

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** 7000 South Utility Design from the Jordan River to Constitution Park

**SUMMARY:** Approval of Amendment No. 2 to the Professional Service Agreement with Stanley Consultants, Inc. for geotechnical services in an amount not to exceed \$8,680.00.

**FISCAL IMPACT:** Funding for this project is available in the Storm Drain Capital Account.

**STAFF RECOMMENDATION:** Staff recommends approval of Amendment No. 2 to the Professional Services Agreement with Stanley Consultants, Inc. for geotechnical services in an amount not to exceed \$8,680.00.

**MOTION RECOMMENDED:** "I move to adopt Resolution No. 15-109 authorizing the Mayor to execute Amendment No. 2 to the Professional Service Agreement with Stanley Consultants, Inc. for geotechnical services in an amount not to exceed \$8,680.00.

Roll Call vote required.

**Prepared by:**

David Murphy  
David Murphy, P.E.  
Capital Projects Manager

**Reviewed by:**

Wendell T. Rigby  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

Darien A. Corn  
Darien A. Corn  
Acting City Attorney

**Recommended by:**

Bryce Haderlie  
Bryce Haderlie  
Interim City Manager

**BACKGROUND DISCUSSION:**

This contract was entered into on January 28, 2015, with the Stanley Group to design a storm drain system from the Jordan River to Constitution Park at 3200 West. The preliminary design at that time had not identified potential utility conflicts, therefore, not enough was known to identify where bore holes should be taken to verify subsurface soil conditions for the project.

The design is now a a stage where borings need to be taken to identify potential soil concerns, particularly due to issues surrounding the pipe burst for the replacement sewer alignment. Terracon is a geotechnical firm that the City has worked with in the past, and that the Stanley Group has selected to perform the required geotechnical work. This item of work will be invoiced through the Staley Group contract as a professional engineering sub-contract, thus requiring the contract modification to the Staley Group. The amount for the work is not to exceed \$8,680.00.

**Attachments:**

Resolution

Amendment No. 2

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

RESOLUTION NO. 15-109

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY AND STANLEY CONSULTANTS, INC. FOR THE  
7000 SOUTH UTILITY DESIGN FROM THE JORDAN RIVER TO CONSTITUTION PARK

**WHEREAS**, the City Council of the City of West Jordan has reviewed Amendment No. 2 to the Professional Services Agreement between the City of West Jordan and Stanley Consultants, Inc. (a copy of which is attached) for geotechnical services for the 7000 South Utility Design from the Jordan River to Constitution Park Project in an amount not to exceed \$8,680.00; and

**WHEREAS**, the City Council of the City of West Jordan desires to approve Amendment No. 2 to the Professional Services Agreement with Stanley Consultants, Inc. for geotechnical services for the 7000 South Utility Design from the Jordan River to Constitution Park Project in an amount not to exceed \$8,680.00.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form, the Mayor is hereby authorized and directed to approve Amendment No. 2 to the Professional Services Agreement with Stanley Consultants, Inc. for geotechnical services for the 7000 South Utility Design from the Jordan River to Constitution Park Project in an amount not to exceed \$8,680.00.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 10<sup>th</sup> day of June 2015.

\_\_\_\_\_  
Kim V. Rolfe  
Mayor

ATTEST:

\_\_\_\_\_  
MELANIE S. BRIGGS  
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Sophie Rice	_____	_____
Ben Southworth	_____	_____
Mayor Kim V. Rolfe	_____	_____

**AMENDMENT NO. 2**

**City of West Jordan  
7000 South Utility Design  
From  
The Jordan River to Constitution Park**

THIS AMENDMENT, made and entered into this 10<sup>th</sup> day of June 2015 by and between the CITY OF WEST JORDAN, a municipal corporation (hereinafter referred to as "City"), Stanley Consultants, Inc. (hereinafter referred to as "Consultant").

The City and Consultant agree as to amend the following sections of the original Professional Services Agreement to provide for geotechnical services for the 7000 South Utility Design from the Jordan River to Constitution Park.

2. **DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Provide for geotechnical services as described in the attached Consultant's proposal dated May 22, 2015.

3. **COMPENSATION AND PAYMENT**

The total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of **\$8,680.00** for Amendment No. 2 bringing the total not-to exceed fee to \$228,075.00 for services under this contract.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

\_\_\_\_\_  
Kim V. Rolfe, Mayor

APPROVED AS TO ADMINISTRATION:

\_\_\_\_\_  
Melanie Briggs, City Recorder

CONSULTANT

Mark I. Freeman  
Stanley Consultants, Inc.

