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**ENGINEERING SERVICES – NORTH TRUCKEE DRAIN PIPE EXTENSION  
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 11th day of April, 2016, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **Stantec Consulting Services, Inc.**, a qualified consultant in the class of work required, hereinafter called "Consultant".

W I T N E S E T H

WHEREAS, the City desires to engage Consultant in the performance of providing Professional Services which are more fully described in Consultant's Proposal dated February 8, 2016, attached hereto and incorporated herein by reference. (Hereinafter referenced to as "Proposal");

WHEREAS, Consultant's legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada;

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

The scope of work for this contract is generally defined as **Engineering Services-North Truckee Drain Pipe Extension**. The City's Contract Documents and Consultant's Entire Proposal are on file with the City of Sparks and may be located within "Attachment A." All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the City, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Attachment A.

The Consultant shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the Contract in connection with strict accordance with the plans, specifications or proposals, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Consultant agrees to exercise reasonable care to take such precautions.



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**2. Payment for Project Services**

As full consideration for the Professional Services to be performed by Consultant, City agrees to pay Consultant as set forth in accordance with the Fee Schedule set forth in the proposal and not to exceed fee of **\$251,045.00** for the project. The City will not hire or directly compensate the Consultant's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Consultant shall be subject to review as to its result by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Consultant's services to the date of payment and shall not forfeit City's right to require the correction of any service deficiencies.

**3. Term**

This Agreement shall become effective upon contract execution and will continue in effect until

MO/DY/YR, or

The Project is completed (Approximately July, 2017), or unless earlier terminated as provided herein.

**4. Time Devoted to Work:**

In performing the services contemplated under this Agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and City will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

City understands that Consultant is engaged in the same or similar activities for others and that City may not be Consultant's sole client or customer. However, Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

**5. No Unfair Employment Practices:**

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Consultant shall constitute a material breach of this contract.

**6. No Illegal Harassment:**

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resources Division, by the Consultant, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Consultant's duties under this Contract shall be considered a material breach of this contract.

**7. Lawful Performance:**

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

**8. Status of Consultant:**

It is the intent of the parties that Consultant shall be considered an independent contractor and that



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Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Consultant and the City.

Neither Consultant nor any of its employees or contractors shall be eligible to participate in City's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless City from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

**9. City Ownership of Proprietary Information:**

All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Consultant in a timely manner upon completion, termination or cancellation of this Agreement. Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Agreement without the prior written consent of the City.

**10. Public Records:**

Consultant understands that City is subject to the provisions of NRS 239.010. As such, the City may have the duty to disclose the Consultant's reports or recommendations.

**11. Insurance:**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its



subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
Yes	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

#### **Commercial General Liability**

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.



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***Minimum Limits of Insurance***

- \$2,000,000** Each Occurrence Limit for bodily injury and property damage  
**\$2,000,000** General Aggregate Limit  
**\$2,000,000** Products and Completed Operations Aggregate Limit  
**\$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.

***Primary and Non-Contributory***

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

***Separation of Insureds***

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

***Waiver of Subrogation***

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.



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***Endorsements***

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

**Business Automobile Liability*****Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured




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Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

**Workers' Compensation and Employer's Liability**

Contractor shall carry and maintain workers' compensation and employer's liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

***Minimum Limits of Insurance***

Workers' Compensation:	Statutory Limits
Employer's Liability:	<b>\$1,000,000</b> Bodily Injury by Accident – Each Accident
	<b>\$1,000,000</b> Bodily Injury by Disease – Each Employee
	<b>\$1,000,000</b> Bodily Injury by Disease – Policy Limit

***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.



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**OTHER INSURANCE COVERAGES (IF APPLICABLE)**

**Professional Liability Insurance (if Applicable)** \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

**Contractors Pollution Liability Insurance (If Applicable)-** \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to "hazardous materials" as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

**ALL COVERAGES**

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

**OTHER INSURANCE PROVISIONS**

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City.. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

**VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:





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- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

#### **SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

#### **MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.



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**12. Indemnity:**

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (“Claims”) arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor’s action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City’s personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

**In cases of professional service agreements, requiring professional liability coverage:**

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney’s fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

**13. Material Breach of Contract:**

In the event Consultant fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and consultant’s failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**14. Termination:**

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Consultant from damages owed to the City, or



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seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Notwithstanding the preceding paragraph, the City may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement per Section 23 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;
- c) If Consultant fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement or
- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Consultant. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

#### **15. Licenses and Permits:**

The Consultant shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All consultants doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

#### **16. Drafting Presumption:**

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no



presumption shall be created against the City as the drafter of the Agreement.

**17. Governing Law:**

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

**18. Jurisdiction and Venue:**

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

**19. Claims:**

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with.

