications and other documents prepared by the **CONSULTANT** for the Project are instruments of the **CONSULTANT'S** service for use solely with respect to the Project and, unless otherwise provided, the **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.
- 9.2 The **CITY** shall be permitted to retain copies, including reproducible copies, of the **CONSULTANT'S** Drawings, Specifications, and other documents for information and reference in connection with the Project.
- 9.3 The **CONSULTANT'S** Drawings, Specifications and other documents shall not be used by the **CITY** or others without expressed permission of the **CONSULTANT**.

**ARTICLE 10**

**10 MISCELLANEOUS:**

- 10.1 This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Nevada.



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- 10.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 10.3 The **CITY** and **CONSULTANT**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 10.4 This Agreement represents the entire and integrated agreement between the **CITY** and **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **CITY** and **CONSULTANT**.
- 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONSULTANT**.
- 10.6 **CONSULTANT** shall be required to maintain telephone service such that the **CITY** may contact or leave a message for the **CONSULTANT** or their designee at any time. **CONSULTANT** shall provide advance notice to the **CITY** of any change in telephone number.
- 10.7 Written notice under this Agreement, shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered mail to the **CONSULTANT** at the address shown on page 9, or to the **CITY** at the address shown herein.

10.7.1 Notice to **CITY** shall be addressed to:

Carson City Public Works - Contracts Division  
C/O Sandy Scott, Contract Administrator  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x1101 / FAX 887-2112

- 10.8 Failure of either party to this Agreement to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of subsequent failures to comply with any such provision.

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**ARTICLE 11**

**11 COST ACCOUNTING AND AUDITS:**

- 11.1 If required by the **CITY**, the **Consultant** agrees to make available to the **CITY** within two (2) years after the completion of the work under this Agreement, such books, records, receipts, vouchers, or other data as may be deemed necessary by the **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the work performed under this Agreement.

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**12    ACKNOWLEDGMENT AND EXECUTION:**

12.1    This **AGREEMENT** entered into as of the day and year first written above.

**CITY'S CONTRACTING AGENT**

BY: Sandy Scott  
Title: Contract Administrator  
Carson City Public Works  
Contracts Division  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355 x1101

**CITY DEPARTMENT:**

Public Works

**I hereby concur with the initiation of this Agreement and I certify that the consultant will not be given authorization to begin work until this Agreement has been signed by all parties.**

\_\_\_\_\_  
Signature

DATED this \_\_\_\_ day of March, 2007

BY: Andrew Burnham  
Title: Public Works Director  
Address: 3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355 x1011

**CITY CONTACT PERSON**

**NAME:** Jay Ahrens, PE, Senior Project Manager

**PHONE:** 775-887-2355 x 1002

\_\_\_\_\_  
Signature

DATED this \_\_\_\_ day of March, 2007

I certify that the funds are available for this project.

**FUNDING SOURCE:**

Water  
520-3505-435-7983 NDOT By-Pass NonReimb.  
520-3505-435-7894 NDOT By-Pass Reimb.  
Sewer  
515-0000-434-7998 NDOT By-Pass Reimb.  
515-0000-434-7999 NDOT By-Pass NonReimb.

**BUDGET ALLOCATION:** Total \$6,308,897.00  
By: Ken Arnold, Public Works Operations Manager

\_\_\_\_\_  
Signature

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STATE OF NEVADA )  
 ) ss  
 CARSON CITY )

John Welsh deposes and says: That he is the Consultant, or authorized agent of the Consultant, for whom the aforesaid described work is to be performed by; that he has read the foregoing Agreement and understands the terms, conditions, and requirements thereof.

**I further understand that I must not begin work on this project until this agreement has been signed by the Board of Supervisor's.**

**CONSULTANT**

**BY:** John Welsh, P.E.  
**TITLE:** Managing Principal  
**FIRM:** Stantec Consulting  
**BUSINESS LICENSE #:** 07-0012145  
**Address:** 6980 Sierra Center Parkway, Suite 100  
**City:** Reno  
**State/Zip Code:** Nevada 89511  
**Telephone:** 775-850-0777  
**Fax#** 775-850-0787

\_\_\_\_\_ (Signature of Consultant)

DATED this \_\_\_\_\_ day of March, 2007

**NOTARY**

**NAME:** \_\_\_\_\_  
*(printed name of notary)*

L.S.