STATE OF Utah

COUNTY OF Salt Lake :SS

On this 1<sup>st</sup> day of June, 2015 personally appeared before me, \_\_\_\_\_

Mark I. Freeman, who being by me duly sworn did say that he is the Vice President  
of Stanley Consultants, Inc., a C-

corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that said corporation executed the same.

Angela M. Richey  
NOTARY PUBLIC



My Commission Expires:

Residing in Salt Lake County, Utah



**MEMO**  
Salt Lake City, UT

**TO:** David M. Murphy, P.E.

**DATE:** May 22, 2015

**FROM:** Delmas W. Johnson, P.E.

**SUBJECT:** 7000 S. Preliminary Utility Design  
Geotechnical Investigation for  
Pipebursting Potential of San. Sewer

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The City of West Jordan intends to increase the sanitary sewer conveyance capacity and improve the utility efficiency through pipeline consolidation. To this end, the City and Stanley Consultants is evaluating the feasibility of pipe-bursting to upgrade the sanitary sewer service along 7000 S. between Hether Way and 1300 W. A geotechnical investigation is required to determine the soil types and groundwater conditions of the in-situ soils of the existing 15-inch diameter PVC sanitary sewer pipeline. The soils require a minimum plasticity index, to facilitate the advancement of the bursting head along the existing pipeline alignment. The intent is to replace the 15-inch pipe with a 24-inch diameter sanitary sewer conveyance.

Stanley Consultants has requested a proposal from Terracon to conduct the investigation, consisting of four representative boreholes along the sanitary sewer alignment described above, to a depth of 16 ft. Terracon's proposed scope of services, schedule and fee is attached. Stanley Consultants has a strong working relationship with Terracon and recognize them as competent and reputable as geotechnical experts.

Stanley Consultants recommends a modification to our existing Agreement with the City for 7000 S. Utility Design from the Jordan River to Constitution Park to complete the geotechnical investigation. For our coordination with this effort in overseeing the study and reviewing the results relative to further sanitary sewer design efforts utilizing pipe-bursting technology for the referenced segment along 7000 S., we have estimated 18 hours of total effort. This investigation results in a total Agreement compensation increase of \$8,680. Terracon is available to begin work within 3 – 5 days of receipt of a signed Agreement.

Please review and advise if you have any questions or concerns.

May 18, 2015



Stanley Consultants, Inc.  
383 West Vine Street, Suite 400  
Murray, Utah 84123

Attn: Mr. Delmas Johnson  
P: [801] 269-3811  
E: [DelmasJohnson@Stanleygroup.com](mailto:DelmasJohnson@Stanleygroup.com)

Re: Proposed Geotechnical Engineering Services  
Sanitary Sewer Upsizing Project  
7000 South; 1300 West to 1905 West  
Midvale, Utah  
Terracon Proposal No. P61150143

Mr. Johnson:

We appreciate the opportunity to provide geotechnical engineering services for the above referenced project. This document provides our understanding of the project, our planned work scope and associated fees, and our terms and conditions associated with the performance of this work.

## 1.0 PROJECT INFORMATION

### 1.1 Site Location

ITEM	DESCRIPTION
Location	Along 7000 South Street between 1300 West and 1905 West in Midvale, Utah.
Existing improvements	Existing sanitary sewer line and 7000 South Street. The site is bordered on the north and south by residential and commercial properties.
Current ground cover	Existing asphaltic concrete pavement.
Existing topography	Relatively flat project site with localized slopes for pavement surface drainage.

### 1.2 Project Description

ITEM	DESCRIPTION
Structure	Upsizing of existing sanitary sewer line using pipe bursting methods.

Terracon Consultants, Inc. 14850 S Pony Express Rd, Ste. 150N Bluffdale, Utah 84065  
P [801] 545 8500 F [801] 545 8600 [terracon.com](http://terracon.com)

ITEM	DESCRIPTION
Pipe invert elevation	Unknown. Expected to be 8 to 12 feet below existing pavement surface grade.

Should any of the above information be inconsistent with the planned construction please let us know so that we may make any necessary modifications to this proposal.

## 2.0 SCOPE OF SERVICES

The project will consist of field exploration and laboratory testing under the guidance of a geotechnical engineer to characterize the subsurface conditions and geotechnical engineering to develop geotechnical design and construction recommendations. The following sections provide an overview of the work scope for each of these aspects of the project.

### 2.1 Field Exploration

Our field exploration work includes the drilling and sampling of exploratory soil borings. The following boring schedule is planned:

Number of Borings	Boring Depth (feet)	Planned Location
4	16	In pavement near pipeline alignment

Borings will be advanced to the planned depth or equipment refusal if shallower.