**20. Assignment:**

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Consultant shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

**21. Notices:**

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CITY OF SPARKS - PURCHASING DIVISION  
431 PRATER WAY  
PO BOX 857  
SPARKS, NV 89432-0857

Trina Magoon  
Stantec  
6995 Sierra Center Pkwy.  
Reno, NV 89511

**22. Entire Contract:**

This Contract and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

**23. Waiver:**

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.



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**24. Annual Appropriation of Funds:**

Multi-year contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

**25. Severability:**

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

**26. Headings:**

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision hereof.

**27. Singular Includes the Plural; Gender; Title Reference:**

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

**28. Execution:**

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.



IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

\_\_\_\_\_  
(Consultant)

CITY OF SPARKS, NEVADA  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Geno R. Martini, Mayor

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Teresa Gardner, City Clerk



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**Attachment A**

Price and scope per written proposal provided by Stantec Consulting Services, Inc., dated February 8, 2016 (attached).



Stantec Consulting Services, Inc.  
6995 Sierra Center Parkway  
Reno, Nevada 89511

February 8, 2016

Mr. Andy Hummel, PE  
Utility Manager  
**CITY OF SPARKS**  
431 Prater Way  
Sparks, Nevada 89431

**Reference: Proposal to Provide Engineering Services for the North Truckee Drain Pipe Extension Improvements in Sparks, Nevada**

Dear Mr. Hummel,

Stantec is pleased to provide this proposal for engineering services for the North Truckee Drain (NTD) piping improvements for the reach that extends between its confluence with the Truckee River upstream to its terminus at the North Truckee Drain Realignment (NTDR) project, just south of I80 in Sparks, Nevada. The project will consist of installation of 1920-feet of 60-inch reinforced concrete pipe (RCP), backfilling of the existing NTD ditch, revegetation and installation of a tideflex outfall structure with associated headwall and wingwalls. The site is located within the S ½ of Section 11, Township 19 North, Range 20 East, M.D.M. The site is also located in a Zone AE with Floodway and Base Flood Elevations between 4393 and 4394, as shown on the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map for Washoe County, Nevada and Incorporated Areas, panel 3064 of 3475, dated March 16, 2009.

The City of Sparks has requested Stantec to prepare civil improvement plans and construction period services for the construction of the above mentioned improvements. Stantec will also prepare hydrologic and hydraulic analyses, structural calculations, revegetation and tall whitetop mitigation plans, and permit applications for a Certification of No Rise, a Variance to Title 15 of the City of Sparks Municipal Code and a City of Sparks Floodplain and Floodway Development Permit. Stantec proposes to provide these services under the following scope of work:

## SCOPE OF WORK

### 1.0 PROJECT MANAGEMENT, COORDINATION AND MEETINGS

Stantec will provide project management services throughout the project. The project manager will:

1. Perform general project management activities including tracking project budget and completion status, project invoice preparation, and project billing status.
2. Attend four progress meetings with City of Sparks personnel; one during the initial design and adjacent property coordination, one at 50% review, one at 95% review and one at





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**Reference: Proposal to Provide Engineering Services for the North Truckee Drain Pipe Extension Improvements at the Confluence of the Truckee River in Sparks, Nevada**

100% review. The purpose of these meetings will be to gather information, coordinate project planning, discuss any project alternatives and issues, and resolve project constraints.

3. Perform three site visits to verify design constructability and coordinate any necessary adjacent property design options.

## **2.0 SURVEYING SERVICES (SUB-CONSULTANT TRI-STATE SURVEYING)**

Surveying services shall be provided by Tri State Surveying and shall be in accordance with the attached letter proposal from Tri State Surveying to Stantec, *Proposal for Professional Surveying Services for the North Truckee Drain Pipe Extension Improvements in Sparks, Nevada*, dated February 8, 2016.

## **3.0 GEOTECHNICAL INVESTIGATION (SUB-CONSULTANT CME, INC.)**

Geotechnical Investigation services shall be provided by CME, Inc. and shall be in accordance with the attached letter proposal from CME to Stantec regarding *Geotechnical Investigation Proposal North Truckee Drain Pipe Extension, Sparks, Nevada*, dated February 4, 2016.

## **4.0 HYDROLOGIC AND HYDRAULIC MODELING**

Stantec will provide hydrologic and hydraulic modeling services to support the design, construction and environmental permitting of the proposed piping improvements. Hydrologic and hydraulic modeling services shall include:

1. An onsite Rational Method hydrologic analyses for the 2-year, 5- and 100-year events.
2. A hydraulic analysis of the proposed 60-inch RCP pipe extension and outlet structure using StormCAD (or equivalent).
3. Hydraulic analyses of proposed ditches to convey localized flows into the NTD Piping.
4. Approximately 115-feet of the proposed pipe extension will be located within the Truckee River floodway as delineated by FEMA. As a result, Stantec will obtain the effective USACE's HEC-RAS hydraulic model for the Truckee River and conduct an analysis of existing and proposed conditions to verify the proposed improvements will not raise flood elevations. The existing conditions model will first be analyzed and minor revisions will be made to make the model suitable for the following iterations:
  - a. Existing Conditions with a cross section added at the Truckee River at the NTD confluence.
  - b. Existing Conditions within the NTD major flows diverted into the NTDR project.
  - c. Proposed conditions, including the 60-inch RCP and without the Truckee River Flood Project (TRFP) improvements.