\_\_\_\_\_ (signature of notary)

DATED this \_\_\_\_\_ day of March, 2007

**CARSON CITY, NEVADA  
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**13 CONTRACT ACCEPTANCE AND EXECUTION:**

13.1 The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 5, 2007, approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 2006-129** and titled "**Carson City Freeway Phase 2B Utility Relocations Engineering Design Services, South Edmonds Drive Sewer Project**" 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 5<sup>th</sup> day of April, 2007

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this 5<sup>th</sup> day of April, 2007

\*\*\* END OF DOCUMENT \*\*\*

**Stantec Consulting Inc.**  
6980 Sierra Center Parkway Suite 100  
Reno NV 89511  
Tel: (775) 850-0777 Fax: (775) 850-0787



**Stantec**

March 28, 2007

Mr. Jay Ahrens, PE  
Senior Project Manager  
**CARSON CITY PUBLIC WORKS DEPARTMENT**  
3505 Butti Way  
Carson City, Nevada 89701-3498

**RE: Carson City Freeway Phase 2B Utility Relocations  
South Edmonds Drive Sewer  
Project # 00-6010  
Contract No. 2006-129**

Dear Mr. Ahrens:

Stantec appreciates the opportunity to provide this proposal for professional engineering design services for the South Edmonds Drive sewer as part of the Carson City Freeway Phase 2B utility relocation activities.

### **PROJECT UNDERSTANDING**

The following subsections provide a description of Stantec's project understanding based on our meeting of Thursday March 22, 2007.

#### **Project Description**

The project site is along South Edmonds Drive, between the intersection of Damon Drive and Valley View Drive and includes approximately 3,300 lineal feet of sanitary sewer construction. Currently a sanitary sewer does not exist within this portion of South Edmonds Drive. The new sewer pipeline will start at the existing sewer in Valley View Drive eliminating the existing westerly flow and convey it northwards in a new sewer pipeline along South Edmonds Drive to the existing manhole just south of Damon Road. The segment within Valley View will be abandoned within the limits of NDOT right of way for future freeway construction.

Along with sewer main line construction new sanitary sewer laterals will be installed to the residences on the east side of South Edmonds Drive. The laterals will be extended to near the property line of the residences for future connection by the homeowners.

#### **Previous Design Activity**

The design of the sewer pipeline has been developed to the approximately 30% complete level by others. Stantec understands Carson City wants the 30% completed design to be reviewed for adequacy and modified accordingly in final design.

## **Stantec**

Mr. Jay Ahrens, PE  
**CARSON CITY PUBLIC WORKS DEPARTMENT**  
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### **NDOT Aspects of the Project**

The sewer pipeline project includes aspects that are both reimbursable and non-reimbursable to Carson City by the Nevada Department of Transportation. Generally sewer mainline and manholes are reimbursable (Schedule A) whereas sewer laterals (Schedule B) are not reimbursable. Project cost estimates will be based on reimbursable and non-reimbursable components. Billing backup will be required for the services provided by Stantec for the purposes of providing information required in the event of an NDOT audit of the project. Use of the specific project name provided by Carson City is required for NDOT reimbursement considerations. Separate mobilization for reimbursable and non-reimbursable aspects of the project will be required. Carson City will pro-rate the fees for Stantec's services based on reimbursable and non-reimbursable construction costs.

Project design will require coordination with NDOT as the design progresses. The coordination contact for NDOT will be Chelsea Ryan of NDOT. Abandonment of existing sewer pipeline in Valley View Drive within NDOT right of way will require an NDOT permit for construction activity.