The borings will be located within the existing 7000 South Street travel lanes. A traffic control firm will be retained by Terracon to provide signage and to alert traffic of our field crews. Flaggers are not anticipated for this project.

#### 2.1.1 Procedures

Boring locations will be spaced at approximate even intervals along 7000 South between 1300 West and 1905 West, and laid out by measuring distances and angle from existing site features. During drilling, we will locate the soil borings by field measurements with the assistance of hand-held GPS devices which are capable of locating the exploration points with an accuracy of about 20 feet. Elevations will be estimated from local USGS topographic maps.

The borings will be sampled using split spoon sampling devices consistent with ASTM D1586 and thin walled sampling devices consistent with ASTM D1587. Sample intervals will be as necessary

to collect the required data for design, but in no case greater than 5 feet on center. Bulk samples of drill cuttings will also be collected by hand where applicable.

The field exploration will also include observations for groundwater. This will occur during the exploration program while the borehole is being advanced. No provisions have been made to collect water level data other than the observations made during the advancement of the borings.

### **2.1.2 Site Access**

We expect that the site is accessible to our truck-mounted drilling equipment during regular business hours and no site clearing, wet ground conditions, night work or location of private underground utilities beyond contacting Bluestakes and the local city or UDOT is required. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

In order to conduct our exploration of the project site, we must be granted access by the property owner. By acceptance of this proposal without information to the contrary, we consider that you have provided access to our exploration equipment for the conduct of our work consistent with the agreed work scope.

Terracon will obtain a right-of-way encroachment permit from the local city or UDOT, as appropriate.

### **2.1.3 Property Disturbance**

We will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, in the normal course of our work some such disturbance may occur. We have not budgeted to restore the site beyond backfilling our boreholes and patching the roadway surface using cold patch asphalt. If there are any restrictions or special requirements regarding this site or exploration, please provide them with your acceptance of this proposal.

All borings will be backfilled immediately after their completion with drill cuttings. Excess cuttings will be removed from the site. Because backfill material often settles below the surface after a period of time, you should observe the exploration points periodically for signs of depressions and backfill them if necessary. We could provide this service at your request, but this would involve additional costs.

### **2.1.4 Safety**

We are committed to conducting our work safely. Our field exploration work on this project will be conducted following a tailgate safety meeting held by the drilling crew onsite.

Our field crews will make excavations to sample the soils. Such excavations could encounter subsurface utilities and/or environmental hazards. We will file appropriate notification to the local

and/or state mandated excavation permit office(s), as required by state law, and we will not perform excavations without an understanding of the subsurface utilities present based upon markings made by the various responsible parties. However, such utility location services only delineate subsurface utilities in public easements, and the potential to encounter other, unknown underground hazards remains. The property owner should be requested to provide private utility information at the site. A private utility locate can be completed by Terracon for an additional fee which is described in **Section 2.4**.

Also, we are not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard Type D Personal Protection Equipment (PPE) is appropriate.

## **2.2 Laboratory Testing**

Representative soil samples will be tested in our laboratory to determine pertinent engineering characteristics. Testing may include visual classification, moisture content, dry density determination, Atterberg limits, grain size distribution, percent fines, analytical (pH, Resistivity, soluble sulfate) and strength testing, as appropriate. Our laboratory procedures will follow ASTM standards.

Our fees have been developed with an assumption of typical types and numbers of tests for a project of this nature in this location. In the event additional testing is necessary we will notify you of this need prior to initiating the additional testing.

## **2.3 Geotechnical Engineering Analysis and Report**

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer registered in the State of Utah. The engineer will develop an analysis of subsurface conditions, perform the engineering calculations necessary to evaluate soil profile and strength properties and develop appropriate geotechnical engineering design criteria for earth connected phases of the project. At the completion of our engineering analyses, we will prepare a geotechnical engineering report that provides the following:

1. Soil boring logs with field and laboratory data, soil stratification based on visual soil classification
2. Groundwater levels observed during drilling
3. Site and Exploration location plans
4. Subsurface exploration procedures
5. Description of subsurface conditions
6. Engineering design parameters of encountered soils
7. Recommendations for design and construction of pipe bursting

8. Subgrade preparation/earthwork recommendations.

## **2.4 Additional Services**

The activities described in Sections 2.1 through 2.3 above provide our proposed work scope to address the basic aspects of the work necessary to render our geotechnical engineering report. The fees described in Section 4.1 are related to the work scope described in Sections 2.1 through 2.3.

In addition to the basic services noted above, the following, additional services are often associated with the geotechnical engineering services. The fees for the basic services noted in Section 4.1 do not include the following services.