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**Reference: Proposal to Provide Engineering Services for the North Truckee Drain Pipe Extension Improvements at the Confluence of the Truckee River in Sparks, Nevada**

- d. Proposed conditions including the TRFP proposed levee.
5. The design and analyses including the hydrologic, hydraulic and HEC-RAS flood modeling will be documented in a Technical Drainage report in accordance with the Truckee Meadows Regional Drainage Manual and Low Impact Development Manual.

## **5.0 STRUCTURAL DESIGN**

Anticipated structural engineering services for the site shall include the design of an outlet structure including a headwall with associated wingwalls and a design of a structural retrofit of one or multiple Tideflex backflow prevention valves. Structural engineering construction documents with structural specifications will be prepared under Task 7, below.

Structural design analyses and details will be performed and prepared in accordance with the requirements of the IBC 2012, ASCE 7-10 & ACI 318-11, the City of Sparks, and Washoe County. The structural design consideration will be based on civil layout plans and details. The necessary structural special inspection requirement submittal form will be prepared and submitted to the building department.

## **6.0 REVEGETATION SERVICES**

Revegetation and erosion control site analysis including soil collection and analysis, salvageable topsoil and up to four specifications will be provided as follows:

- Soil salvage and handing;
- Gravel/rock placement
- Un-irrigated Great Basin revegetation, and
- Weed treatment.

As part of the site analysis we will obtain and handle two soil samples each per analysis type to include standard agricultural parameters such as pH, texture, percent organic matter, NPK, minor minerals, and spores/root analysis for mycorrhiza.

Selection of erosion control treatments will be determined during the initial site observation through soil analysis and in conjunction with the civil engineer. The design will address selection of seed mixes, soil amendments or inoculants (based on results of the soil tests) evaluation of erosion control materials such as fiber rolls, erosion control blankets, and mulch (rock and/or gravel, hydraulic mulches) and their placement.



February 8, 2016  
Mr. Andy Hummel, PE  
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**Reference: Proposal to Provide Engineering Services for the North Truckee Drain Pipe Extension Improvements at the Confluence of the Truckee River in Sparks, Nevada**

## 7.0 PLANS, SPECIFICATIONS AND OPINION OF PROBABLE CONSTRUCTION COST

Stantec will provide the following engineering services for the design and construction of the channel improvements:

1. Preparation of 50%, 95% and 100% / Issue for Construction (IFC) design construction improvement plans. The improvement plan set is assumed to include:
  - Cover Sheet (1-sheet)
  - Notes/Legend/Abbreviations (1-sheet)
  - Horizontal Control Plan (2-sheets)
  - Site Plan and Profile (4-sheets)
  - Details (2-sheets)
  - Structural Plans (2-sheets)
  - Revegetation Plans (2-sheets)
  - Storm Water Pollution Prevention Plan (2-sheets)
  - Dewatering Plans (2-sheets)
  - Dewatering Details (2-sheets)
2. Preparation of specifications and bid documents.
3. Preparation of an opinion of probable construction costs.

## 8.0 PERMITTING

Stantec will provide the following services to support the design and construction of the channel improvements:

1. Preparation of a preliminary Storm Water Pollution Prevention Plan (SWPPP). Utilizing the grading plan, Stantec will prepare a preliminary SWPPP for construction activities utilizing the necessary Best Management Practice (BMP) techniques to control storm water runoff. Stantec will select the appropriate BMPs from the approved Truckee Meadows Construction Site Best Management Practices Handbook, the Truckee Meadows Structural Controls Design Manual and the Truckee Meadows Low Impact Development Handbook, latest edition. The intent of the engineered BMPs is to design for a two year, 24-hour event. The SWPPP report will include copies of the NDEP NOI application. [Note: The City of Sparks will be responsible for NDEP filing fees, estimated at \\$200.](#)
2. Preparation of a Nevada Department of Environmental Protection (NDEP) 401 Water Quality Certification. This permit application will require completion a narrative of the project scope, topographic map, project plans, site photographs, and Storm Water



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**Reference: Proposal to Provide Engineering Services for the North Truckee Drain Pipe Extension Improvements at the Confluence of the Truckee River in Sparks, Nevada**