### **Base Mapping and Field Survey**

NDOT generated topography will be provided by Carson City to Stantec to be used as the base drawing for the project. Because of their past project involvement Stantec will subcontract with Tri State Surveying for additional surveying services required for the project including record parcel data, and field survey of existing utility information visible within the limits of the project. Required survey activity will also include preparing roadway and ditch cross sections at an interval to be determined. Field survey services will also include edge of pavement delineation and verification of pothole offsets provided by Carson City.

### **Geotechnical Services**

Stantec's in-house geotechnical personnel will perform a field geotechnical investigation and Stantec engineers and technicians will advance the design and develop the construction documents using geotechnical information developed from the field investigation. Prior to initiating the field work, Stantec will review and utilize any NDOT Freeway geotechnical information and modify the exploration program if necessary. Soil borings and/or test pits will provide information necessary to assess the potential rock interferences to excavation and other geotechnical considerations for the design. Carson City has indicated that not a full geotechnical investigation report is required. Rather a letter report will suffice. Soil boring information will be provided to bidding contractors.

### **Information Provided to Stantec**

To assist in project design and execution the following documents were provided to Stantec.

1. Sample plans of previous sewer pipeline projects by Carson City.
2. Project Information for Consultants
3. Contract Information for Consultants
4. Contract Special Conditions for Consultants
5. Sewer map book pages CM 21 and CM 23

### **Existing Utilities and Potholing**

Two existing Paiute Pipeline natural gas pipelines and a water transmission are aligned along South Edmonds Drive in the vicinity of the project. Project design will require potholing of existing utilities. The potholing will be performed by Carson City forces based on pothole location investigation sites provided by Stantec's surveyor on the project.

### **Coordination with Carson City Residents and Agencies**

## **Stantec**

Mr. Jay Ahrens, PE  
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Carson City will coordinate with homeowners to identify the best location for sewer lateral construction. Laterals will not be constructed to adjacent lands owned by the BLM. Carson City officials will also perform any coordination required with the Bureau of Land Management including right of way permits if necessary.

### **Design Requirements/Considerations**

The project design is subject to the following design requirements/considerations.

- Topographic constraints of the adjacent roadside ditch for lateral connections.
- Preparation of profiles to be shown on the plans for lateral pipeline.
- Meeting current regulatory water/sewer separation standards.
- Carson City AutoCad drafting standards are to be used.
- Stub-out a mainline in Sinbad Street and extend to just past roadway curb return.
- Use Carson City standard details and modify as required for project specific considerations.
- Design traffic control in a general sense by providing strategic sign locations for potential South Edmonds Drive road closure.
- Trench patching only since Edmonds will be resurfaced after completion of Phase 2B of the Carson City Freeway.
- Sewer alignment will generally be near the centerline of the roadway but interference from existing utilities will require deviation from the roadway centerline in places.
- Carson City will provide a sewer design flow rate for pipeline sizing.
- Carson City sewer design standards apply with respect to minimum velocities.
- Construction plans are to be set up for scaled half size drawings.
- Use 1" = 30' horizontal scale and 1"=3' vertical scale for pipeline plan and profile drawings.
- Use Carson City street names.
- Desired profile is above natural gas and below water main but the roadside ditch will probably be the controlling factor, the City's goal is to have as shallow of laterals as possible
- Use slurry fill for abandonment of sewer in Valley View Drive.

### **Contact Documents/Special Conditions**

Carson City will prepare the bid documents and construction contract special conditions based on input provided by Stantec. The special conditions are to be provided in Word Perfect format. Stantec will provide the special provisions section of the construction contract bid documents. Stantec will provide to Carson City a listing of the technical specification sections required for project construction. Stantec will provide to Carson City recommendations for modifications to contract general conditions and special conditions (if necessary) using a strike through format. Carson City will prepare the proposal form for contractor's bidding based on pay item descriptions provided by Stantec. Stantec will also provide a description of what is considered incidental work.



