

Item #9A

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

Date Submitted: April 20, 2007

Agenda Date Requested: May 3, 2007
Time Requested: 10 Minutes

To: Mayor and Supervisors
From: Public Works

Subject Title: Action to accept Public Works recommendation to award the contract for **Contract Administration and Construction Inspection Services for the Carson City Bypass, Phase 2A Utility Relocation, E. 5th Street to Butti Way Project, Contract #2006-160** and authorize Public Works to issue payments to Stantec Consulting, Inc., 6980 Sierra Center Parkway, Suite 100, Reno, NV 89511 for a contract amount of \$505,588 and authorize the Contracts Division to issue amendments for a not to exceed amount of \$50,500, from the Water and Sewer NDOT By-Pass Funds.

Staff Summary: Due to numerous Capital Improvement Projects underway at the same time, it is necessary to augment our contract administration and construction inspection staff through use of consultants, as needed. Through an RFQ process, various firms were evaluated for providing Contract Administration and Construction Inspection Services. Stantec Consulting, Inc. was determined to be one of the best qualified firms. Now the City has the need for these services for the Carson City Bypass, Phase 2A Utility Relocation, E. 5th Street to Butti Way Project, which is currently advertised for bids. Staff recommends award of the contract for Contract Administration and Inspection Services for the Carson City Bypass, Phase 2A Utility Relocation, E. 5th Street to Butti Way Project to Stantec Consulting, Inc. Also combined into this contract are the Third Party Assurances to Bureau of Safe Drinking Water Services as outlined in Stantec's proposal for those services.

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 to award the contract for **Contract Administration and Construction Inspection Services for the Carson City Bypass, Phase 2A Utility Relocation, E. 5th Street to Butti Way Project, Contract #2006-160** and authorize Public Works to issue payments to Stantec Consulting, Inc., 6980 Sierra Center Parkway, Suite 100, Reno, NV 89511 for a contract amount of \$505,588 and authorize the Contracts Division to issue amendments for a not to exceed amount of \$50,500, Water and Sewer NDOT By-Pass Funds.

Explanation for Recommended Board Action: This is a professional services contract. This consultant was selected using the guidelines of NRS as indicated below. A Statement of Qualifications process was used to select this consultant. Stantec Consulting, Inc. was selected as the one of the firms best qualified for this project.

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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 \$556,088.00

Explanation of Impact: If approved the referenced account(s) could be decreased by \$556,088.00

Funding Source: Water
520-3505-435-7893 NDOT By-Pass Non-Reimbursable
520-3505-435-7894 NDOT By-Pass Reimbursable

Sewer
515-0000-434-7998 NDOT By-Pass Reimbursable
515-0000-434-7999 NDOT By-Pass Non-Reimbursable

Alternatives: Provide Other Direction Pursuant to Board Action.

Supporting Material: Agreement & Proposals from Consultant

Prepared by: Sandy Scott, Contract Coordinator

Reviewed By: _____ Date: ___/___/___

John Benzing

Reviewed By: (C/M) *[Signature]* Date: 4/24/07

Reviewed By: (Finance Dir) *[Signature]* Date: 4/24/07

Reviewed By: (DA) *[Signature]* Date: 4/24/07

Reviewed By: (Public Works) *[Signature]* Date: 4/24/07

BOARD ACTION:

Motion _____ 1: _____ (Aye)
:(Nay)
2: _____

(Vote Recorded By)

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THIS AGREEMENT, made and entered into this 3rd day of May, 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, NV 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 hereinafter referred to as "**CONTRACT #2006-160**", and titled "**Contract Administration and Construction Inspection Services for the Carson City Bypass Phase 2A Utility Relocation, E. 5th Street to Butti Way Project**"; 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 two attached proposals from Consultant dated March 30, 2007, one for Contract Administration and Construction Inspection Services and the other for Third Party Assurances to Bureau of Safe Drinking Water. The two proposals are hereby combined into this one contract.

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

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- 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**.

ARTICLE 2

2 TIME OF COMPLETION:

- 2.1 **CONSULTANT** shall complete the **Scope of Work** on or before June 1, 2008, 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 therefor.

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 \$505,588 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.
- 3.5.1 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

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CONSULTANT subcontract any substantial portion of this Agreement without the **CITY'S** prior written consent.