- Pollution Prevention Plan (SWPPP, see below) including a list of equipment to be used for the project.
3. Preparation of a Federal Emergency Management Agency (FEMA) Certification of a "No-Rise" Determination for submittal to the City of Sparks (will not be submitted to FEMA.) This certification will include a "No-Rise" Determination letter and form with supporting back-up calculations.
  4. Preparation of a City of Sparks Floodplain and Floodway Development Permit. This permit shall be submitted with the final plan set, opinion of probable cost, and Certification of "No-Rise" Determination. **Note: The \$365 permit fee will be waived by or paid for by the City of Sparks.**
  5. Prepare technical backup data to support a Variance to Title 15. Stantec will work closely with City staff to develop required language and rationale to support the Variance application. It is assumed that the City of Sparks will submit the application and process through the Planning Commission and City Council.

It is assumed that this project will fall under the existing USACE permit for the NTDR or additional permitting will be provided under a separate scope of work.

## 9.0 BID PERIOD SERVICES

Stantec will prepare a notice advertising the upcoming bid as directed by the City of Sparks. Bid packages will be available to bidders from the City of Sparks. We will respond to bidder inquiries, attend and run a pre-bid meeting, prepare addenda as required, attend the bid opening and prepare the bid analysis leading to a recommendation of award.

## 10 CONSTRUCTION PERIOD SERVICES

Construction period services to be provided are based upon a 12 month construction period and include eight (8) man hours per week through the duration. Our design project manager (PM) will attend weekly site meetings and one pre-construction meeting. The PM or structural engineer will respond to contractor requests for clarification/interpretation, review contractor submittals, respond to routine contractor requests for information and manage the production of record drawings.

Stantec and the City shall review the assumed construction period services following the completion of final design to determine their appropriateness to the project.



February 8, 2016  
Mr. Andy Hummel, PE  
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**Reference: Proposal to Provide Engineering Services for the North Truckee Drain Pipe Extension Improvements at the Confluence of the Truckee River in Sparks, Nevada**

**Assumptions:**

1. The City of Sparks will provide all necessary backup information including, but not limited to:
  - o Plans and associated revisions for the existing NTDR project.
  - o FEMA's existing effective hydraulic model of the Truckee River and the North Truckee Drain and any other current hydraulic models used for the Truckee River or North Truckee Drain Realignment Project.
2. It is assumed that the existing conditions hydraulic model received for this analysis will be suitable for the NTD Channel Piping analysis and that updates or modifications will not be required. Should updates or modifications other than the steps outlined above in Task 4 associated with this project be required, Stantec can provide these services on a time and expense basis in accordance with our Standard Fee Schedule.
3. It is assumed that we will provide one iteration of the pipe design. Should additional layouts be required, Stantec can provide these services on a time and expense basis in accordance with our Standard Fee Schedule.
4. Should additional plan sheets be required beyond those described in Task 7 above, Stantec can provide these service on a time and expense basis, in accordance with our Standard Fee Schedule.
5. It is assumed that neither a biological assessment nor a cultural resources inventory will be required for the project. Should either be required, Stantec can retain a local subconsultant to provide these services.
6. It is assumed that the contractor will obtain the required Temporary Working in Waterways permit to obtain the Notice of Intent (NOI). The \$250 application fee will be paid by the City of Sparks. The permit duration is 180 days from its issuance.
7. All permit application fees will be the responsibility of the City.
8. The need for irrigation plans are not anticipated and therefore not included.

**Schedule:**

Stantec proposes to provide the services listed above in accordance with the following schedule:

<b>SCHEDULED TASK</b>	<b>DATE</b>
City Council Meeting	March 14, 2016
Notice to Proceed	March14, 2016
Preliminary PS&E's and Permit Applications	May 9, 2016
Final PS&E's	June 6, 2016
Advertise Bid	June 2016



February 8, 2016  
 Mr. Andy Hummel, PE  
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**Reference: Proposal to Provide Engineering Services for the North Truckee Drain Pipe Extension Improvements at the Confluence of the Truckee River in Sparks, Nevada**

City Council Meeting	June/July 2016
Obtain Final Permits	June/July 2016
Begin Construction	July 2016
Construction Completed	July 2017

**Deliverables:**

Deliverables will include four copies each of the final improvement plans and a Drainage Report that will include the application for FEMA Certification of "No-Rise", documentation to support a Variance to Title 15 of the Sparks Municipal Code, a City of Sparks Floodplain and Floodway Development Permit Application and a preliminary SWPPP. It is assumed that the plans, modeling and permitting can be completed within the schedule outlined above provided that there are no significant delays in permitting. It is the City's desire for the project to go to construction in July 2016 and although Stantec has no control over the timeframe of the permitting process, it is anticipated that we will be able to meet this schedule.