## **Stantec**

Mr. Jay Ahrens, PE  
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### **Construction Issues**

Project construction potentially includes a road closure to facilitate construction. If a stormwater pollution prevention plan (SWPPP) is required it will be prepared by the contractor. There will generally be no night work. Construction will be limited to the hours of 7AM to 7PM, because of nearby residences. All new construction materials will be used including pipe bedding and backfill. All excavation spoil will be disposed off site.

### **Bidding Period**

Upon completion of project design Stantec will provide construction cost estimates to Carson conforming to the requirements of identifying reimbursable and non-reimbursable aspects.

The services under this proposal will cease with the opening of contractor bids. A separate proposal will be provided by Stantec to Carson City for construction engineering services. Under this proposal Stantec will prepare a conformed set of plans after bid opening for construction that incorporate any addendums issued during the bidding period. A prebid meeting will be held with Stantec in attendance, however bid opening attendance by Stantec is not mandatory.

## **SCOPE OF WORK**

The scope of services is divided into the following 11 tasks.

### **Task 1 - Meetings, Project Coordination and Project Management**

**Kick-Off Meeting:** Stantec's project manager and representatives will meet with the City to review the project schedule that includes dates of all proposed submittals and review meetings, and to discuss the schedule and the tasks necessary to accomplish it. Stantec will bring the key project team members to the meeting to introduce them to the City staff who will be working on the project. Stantec will discuss and confirm all major project goals and constraints during this meeting.

Stantec will hold milestone meetings with the City and stakeholders/utility purveyors to coordinate progress, resolve issues, and determine actions necessary. We have scheduled one for every two weeks.

Stantec will visit the project site to become familiar with existing conditions and to facilitate the engineering analysis. This will occur during the design as well to check design to field conditions.

Stantec will attend up to five NDOT utility coordination meetings.

### **Task 2 - Data Gathering**

Stantec will review and incorporate data obtained from Carson City, NDOT, and utility purveyors and other information necessary for the detailed design of the proposed sanitary sewer. The information includes, but is not limited to, Record drawings of the roadway, the existing sewer, each sewer contributing or conveying flow to the existing sewer, stormdrain facilities within or near the corridor, as well as utility company information (i.e. water, gas, power, communication, cable, etc.).

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Stantec will prepare an exhibit of the project limits and general alignment of the proposed sewer improvements. The exhibit will be provided to all affected agencies, public and private utility companies with utilities within the project limits along with a request for mapping of their potentially impacted utilities. From this, location of necessary "potholing" will be developed.

### **Task 3 - Base Map Preparation and Field Survey**

Tri State Surveying will prepare a topographic survey base map at a 1" = 30' scale to be used during detailed design and preparation of sewer improvement construction plans and specifications. This project will likely utilize field methods to develop the topographic survey. As a part of the field work surveyors will locate visible utilities including invert information and top of nut elevations for gas and water. A best attempt will be made to represent existing utilities based on field and record plan information. To enhance the utility mapping, potholing will be utilized as well.

Surveyors will depict locations of geotechnical borings and potholing information, and indicate parcel lines and right-of-way lines from record or GIS data.

### **Task 4 - Geotechnical Investigation**

A geotechnical investigation and an associated report determining the findings of the investigation will be conducted by Stantec's in-house geotechnical personnel.

Our Geotechnical Investigation will include research, field exploration, field and laboratory testing, and engineering analyses to provide geotechnical recommendations for design and construction of the project. Readily available published maps and reports will be reviewed to identify the presence of documented geologic hazards at the site as well as any geotechnical information which NDOT may have as it relates to the adjacent freeway corridor.

Prior to commencement of our field exploration, we will contact USA Dig to locate existing utilities at the site. Field exploration shall consist of drilling 6 test borings (at approximate 500' spacing) using a CME 55 drill rig and standard penetration testing. The test borings will be drilled to depths of 10 to 15 feet below the existing pavement surface. Soils will be sampled using a two-inch OD split-spoon sampler driven by a standard 10-pound drive hammer with a 30-inch stroke. Larger diameter in-place samples will also be taken to determine the density of in situ soils.