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

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5.2.2 **Project Manager:**
John Benzing
Carson City Public Works - Engineering
3505 Butti Way
Carson City, NV 89701
775-887-2355 / FAX 887-2112

5.2.3 **Detailed invoices using the City's format shall be mailed to:**
Karen White, Management Assistant
Carson City Public Works
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.

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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.
- 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 Contractor, 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 Drawing, 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**.

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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.
- 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

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- 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.

ARTICLE 11

11 COST ACCOUNTING AND AUDITS:

- 11.1 If required by the **CITY**, the **CONTRACTOR** 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

Signature

DATED this ____ day of April, 2007

CITY CONTACT PERSON

NAME: John Benzing

PHONE: (775) 887-2355

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.

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

Signature

DATED this ____ day of April, 2007

I certify that the funds are available for this project.

FUNDING SOURCE:

Water
520-3505-435-7893 NDOT By-Pass
Non-Reimbursable
520-3505-435-7894 NDOT By-Pass
Reimbursable
Sewer
515-0000-434-7998 NDOT By-Pass
Reimbursable
515-0000-434-7999 NDOT By-Pass
Non-Reimbursable

BUDGET ALLOCATION: \$556,088

By: Ken Arnold, Public Works Operations
Manager

Signature

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STATE OF NEVADA)
) ss
 WASHOE COUNTY)

Martin N. Crew 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: Martin N. Crew
TITLE: Senior Principal
FIRM: Stantec Consulting, Inc.
BUSINESS LICENSE #: 07-12416
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 April, 2007

**NOTARY
NAME:**

_____ (printed name of notary)

L.S.

_____ (signature of notary)

DATED this _____ day of April, 2007

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CONTRACT ACCEPTANCE AND EXECUTION:

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 3, 2007 approved the acceptance of the attached contract hereinbefore identified as **Contract No. 2006-160** and titled "**Contract Administration and Construction Inspection Services for the Carson City Bypass, Phase 2A Utility Relocation, E. 5th Street to Butti Way 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 3rd day of May, 2007

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 3rd day of May, 2007

ATTACHMENTS: Stantec proposals dated March 30, 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.com



Stantec

March 30, 2007

John Benzing, PE
Construction Manager
CARSON CITY DEVELOPMENT SERVICES ENGINEERING DEPARTMENT
3505 Butti Way
Carson City, NV 89701

**RE: Carson City Bypass Freeway Phase 2A
East Fifth Street
Freeway East, Linear Ditch to Butti Way, West of Freeway
Contract Administration and Construction Inspection**

Dear Mr. Benzing:

Stantec Consulting is pleased to provide this cost proposal for contract administration and inspection. Stantec will provide qualified personnel for contract administration, inspection, plan review for the preconstruction meeting. Attached is a summary of our fee estimate.

The following are some assumptions related to the fee estimate:

- Per Jim Roland of Louis Berger Group, this project is anticipated to take approximately nine months to construct. **The estimate assumes 32 week construction.**
- Per Jim Roland of Louis Berger Group, this project will require construction field activities on five weekends. This time has been included in our estimate (12 hours per day on Saturday and Sunday).
- Monitoring of sewer bypass pumping outside of normal work hours is not anticipated.
- Monitoring of dewatering operations outside of normal work hours is not anticipated.
- It is expected that two pipeline crews will be utilized by the contractor for a period of approximately 12 weeks.

The estimated fee for this project is \$497,524.00.

All services will be provided on a time and expense basis in accordance with our current standard fee schedule. As you know, our services are dependent on your construction schedule. Any changes to the mentioned scope or schedule may result in a change in cost. Please issue a Carson City professional services agreement upon your approval.


Stantec

John Benzing, PE
Construction Manager
CARSON CITY DEVELOPMENT SERVICES ENGINEERING DEPARTMENT
March 30, 2007
Page 2

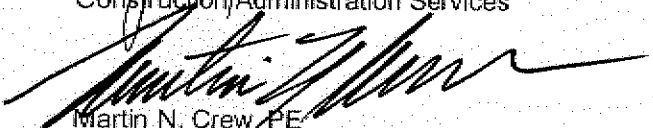
We appreciate the opportunity to provide our services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

STANTEC CONSULTING INC.