**FEES:**

The Scope of Work above can be performed on a time and expense basis for the following estimated fees:

Task	Description	Cost
1.0	Project Management, Coordination and Meetings	\$23,700
2.0	Surveying Services (Sub-Consultant, Tri-State Surveying)	\$9,265
3.0	Geotechnical Investigation (Sub-Consultant, CME)	\$6,600
4.0	Hydrologic and Hydraulic Modeling	\$23,400
5.0	Structural Design	\$5,000
6.0	Revegetation Services	\$6,990
7.0	Plans, Specifications, Opinion of Probable Construction Cost	\$81,200
8.0	Permitting	\$19,700
9.0	Bid Period Services	\$6,100
10.0	Construction Period Services	\$59,000
	Construction Survey Stakeout	\$9,700
	Reproducibles / Other Direct Costs	\$500
<b>TOTAL</b>		<b>\$251,045</b>



February 8, 2016  
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**Reference: Proposal to Provide Engineering Services for the North Truckee Drain Pipe Extension Improvements at the Confluence of the Truckee River in Sparks, Nevada**

On behalf of everyone at Stantec, we appreciate the opportunity to submit this proposal to the City of Sparks and look forward to working with you on this project. Should you find this proposal agreeable, please provide Stantec with a City of Sparks agreement. Upon receipt of your written authorization, we will proceed with our services in accordance with the terms and conditions of the agreement. Should you have any questions or comments regarding the scope of work, please call us at (775) 850-0777 at your convenience.

Regards,

**STANTEC CONSULTING SERVICES, INC.**

A handwritten signature in blue ink that reads "Trina Magoon".

Trina Magoon, PE  
Senior Associate, Water Resources  
Phone: (775) 850-0777  
Direct: (775) 398-1220  
trina.magoon@stantec.com

Attachments: Tri State Proposal to Stantec, dated February 8, 2016  
CME Proposal to Stantec dated February 4, 2016

c. File – 180180004

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6980 Sierra Center Parkway, Suite 90  
Reno, NV 89511

February 4, 2016

Mr. Luke Hoffman P.E.

**STANTEC**

6980 Sierra Center Parkway, Suite 100  
Reno, NV 89511

**RE: Geotechnical Investigation Proposal  
North Truckee Drain Pipe Extension, Sparks, Nevada**

Dear Mr. Hoffman:

Construction Materials Engineers, Inc. (CME) is pleased to submit the following proposal to provide a geotechnical investigation for the proposed North Truckee Drain Pipe Extension Project located near Interstate 80 extending to the Truckee River. Included in this proposal is a brief description of our understanding of the proposed project, our scope of services, and an estimate of our fees and work schedule:

## **1.0 Project Description**

The proposed project is in the planning stages, but existing project information includes the following:

- Construction of a 60-inch diameter RCP within the existing North Truckee Drain extending from HDR's design outlet, located near the south side of Interstate 80, to the Truckee River;
- Total length of the pipe alignment is about 1,920 feet;
- The pipeline will be covered to match existing grade;
- The pipeline will be routed beneath the existing bridge structures located at Kleppe Lane and Greg Street;
- Headwall and wing walls will be constructed at the Truckee River discharge location.

## **2.0 Scope of Services**

The geotechnical investigation includes a literature review and engineering analyses to allow formulation of geotechnical recommendations for design and construction of this project.

### **2.1 Literature Review**

We have reviewed our geotechnical library and several previous geotechnical investigations were completed near this project location. These geotechnical investigations include the Kleppe Lane Bridge Replacement Project, dated February 1995, and the East Sparks Industrial Park, dated March 1979. Both of these projects include soil borings drilled near the proposed pipeline alignment to depths of up to 29 feet below the existing ground surface. We will also review Kleinfelder's Geotechnical Investigation Report for the North Truckee Drain Project. This existing soils information will be used to provide design and construction recommendations and additional soil exploration will not be required.

We will also review published geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site.



## **2.2 Report and Analysis**

Upon completion of our office studies, a geotechnical investigation report will be completed for the project and will include the following:

- Description of the project site with the approximate locations of previous field explorations, shown on a site plan;
- Descriptive logs of the field explorations;
- General summary of the site soils and geology;
- Discussion of seismic hazards including site seismicity and parameters for design;
- Discussion of the general surface and ground water conditions;

Recommendations for the following:

- Pipeline trenching recommendations including sidewall soil stability;
- Bottom of pipeline trench stabilization recommendations;
- Pipeline bedding and backfill recommendations;
- Concrete slab-on-grade subgrade soils preparation including stabilization recommendations;
- Headwall and wing wall allowable bearing values, anticipated settlements, and minimum footing depths and widths;
- Lateral earth pressures for retaining wall and foundation design;
- Potential soil corrosion; and
- Anticipated construction difficulties.

## **3.0 Cost Estimate and Schedule**

We will provide our services as outlined in Section 2.0 for an estimated cost of \$6,600. Any additional work, if required for this investigation, will be billed on a time and materials basis in accordance with our Standard Fee Schedule.