Our geotechnical personnel will log material encountered during our field investigation. The ground water surface will be measured if encountered. Representative soil samples will be returned to our Reno laboratory for testing. Samples of each significant soil type will be tested in the laboratory as to index properties such as moisture content, grain size distribution, and plasticity. These index properties are indicative of mechanical behavior of the soils. In addition, soil corrosion tests will also be performed.

South Edmonds Drive is a two-lane road requiring partial lane closures at each boring location during our drilling activities. Traffic control is included in this fee estimate and includes such items as a traffic control plan, right-of-way encroachment permit, traffic control equipment, and setup/breakdown of traffic control equipment.

Upon completion of our field and laboratory studies, a soils investigation letter report will be completed for the project and will include the following:

- Description of the site soils, ground water conditions, and geology;
- Descriptive logs of the explorations performed for this study with the approximate locations of our explorations shown on a Site Plan;
- Results of laboratory tests and a description of test methods;
- Excavation and trenching recommendations;

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- Site preparation and grading recommendations;
- Anticipated construction difficulties.

#### **Task 5 - Preliminary Design**

In this task, preliminary design of the proposed sewer improvements will be developed. The City indicates an approximate 30 percent design has been completed by another consultant which will be provided to Stantec. Stantec will review the design, validate the information, and perform enough field work to develop a comfort level with what has been completed. This will serve as a starting point of the preliminary design effort.

Based on review of design, survey, and geotechnical information to date, combined with Stantec's supplemental field and design work, a set of preliminary design documents at a 30 percent to 35 percent completion level will be developed on Stantec's sheets. During the preliminary (and final) design effort, consideration and evaluation of the following issues will be conducted:

- Minimizing impacts to the public
- Minimizing interfering utilities and the associated relocation
- Maximizing use of existing right-of-way and minimizing the number of easements required
- Alignment constraints
- Permitting required
- Regulatory requirements
- Odor control
- Maintenance access

#### **Task 6 - Utility Relocation Coordination**

The preliminary design developed will be used as a guide for determining the utility relocations required for construction. Stantec will coordinate with utility owners existing or planned utilities within the project limits. This task includes potholing of potentially interfering utilities to accurately determine their elevations to verify if relocation is necessary. For utilities requiring relocation, Stantec will coordinate the relocation to assure the utility relocation design and construction meets the requirements of the project and the City. Numerous utilities are currently being relocated as part of the freeway relocation. Stantec will be proactive in communications with local utilities to ensure the new improvements are integrated into proposed project plans.

#### **Task 7 - Pre-Final (90%) Design**

Following preliminary design and the associated review meeting, Stantec will advance the design to the approximate 90 percent level and submit progress plans to the City for review and comment. The 90 percent set will also be provided to NDOT and utility companies for their information and coordination. The 90 percent plans will have a finalized horizontal and vertical alignment with location and elevation information at manholes, collection lines entering the sewer, and horizontal and vertical for each individual sewer service lateral.

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### **Task 8 - Bid Documents and Technical Specifications**

In this task, bid documents and technical specifications will be prepared. Bid documents and construction contract specifications will be developed as described in the project understanding section of this proposal. Draft revisions of the document will be submitted to the City for review along with the pre-final progress submittal.

### **Task 9 - Pre-Final Submittal**

At the pre-final level the construction plans, bid documents, and technical specifications will essentially be complete to allow for a full review by the City, NDOT, and other interested parties or agencies.

### **Task 10- Final Design Submittal**

Stantec will advance the design to the point where the final construction plans, bid documents, and technical specifications are ready for bidding. Stantec, in conjunction with the City, will submit the construction documents to the appropriate reviewing agencies and respond/coordinate concerns and review comments.

### **Anticipated City Involvement**

It is assumed that Carson City personnel will be involved in the following tasks and/or issues:

- Coordination and determination of the service lateral locations along the alignment, population, and flow projection.
- Potholing of private gas mains and any other utilities at individual sewer lateral crossings.
- Providing all flow information as well as flow contribution over the planning horizon.
- Develop "per capita flows" or equivalents for various land uses.
- Provide studies and reports pertinent to the project.
- Day-to-day communication and coordination.
- Assist in determining critical service needs of customers in area such as schools, hospitals, large commercial facilities for facility interruptions and impacts by construction activities.