Justin W. Legg
Senior Associate
Construction Administration Services



Martin N. Crew, PE
Senior Principal
Construction Administration Services

JVL:MNC:jwl

Enclosures

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**CARSON CITY
 CARSON CITY BYPASS FREEWAY PHASE 2A
 UTILITY RELOCATIONS
 E. FIFTH ST. FREEWAY EAST, LINEAR DITCH TO BUTTI WAY, WEST OF FREEWAY
 CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION**

DATE: 3/30/2007

ACTIVITY	QTY/DAYS	HRS/WEEK	RATE	TOTAL	COMMENTS
PROJECT COORDINATOR - V. LEGG					
ONSITE VISITS/REPORTS	40	1	\$ 147.00	\$ 5,880.00	
VEHICLE	20		\$ 8.00	\$ 160.00	

CONTRACT ADMINISTRATOR - M. WEBER					
ONSITE VISITS/REPORTS	40	35	\$ 134.00	\$ 187,600.00	32 WKS CONST, 8 WKS ADMIN
OVERTIME			\$ 134.00	\$ -	
VEHICLE	320		\$ 8.00	\$ 2,560.00	

SR. CONSTRUCTION INSPECTOR					
ONSITE VISITS/REPORTS	37	40	\$ 98.00	\$ 145,040.00	32 WKS CONST, 5 WKS ADMIN
OVERTIME	13	20	\$ 147.00	\$ 36,220.00	
VEHICLE	1740		\$ 8.00	\$ 13,920.00	

CONSTRUCTION INSPECTOR					
ONSITE VISITS/REPORTS	12	40	\$ 85.00	\$ 40,800.00	12 WKS CONST
ONSITE VISITS/REPORTS	7	24	\$ 85.00	\$ 14,280.00	7 WKS PART TIME
OVERTIME	4	12	\$ 127.50	\$ 6,120.00	
VEHICLE	696		\$ 8.00	\$ 5,568.00	

ADMINISTRATIVE SUPPORT					
SUBMITTAL REVIEW, PROJECT CLOSE OUT	8	24	\$ 78.00	\$ 14,876.00	
CLERICAL	40	8	\$ 70.00	\$ 22,400.00	32 WKS CONST, 8 WKS ADMIN

ESTIMATED TOTAL FEE \$ 497,524.00



Stantec



Stantec

STANTEC CONSULTING INC.
6980 Sierra Center Parkway Suite 100
Reno, NV 89511
Tel: (775) 850-0777 Fax: (775) 850-0787

March 30, 2007

Prepared for
Carson City Development Services
Carson City Bypass Freeway Phase 2A – Utility Relocation
East Fifth Street
Freeway East, Linear Ditch to Butti Way, West of Freeway

STANDARD FEE SCHEDULE

TESTING, INSPECTION, AND CONTRACT ADMINISTRATION SERVICES

PERSONNEL BILLING RATES

	<u>Regular Per Hour</u>	<u>Overtime Per Hour</u>
Project Manger	\$147.00	\$147.00
Contract Administrator	134.00	134.00
Senior Inspector	98.00	147.00
Inspector/Technician	85.00	127.50
Administrative Report	78.00	117.00
Clerical	70.00	105.00

EQUIPMENT CHARGES

Nuclear Densometer (Soils)	10.00	per hour
Nuclear Densometer (Asphalt-Thin Lift)	10.00	per hour
Nuclear Asphalt Content Gauge	40.00	per day
Computer	10.00	per hour
Laser Level	15.00	per hour
Core Rig	120.00	per hour
Pachometer	\$ 200.00	per day
Skidmore Wilhelm Bolt Tension Calibrator	50.00	per day
Torque Wrench	30.00	per day
Pull Out Equipment	100.00	per day
Schmidt Hammer	15.00	per hour
Ultrasonic	20.00	per hour
Resistivity Meter	10.00	per hour
Concrete Maturity/Temperature Monitor	50.00	each
Mobile Laboratory		Quote

MISCELLANEOUS CHARGES

Vehicles	\$ 0.75 per mile or 6.00 per hr. minimum
Per Diem	85.00 per man per day
Supplies	Cost + 15%
Outside Services	Cost + 15%