A written draft report will be available within 2 to 3 weeks after being given the notice to proceed.

We thank you for the opportunity to submit this proposal, and look forward to its favorable consideration. If you have any questions, please call.

Sincerely,

**CONSTRUCTION MATERIALS ENGINEERS, INC.**

  
Randal A. Reynolds, PE  
Senior Geotechnical Engineer  
[rreynolds@cmenv.com](mailto:rreynolds@cmenv.com)

Direct: 775-737-7576

Cell: 775-527- 3264

Stantec-NTD Pipe Extension Geotech\_prop\_itr 2-4-16





*Land Information Solutions*  
~ Serving the Southwest for 30 years ~

## **TRI STATE SURVEYING, Ltd.**

1925 E. Prater Way, Sparks, Nevada 89434  
Telephone (775) 358-9491 ♦ FAX (775) 358-3664  
Toll Free: 1-800-411-3752

*“NDOT Certified DBE Number NV00656UCPN”*

Mr. Luke Hoffman  
**Stantec Consulting Services**  
6995 Sierra Center Parkway #200  
Reno, Nevada 89511

Via e-mail: luke.hoffman@stantec.com

**Subject: Proposal for Professional Surveying Services**  
**NTD Pipe Extension**  
**Kleppe Lane, Sparks, Nevada**

Dear Mr. Hoffman:

Tri State Surveying is pleased for the opportunity to submit this proposal to provide Topographic Surveying, Plat Mapping and Construction Surveying Services for **NTD Pipe Extension** located on **Kleppe Lane, Sparks, Nevada**, which is referred to herein as the PROJECT. After execution of this agreement and your authorization to proceed, Tri State will provide the following scope of services based upon our understanding of the PROJECT based on the terms and conditions provided herein:

### **300. TOPOGRAPHIC SURVEYING SERVICES**

- 301. Control Survey.** Provide horizontal and vertical survey control necessary to accomplish the topographic mapping for the PROJECT.
- 302. Design Survey.** Obtain measurements locating physical features over and adjacent to the PROJECT including: (1) center of crown and edge of pavement locations on 50-foot intervals and at grade breaks; (2) top back of curb and lip of gutter locations on 50-foot intervals and at grade breaks; (3) top of adjacent block wall footing locations (if exposed) and block wall heights on 50-foot intervals and steps; (4) pad elevations for directly adjacent developments; (5) sign support locations; (6) manhole rims, flow lines, direction of flow and pipe sizes; (7) water valve lids and fire hydrants; (8) power poles and street lights; (9) vaults and meter locations; (10) and other surface evidence of utilities locations.
- 303. Topographic Mapping.** Prepare and provide a Topographic Survey Map at 1" = 40' scale with a 1 foot contour interval in accordance with National Map Accuracy Standards.

**500. PLAT MAPPING SERVICES**

- 513. Legal Descriptions and Exhibits.** Provide legal descriptions and exhibits to accompany legal descriptions as requested by the CLIENT.

**900. CONSTRUCTION SURVEY SERVICES FOR OFF-SITE IMPROVEMENTS**

**Grading Staking**

- 902. Slope Staking.** Provide one set of slope stakes to top of cut or toe of fill along the project on 50-foot intervals, angle points, beginning of curves, end of curves and grade breaks for slope grading.
- 941. Culverts, Structures & Headwalls.** Provide one set of stakes at an offset designated by the Contractor for the location of culverts, structures and headwalls.

**Note To Contractors**

Grades for construction surveys are given from the top of stakes or nails. In the case of curb, the given grade refers to the top back of the curb; in the case of a pipe or culvert, it refers to the elevation of the invert, or inside bottom; in the case of a header, it refers to the top of header. Prior to the start of construction it is the Contractor's responsibility to verify the size and elevation of existing features at all match/join conditions. Contractors are also cautioned to observe the following rule in using the grades given by this office for putting in curbs, walks, pipes, channels and all other work. Three (3) consecutive points that are shown to be on the same rate of slope must be used in common in order that any variation out of a perfect straight grade may be detected. In case any such discrepancy is found, the same must be reported to our office prior to final construction, otherwise Tri State Surveying will not be responsible for any error in the grade of the finished work. Tri State Surveying will not be responsible for the acts or omissions of the Contractor, or any Subcontractor, performing work on the PROJECT.