### **2.4.1 Private Utility Locate**

Assist in clearing boring locations from any conflicting utilities.

### **2.4.2 Review of Plans and Specifications**

Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Our review of the project plans and specifications is a vital part of the geotechnical engineering service. It consists of our review of those portions of the project plans and specifications that are related to site preparation, foundation and pavement construction. Our review will include a written statement that conveys our opinions related to the plans and specifications' consistency with our geotechnical engineering recommendations.

### **2.4.3 Observation and Testing of Pertinent Construction Materials**

Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions based upon widely spaced exploration locations and assumptions that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, perform associated materials testing and documentation associated with site preparation, foundation and pavement construction. This allows a more comprehensive understanding of the subsurface conditions as well as necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers. The scope of services for this project does not include, either specifically or by implication, any environmental assessment of the site intended to identify or quantify potential site contaminants, radon or other naturally occurring substances of this nature.

### 3.0 SCHEDULE

We can generally begin the field exploration program within about 3 to 5 days after receipt of our signed Agreement, if site and weather conditions permit. The field exploration will be completed in one day. We estimate the final geotechnical report can be completed within about two weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

The schedule above is predicated upon our current availability and our understanding of your schedule needs. In the event the schedule provided is inconsistent with your needs, please contact us, and we will consider alternatives.

### 4.0 COMPENSATION

Using our estimate of the work scope as outlined in Section 2, and our unit rates for the various work items, we have developed an estimate of fees for this project.

#### 4.1 Basic Services

We will provide the basic geotechnical services work scope as stated in Section 2.1 through 2.3 for a fee of **\$5,600.00**. This fee includes \$850 for traffic control. Additional fees may be assessed to cover local city or UDOT right-of-way encroachment permits. Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal.

In the event that we encounter unanticipated conditions that would require variation in the work scopes as noted in Section 2.1 through 2.3, we will notify you of this variation, and we will send a supplemental proposal stating the modified work scope as well as its impact on our fee. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement form.

#### 4.2 Additional Services

The additional services noted in Section 2.4 are not included in the fee estimate above. These services and their associated fees are summarized in the following table. Please indicate below the additional services that you authorize at this time by initialing the requested row.

Additional Services	Fee	Client Authorization
2.4.1 – Private Utility Locate	\$850	<input type="checkbox"/> Yes <input type="checkbox"/> No

2.4.2 – Review of Plans and Specifications	\$500	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4.3 – Construction Materials Observation and Testing <sup>1</sup>	--	<input type="checkbox"/> Yes	<input type="checkbox"/> No

1. A proposal will be provided upon request.

## 5.0 AUTHORIZATION

Work will be performed under the provisions of our existing Amendment No. 5, Master Services Agreement with Stanley Consultants, Inc., dated April 7<sup>th</sup>, 2015. Your authorization for Terracon to proceed in accordance with this proposal can be issued by executing the attached Task Order along with this proposal and returning an original copy of these documents to our Bluffdale, Utah office.

A fax or email of the signed Task Order can also be submitted to expedite the commencement of services, but we request that a signed original follow.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,  
Terracon Consultants, Inc.

Rick L. Chesnut, P.E., P.G.  
Principal

Corbett M. Hansen, P.E.  
Senior Geotechnical Engineer

## MASTER SERVICES AGREEMENT

### TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** (dated 04/07/2015, agreement reference number 2015STANLEY) between Stanley Consultants, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the 7000 South Pipe Bursting Project project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 05/18/2015 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

#### 1. Project Information

Reference Section 1.0 of Terracon Proposal No. P61150143, Dated May 18, 2015

#### 2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

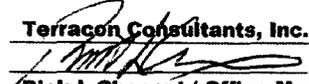
Reference Section 2.0 of Terracon Proposal No. P61150143, Dated May 18, 2015

#### 3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Reference Section 4.0 of Terracon Proposal No. P61150143, Dated May 18, 2015

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **5/18/2015**  
Name/Title: **Rick L. Chesnut / Office Manager III**  
Address: **14850 Pony Express Rd, Ste 150N**  
**Bluffdale, UT 84065**  
Phone: **(801) 545-8500** Fax: **(801) 545-8600**  
Email: **richesnut@terracon.com**

Client: **Stanley Consultants, Inc.**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Delmas Johnson / Sr. Project Manager**  
Address: **383 Vine St., Ste. 400**  
**Murray, UT 84123**  
Phone: **(801) 269-3801** Fax: \_\_\_\_\_  
Email: **JohnsonDelmas@stanleygroup.com**

Reference Number: P61150143