SOIL TESTING

Sieve Analysis	\$ 80.00
Coarse Combined Sieve Analysis	105.00
Plasticity Index	90.00
Sand Equivalent	80.00
Moisture Determination of Soil	20.00
Hydrometer Analysis	210.00
Clay Lumps and Friable Particles	75.00
Moisture-Density Curve	180.00
Moisture-Density Curve (Rock Corrected)	250.00
Moisture-Density Checkpoint	65.00
R-Value	250.00
CBR (ASTM D1883)	450.00
CBR (AASHTO T-193 - 3 point)	450.00
Consolidation - 4 point - 1 rebound	200.00
Direct Shear - 3 point	250.00
Unconfined compression	90.00
FHA Swell Test	75.00
Swell Test (AASHTO T-116)	80.00
Soil Resistivity	100.00
pH Measurement	50.00
Ring Moisture Density	60.00
Soluble Sulfates	55.00
Durability Index	120.00
Permeability	upon request
Triaxial Shear	hourly rate
Density Tests, sampling	hourly rate

AGGREGATE TESTING

Sieve Analysis	\$ 80.00
Plasticity Index	90.00
Dry Rodded Unit Weight of Aggregate	60.00
Specific Gravity and Absorption of Aggregate	80.00
Sodium Sulfate Soundness (1 sieve)	65.00
Organic Impurities	80.00
Lightweight Pieces in Aggregate	100.00
Mortar Making Properties of Sand (ASTM C87)	500.00
Cleaness Test of Aggregate	120.00
Flat and Elongated Particles	100.00
Fractured Faces	100.00
L.A. Abrasion	120.00
Potential Reactivity	Cost + 15%
Sampling, Material Preparation	hourly rate

CONCRETE/MASONRY TESTING

Compressive strength of concrete cylinder	\$ 18.00
Hold cylinders	14.00
Flexural strength of concrete beams	75.00
Compressive strength of concrete cores	40.00
Compressive strength of gunite cylinder	20.00
Compressive strength of grout sample	17.00
Compressive strength of mortar cylinder	17.00
Unit weight of cylinder or core	55.00
Absorption, moisture and unit weight of masonry unit	65.00
Lineal shrinkage of masonry block	70.00
Compressive strength of masonry block	60.00
Efflorescence test of masonry units	75.00
Splitting tensile strength of concrete	70.00
Compressive strength of masonry prisms (8-inch)	110.00
Compressive strength of masonry prisms (12-inch)	140.00
Absorption of Concrete Cores	80.00
Concrete Shrinkage Beam	50.00
Young's Modulus of Cylinders	100.00
Restrained Expansion Beam	100.00
Oven Dry Unit Weight of Concrete Cylinder	40.00
Rapid Chloride Permeability per Age	300.00
Concrete Mix Design	hourly rate
Sampling, Sample Preparation, Batch Plant Inspection, Cylinder Pickup	hourly rate

ASPHALT TESTING

Asphalt cement content	\$ 120.00
Asphalt aggregate sieve analysis	80.00
Marshall Properties of asphalt concrete	200.00
Coating and stripping test	75.00
Swell test of asphaltic concrete	75.00
Unit weight of asphalt cores	70.00
Rice specific gravity	100.00
Index of Retained Strength	550.00
Sampling, Sample Preparation, Batch Plant Inspection	hourly rate

ASPHALT MIX DESIGN

Marshall mix design from bin samples/point	\$ 500.00
Hveem mix design from bin samples/point	500.00
Open grade mix design from bin samples	700.00
Hveem Stabilometer (1 point)	225.00
Sampling, Sample Preparation	hourly rate

STRUCTURAL STEEL/FIREPROOFING

Density Determination of fireproofing	\$ 70.00
Sampling and Thickness determination of fireproofing	hourly rate
Bend test of weld	50.00
Tensile test of steel or weld	75.00
Macroetch	100.00



NONDESTRUCTIVE EXAMINATION

Level III Services	135.00/hr	
Radiographic Examination (2 Men)	162.00/hr	
Magnetic Particle, Liquid Penetrant, Ultrasonic Examinations	135.00/hr	
Elevated Concrete Slab X-ray	250.00/shot	
Welder Qualifications	275.00	
Procedure Qualifications	350.00	
Welder Qualification Update	100.00	
College Welder Qualifications	100.00	
Mobile Darkroom	20.00	per hour
Mobile Darkroom Mileage	0.85	per mile
Film		
4½X10	8.00	
4½ X17	9.00	
14X17	22.00	
Magnetic Particle, Liquid Penetrant, Ultrasonic Examination		hourly rate
Welder Qualification Test Procedure		hourly rate
Visual Weld Inspection		hourly rate

NOTE: Overtime will be charged at time-and-one-half. Quoted prices are available upon request for a variety of miscellaneous laboratory and field testing as well as for complete testing and observation programs.