**Acceptance of Digital Electronic Files**

In accepting and utilizing computer aided mapping drawings or other data in the form of electronic media prepared by Tri State Surveying, Ltd., the CLIENT agrees that all such digital drawings and data are instruments of the professional services of Tri State Surveying, who shall be deemed the author and shall retain all copyrights. The CLIENT agrees that any digital drawings prepared by Tri State Surveying shall conform to the specifications Digital Mapping Standards of Tri State Surveying. The electronic files submitted by Tri State Surveying to the CLIENT are submitted for an acceptance period of 90 calendar days. Any defects the CLIENT discovers during this period shall be reported to Tri State Surveying and will be corrected as part of Tri State Surveying's scope of services contained in this proposal. The CLIENT further agrees not to use such digital drawings and data, in whole or in part, for any purpose other than the PROJECT, which is the subject of this proposal. The CLIENT agrees to waive all claims against Tri State Surveying resulting from any unauthorized changes or reuse of the digital drawings and data. In addition, the CLIENT agrees to indemnify and hold Tri State Surveying harmless for any damage, liability or cost, including reasonable attorneys' fees, arising from any changes made by anyone other than Tri State Surveying or from any reuse of the digital drawings and data without the prior written consent of Tri State Surveying.

## EXCLUDED SERVICES

The following services are specifically excluded from this proposal:

1. CONSULTANT has not made an independent title search and has relied upon CLIENT supplied documents relative to the PROJECT and specifically disclaims any items not shown on a deliverable which may or may not be of record and not provided by the CLIENT that may affect the PROJECT.

## DELIVERABLES

The deliverables for the TOPOGRAPHIC SURVEYING SERVICES provided to the PROJECT shall include the following:

- (1) Design Survey points file with copies of field notes and sketches
- (2) Basis of Bearings and Benchmark Notes
- (3) Topographic Survey Map with accompanying digital file

The deliverables for the PLAT MAPPING SERVICES provided to the PROJECT shall include the following:

- (1) Easement Descriptions and Exhibits

The deliverables for the CONSTRUCTION SURVEYING SERVICES provided to the PROJECT shall include the following:

- (1) Wet stamped Cut Sheets for applicable tasks

## FEES FOR SERVICES

The fees for the services included in the proposal are as follows:

For the services described under TOPOGRAPHIC SURVEYING SERVICES: \$7915  
Includes Control Survey and Topographic Surveying and Mapping:

For the services described under PLAT MAPPING SERVICES: \$1350  
Includes Easement Descriptions and Exhibits:

The fees for the services described under CONSTRUCTION SURVEYING SERVICES OFF-SITE IMPROVEMENTS: \$9700

**Total Fees For Services \$18,965**

This proposal includes estimated costs for reimbursable expenses such as postage, express shipping charges, travel and lodging. Other reimbursable expenses such as the reproduction of drawings or printing in connection with the PROJECT shall be invoiced at current hourly rates for preparation and delivery. The above fees will not be exceeded without your prior authorization. This proposal is subject to the terms and conditions attached.

## CLIENT SUPPLIED INFORMATION

Upon notice to proceed from the CLIENT to commence work on the PROJECT the CLIENT shall supply the following necessary PROJECT information to Tri State Surveying, Ltd.:

For BOUNDARY SURVEYING, PLAT MAPPING OR ALTA/ACSM LAND TITLE SURVEY SERVICES:

- (1) Legible Copy of the Vesting Deed for the subject property
- (5) Legible Copies of Vesting Deeds for property parcels adjoining the subject property
- (6) Legible Copies of all Right-of-Way Dedication Documents adjoining the subject property

For TOPOGRAPHIC SURVEYING SERVICES:

- (1) Limits of Topographic Survey

For CONSTRUCTION SURVEYING SERVICES:

- (1) Two (2) sets of Approved Improvement Plans for the PROJECT
- (2) Supporting CAD files for the improvement plans
- (3) Revisions to Approved Improvement Plans for the PROJECT
- (4) Revised Supporting CAD files for Improvement Plan Revisions

## SCHEDULE OF DELIVERABLES

The schedule of deliverables is based upon receipt of this signed proposal, the CLIENT supplied information in its entirety and your authorization to proceed.

The items described under TOPOGRAPHIC SURVEYING SERVICES shall be completed within Three (3) weeks after notice to proceed. Completion of services involving field surveying is contingent upon weather conditions.

The items described under PLAT MAPPING SERVICES shall be ready for submittal within Two (2) weeks after notice to proceed. Actual recordation of the plat is dependent upon satisfactory completion of the conditions of approval and agency concurrence.

The items under CONSTRUCTION SURVEYING SERVICES shall be executed on an "on-call" basis. We require 48-hour notice for these services in order to properly prepare and schedule field survey crews. Completion of services involving field surveying is contingent upon weather conditions.

## TERMS AND CONDITIONS

1. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any legal action shall be filed in Washoe County, Nevada. Services provided shall be in conformance with local ordinances, Nevada Revised Statutes and the Nevada Administrative Code Standards of Practice for Professional Land Surveyors. The CLIENT understands and acknowledges that as a professional service provider Tri State Surveying, Ltd. (CONSULTANT) cannot and does not offer any warranty or guarantee relating to the construction of the PROJECT.