### **Schedule**

The tentative schedule for project design and construction will be as presented in the Request for Qualifications for the project which calls for the construction documents including plans and specifications to be ready by June 18, 2007.

### **Task 11 - Bid Period Services**

Stantec will provide bid period services including preparation of an opinion of probable cost, both reimbursable and non-reimbursable. Stantec will prepare bid addenda as required and participate in pre-bid meeting. Stantec will perform a bid review for low bidder conformance with contract requirements. Carson City will prepare the bid tabulation of bids received.

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**FEE SCHEDULE**

**Basis of Compensation and Consultant Fee**

Stantec proposes a not to exceed time and expense basis of compensation. The total not to exceed amount is \$71,308. A breakdown of the estimated fee is provided in the following table.

<b>Task No.</b>	<b>Task Description</b>	<b>Fee</b>
1	Meetings, Project Coordination and Project Management	\$8,674
2	Data Gathering	\$4,652
3	Base Map Preparation and Field Survey	\$4,492
4	Geotechnical Investigation	\$9,300
5	Preliminary Design	\$6,510
6	Utility relocation Coordination	\$2,640
7	Pre-final (90%) Design	\$17,240
8	Bid Documents and Specifications	\$5,694
9	Pre-Final Submittal	\$1,540
10	Final Design Submittal	\$7,176
11	Bid Period Services	\$3,390
	<b>Total</b>	<b>\$71,308</b>

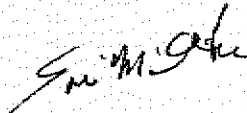
**Authorization**

Stantec assumes a professional services agreement will be prepared by Carson City for the professional engineering services to be provided by Stantec. The professional engineering services agreement will be reviewed by Stantec risk management personnel and if any changes are desired Stantec will formally request any modification.

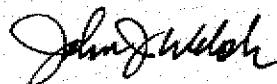
Stantec thanks you from opportunity to propose on this project. We will commit the staff necessary to comply with the aggressive design schedule and we will work closely with you through the design phase to assure the needs of Carson City are met.

Sincerely

**STANTEC CONSULTING, INC.**



Eric McGrath, PE  
Senior Associate



John J. Welsh, PE  
Principal

EM/JJW:cw:dd

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EM:cw

**Carson City Public Works  
South Edmonds Drive Sewer Project  
Labor Hour and Fee Estimate  
March 28, 2007**

Task No.	Task Description	Hourly Rate	Senior					Admin / Word Proc (Willey)	Expenses	Total	
			Principal (Welsh)	Associate Engineer (McGrath)	Associate Engineer (Hirsch)	Project Engineer (Lentz)	Drafter (Hackbusch)				
1	Meetings, Coordination and PM		2	48	0	0	0	\$70	\$64		
2	Data Gathering		0	0	12	24	8	0	0	\$8,674	
3	Base Map and Field Survey		0	4	0	0	0	0	0	\$4,652	
4	Geotechnical Investigation		0	0	0	0	0	0	0	\$3,800	
5	Preliminary Design		2	12	24	0	16	0	0	\$9,300	
6	Utility Relocation Coordination		0	0	0	24	0	0	0	\$6,510	
7	Pre-Final (90%) Design		4	12	24	64	64	0	0	\$2,640	
8	Bid Documents and Technical Specifications		2	4	8	24	0	0	16	\$0	
9	Pre-Final Submittal		0	0	0	8	8	0	0	\$100	
10	Final Design Submittal		4	8	12	12	32	0	0	\$40	
11	Bid Period Services		2	4	8	12	0	0	0	\$40	
<b>Total</b>			<b>16</b>	<b>82</b>	<b>88</b>	<b>168</b>	<b>128</b>	<b>0</b>	<b>64</b>	<b>\$3,320</b>	<b>\$71,808</b>