NDE Laboratory Services chargeable at 2 hours minimum.

NDE Field Services chargeable at 4 hours minimum.

Test prices shown are for laboratory work only and include reporting routine results. Sampling, recommendations, conclusions, comments and reports are billed at the hourly rate. An additional service fee of 20% will be added to all rush orders.



Stantec Consulting Inc.
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Reno NV 89511
Tel: (775) 850-0777 Fax: (775) 850-0787
stantec.com



Stantec

March 30, 2007

John Benzing, PE
Construction Manager
CARSON CITY DEVELOPMENT SERVICES
Engineering Division
3505 Butti Way
Carson City, Nevada 89701

**RE: Carson City Freeway Phase 2A Utility Relocations
East Fifth Street
Freeway East, Linear Ditch to Butti Way, West of Freeway**

Dear Mr. Benzing:

We understand that Carson City is seeking third party services required by the Bureau of Safe Drinking Water (BSDW) to ensure that the water improvements on the above-referenced project are built according to the approved plans and specifications. As you are already aware, Stantec is currently providing construction administration services to the City on this project. We are fully capable and willing to add the requested services to our existing program.

Stantec has provided services similar to those requested on numerous projects throughout the region for agencies including Washoe County, the City of Reno, and the City of Sparks. We propose using Jon Del Santo, PE to provide professional assurance to the City and BSDW that the project was built to the approved plans, specifications, and changes as approved by the design engineer. In meeting the needs of the BSDW, Mr. Del Santo would need to be briefed on the current status of the project and current changes approved or in progress. In addition, he would be added to the distribution list of project correspondence and would require access to daily field reports, inspection and test reports for the project. No later than 30 days following the completion of the project, Mr. Del Santo would provide a letter to the City stating that the project was constructed as stated above.

Based on this scope of work, our fee estimate is as follows:

Jon Del Santo -- Report Review 14 weeks @ 4 hours per week @ \$126.00 per hour	\$ 7,056.00
Jon Del Santo -- Final Report Preparation -- 8 hours @ \$126.00 per hour	1,008.00
Total Estimated Fee	\$ 8,064.00

All services will be provided on a time and expense basis in accordance with our current standard fee schedule. As you know, our services are dependent on your construction schedule. Any changes to the mentioned scope or schedule may result in a change in cost. Please issue a Carson City professional services agreement upon your approval.

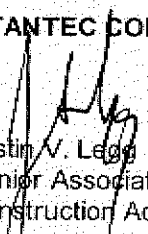
Stantec

John Benzing, PE
Construction Manager
CARSON CITY DEVELOPMENT SERVICES
Engineering Division
March 30, 2007
Page 2


We appreciate the opportunity to provide these services to Carson City. Should you have any questions or comments, please feel free to contact us.

Sincerely,

STANTEC CONSULTING INC.



Justin V. Legg
Senior Associate
Construction Administration Services



Martin N. Crew, PE
Senior Principal
Construction Administration Services

JVL:MNC:jwl

Attachment: Del Santo resume

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Jon A. Del Santo PE, NAQTC
ASSOCIATE, CONSTRUCTION SERVICES



Mr. Del Santo has over eight years of experience in the field of materials engineering and project management. Mr. Del Santo is currently an Associate in Stantec's Construction Services group and is responsible for supervision and project management on a variety of project types. He has provided Engineer of Record services on numerous land development and dedicated improvement projects for several public agencies. He has also supervised testing technicians during the CCRL-AMRL Proficiency Sample Certification Program, and is proficient in the testing of soils, concrete, and asphalt.

Mr. Del Santo currently designs mixes of Portland cement concrete and asphaltic concrete and manages numerous subdivision and commercial projects. He has also provided pavement management investigations and data analysis for several public agencies in northern Nevada.