2. The CLIENT shall place on deposit with CONSULTANT a prepayment on the contract of \$0.00, which shall be used as payment against the final billing invoice. CONSULTANT shall perform the services that are contained in the subject proposal promptly, without delay and that the product of such services will be of customary quality and consistent with professional skill and care. Upon written request the CLIENT shall execute and deliver such additional instruments, documents, governmental fees and charges that are necessary to perform the services for the PROJECT.
3. This proposal, once executed will remain in effect until December 31, 2016, at which time CONSULTANT reserves the right to increase remaining fees for unrendered services described in this proposal 2.5% due to increase in labor and material costs. Any increase in excess of 2.5% will be negotiated with the CLIENT.
4. The CLIENT agrees that periodic billings from CONSULTANT to the CLIENT are correct, conclusive, and binding on the CLIENT unless the CLIENT, within ten days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in the billing. Payment for the services described above will be due within a net 30 days upon receipt of an invoice statement for our work performed during the preceding billing period. Invoices not paid within 60 days of the date of the invoice are subject to an interest charge of 1% per month until paid in full.
5. In the event that the contract is mutually terminated, any prior work completed shall be billed as services rendered and any monies received over and above the final bill shall be returned to the CLIENT. Either party may terminate this agreement at any time without cause upon delivery of written notice to that effect to the other.
6. It is the CLIENT's responsibility to provide CONSULTANT with wet stamped plan revisions and supporting CAD files for Construction Surveying Services. CONSULTANT shall not be responsible or liable for errors resulting from construction surveys or staking based on plan revisions that were not delivered to CONSULTANT prior to the CLIENT's survey request.
7. Should the CLIENT require additional services, other than those detailed in this proposal, such additional services shall be provided based upon our current hourly rate schedule. Additional services involving field surveying will only be performed after written authorization from the CLIENT or the CLIENT's onsite representative. At the time of engagement of CONSULTANT the CLIENT shall provide CONSULTANT, in writing, the names of those individuals authorized to order and approve payment of restaking and additional requested services. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than CONSULTANT, the cost of restaking shall be paid for by the CLIENT as additional services. CONSULTANT shall not be responsible for delays or damages incurred from such delays in the PROJECT caused by activities or factors beyond the control of CONSULTANT. Unless otherwise stated herein, CONSULTANT shall not be responsible for verifying or coordinating the services or work of other consultants or subcontractors.
8. When applicable, CLIENT is noticed that at a future date CONSULTANT may claim a lien as provided by law against the property if not paid in full. CONSULTANT's liability is limited to the sole negligence, willful misconduct of its own employees and subconsultants. In recognition of the relative risks and benefits of the PROJECT to both the CLIENT and CONSULTANT, the risks have been allocated such that the CLIENT agrees to limit the liability of CONSULTANT for any and all claims and expenses from any cause or causes, including attorney's fees, expert witness fees and costs, so that the total aggregate liability of CONSULTANT to the CLIENT shall not exceed \$25,000.00, or the amount of CONSULTANT's total fee for services rendered on the PROJECT, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9. CONSULTANT'S scope of services is limited to those services selected and agreed to by CLIENT. CONSULTANT is not obligated to project services beyond the agreed to scope of services unless written authorization is provided by CLIENT.
10. CONSULTANT's opinions and certifications are limited to the practice of land surveying as defined by Nevada Revised Statutes.

**Additional Terms and Conditions – Applicable Only to Condominium Projects**

11. The CLIENT acknowledges the risks to the CONSULTANT inherent in condominium projects and the disparity between the CONSULTANT's fee and the CONSULTANT's potential liability for problems or alleged problems with such condominium projects. Therefore, the CLIENT agrees to defend, indemnify the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this agreement, except for the CONSULTANT's sole negligence or willful misconduct.
12. In consideration of the substantial risks to the CONSULTANT in rendering professional services in connection with this PROJECT, the CLIENT agrees to make no claim and hereby waives any claim or cause of action of any nature against CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) which may arise out of or in connection with this PROJECT or the performance, by any of the parties above named, of the services under this agreement.

We appreciate the opportunity to offer to provide our professional services to this project, and look forward to working with you. If this proposal is satisfactory to you, please indicate your agreement by signing and returning one original to us to serve as our notice to proceed. This proposal is valid for execution for a period of 90 days. If you have any questions, or if I can be of further service, please don't hesitate to call me. Thank you for your consideration of Tri State Surveying for this project.

Sincerely,

**Tri State Surveying, Ltd.**



Lee H. Smithson, P.L.S., W.R.S.  
Vice President

**CLIENT Acceptance and Notice to Proceed: Stantec Consulting Services**

By: \_\_\_\_\_  
CLIENT'S Authorized Representative

Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_