EDUCATION

BS in Civil Engineering, University of Nevada,
Reno, Nevada, 2000

REGISTRATIONS

Professional Engineer #017094, State of Nevada

PROFESSIONAL ASSOCIATIONS

Level II Field Inspector: Concrete, Soils, Asphalt,
American National Standards Institute

Level II Testing Technician: Concrete, Soils,
Asphalt, American National Standards Institute

Certified Testing Technician: Asphalt, Aggregate,
Sampling & Density, Nevada Alliance for Quality
Transportation Construction



PROJECT EXPERIENCE

MULTI-UNIT / FAMILY RESIDENTIAL

Belvedere Towers Condominiums, Reno, Nevada
(Project Manager, QC)

Mr. Del Santo is currently providing project management for construction inspection tasks on this high-rise condominium. The project involves the removal of the old Sundowner Hotel and Casino in downtown Reno. The two existing towers were completely demolished except for the building structural frame. The reconstructed towers will encompass eight new floors with a total of 300+ condominiums.

Double Diamond Villages, Reno, Nevada (Project Manager, QC)

Mr. Del Santo was the project manager and Engineer of Record responsible for construction inspection services on several villages located in this residential subdivision. Tasks included inspection of earthwork, grading, soil density, asphalt and concrete placement, and underground utilities.

Somerset Development, Reno, Nevada (Project Manager)

Mr. Del Santo has acted as project manager and Engineer of Record for construction inspection services on numerous phases and units at the new Somerset community. Responsibilities have included earthwork, grading, soil density, asphalt and concrete placement, and underground utilities.

The Palladio Condominiums (Project Manager, QC)

Mr. Del Santo was the project manager and Engineer of Record for the construction inspection tasks for this condominium project in downtown Reno including earthwork, grading, soil density testing, asphalt and concrete placement observation, and underground utilities, as well as IBC Special Inspection services including verification of reinforcing steel placement and prestressed concrete.

Triana North Attached Homes, Reno, Nevada
(Project Manager, QC)

Mr. Del Santo was the project manager for construction inspection services including earthwork, grading, soil density, asphalt and concrete placement, and underground utilities. Mr. Del Santo was also responsible for the IBC Special Inspection services including verification of reinforcing steel placement and prestressed concrete.

ROADWAYS

Carson City RTC Overlay Project, Carson City, Nevada (Testing Technician)

Mr. Del Santo provided materials testing for several roadways in the Carson City area.

Graves Lane Extension QC, Carson City, Nevada (Testing Technician)

Mr. Del Santo was a testing technician for this 1.5 mile, four-lane extension of an existing arterial in Carson City. Stantec provided all services for the project.

Greg Street Reconstruction, Sparks, Nevada (Testing Technician)

Mr. Del Santo was responsible for field testing during the reconstruction of this industrial arterial in Sparks.

Hawthorne Army Depot Road Reconstruction, Hawthorne, Nevada (Testing Technician)

Mr. Del Santo was responsible for materials testing during the reconstruction of this military road in rural Nevada.

Highlands View Road, Placer County, California
(Project Manager, QC)

Mr. Del Santo was project manager for Stantec's construction inspection and testing services on this new 4.1-mile road at the Northstar Ski Resort. Testing and inspection was provided for soils, concrete, asphalt, Redi Rock and rockery walls, and utilities including storm drain, sewer, water, electrical, gas, cable, and phone. Specialty items consisted of four conspan bridges

Industrial Way Reconstruction, Sparks, Nevada
(Testing Technician)

Mr. Del Santo was a field testing technician during the reconstruction of this roadway in Sparks.

Longley Lane Reconstruction QC, Reno, Nevada
(Testing Technician)

Mr. Del Santo provided oversight for testing and inspection crews during the reconstruction of this major roadway in Reno. The construction included asphalt and PCC.

Moana Lane Extension QC, Reno, Nevada
(Project Manager)

Mr. Del Santo was one of the project managers for construction support services on this major arterial extension in Reno. Stantec's responsibilities included AC plant inspection and testing, on-site sampling and testing, and laboratory testing. Materials testing included asphalt, aggregate base, subgrade, structural fill material, and concrete. Construction inspection tasks included earthwork and grading, soil density testing, asphalt placement observation, and concrete placement observation.

Stead Boulevard Reconstruction, Reno, Nevada
(Testing Technician)

MR. Del Santo was on-site during the construction of this major arterial in Stead, a valley north of Reno. He was responsible for materials testing.