

**City of Carson City
Agenda Report**

Date Submitted: April 19, 2013

Agenda Date Requested: May 2, 2013

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract No. 1213-170 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with BHC Consultants, LLC., to provide Professional Services for 2013 On-Call Environmental Permitting Assistance through June 30, 2014 for a not to exceed amount of \$193,237.00 to be funded from various Water, Wastewater, Stormwater and Landfill Fund Accounts as provided FY 2012/2013 and FY 2013/2014. *(Kim Belt)*

Staff Summary: This contract provides for continuing BHC Consultant services for permitting assistance for the Wastewater Reclamation Plant Permit, Brunswick Springs Permit, and Landfill Operating Permit along with developing a rehabilitation program for the reclaimed water distribution system. The contract will be issued for one (1) year with the option to renew for a second year.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1213-170 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with BHC Consultants, LLC., to provide Professional Services for 2013 On-Call Environmental Permitting Assistance through June 30, 2014 for a not to exceed amount of \$193,237.00 to be funded from various Water, Wastewater, Stormwater and Landfill Fund Accounts as provided FY 2012/2013 and FY 2013/2014. *(Kim Belt)*

Explanation for Recommended Board Action: Pursuant to **NRS 332.115(1)(b):** (1) Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services and **NRS 625.530**, contracts for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of service to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding.

Applicable Statute, Code, Rule or Policy: NRS 332.115(1)(b) and NRS 625.530

Fiscal Impact: \$193,237.00

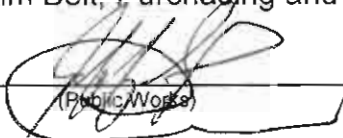
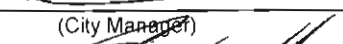
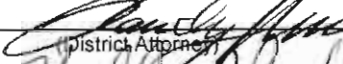
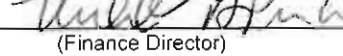
Explanation of Impact: Amount of contract.

Funding Source: Various Water, Wastewater, Stormwater and Landfill Fund Accounts as provided FY 2012/2013 and FY 2013/2014.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1213-170 and Exhibit A.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:  _____ Date: 4/23/13
(Public Works)
 _____ Date: 4/23/13
(City Manager)
 _____ Date: 4/23/13
(District Attorney)
 _____ Date: 4/23/13
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1213-170

**Professional Services for 2013 On-Call Environmental Permitting
Assistance**

THIS CONTRACT, made and entered into this 2nd day of May, 2013, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and BHC Consultants, LLC, hereinafter referred to as the "**CONSULTANT**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONSULTANT** for **CONTRACT No. 1213-170 Professional Services for 2013 On-Call Environmental Permitting Assistance** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from May 2, 2013, subject to Carson City Board of Supervisors' approval (anticipated to be May 2, 2013) to June 30, 2014, with the option to renew for a second year, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

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3 NOTICE:

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

3.1.1 Notice to **CONSULTANT** shall be addressed to:

Martin Harper, P.E., PhD
BHC Consultants, LLC.
1601 Fifth Avenue, Suite 500
Seattle, Washington 98101
206-505-3400/FAX 206-276-3406
Martin.Harper@bhccconsultants.com

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

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
775-283-7137 / FAX 775-887-2107
KBelt@carson.org

4 SCOPE OF WORK:

4.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONSULTANT** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONSULTANT** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a

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person who is in the business of providing such services in similar circumstances.

CONSULTANT shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONSULTANT** to **CITY**.

4.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

4.7 Special Terms and Conditions for Engineers, Architects, and Land Surveyors:

4.7.1 Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:

4.7.1.1 The drawing, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

4.7.1.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

4.7.1.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.

4.7.2 Cost Accounting and Audits:

4.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** within two (2) years after the completion of the **SERVICES** under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive

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at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the **SERVICES** performed under this Contract.

4.8 CITY Responsibilities:

4.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the **SERVICES**.

4.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the **SERVICES**.

4.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

4.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of **SERVICES** shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the **SERVICES** required under the terms of this Contract until all **SERVICES** have been completed and accepted by **CITY**.

5 CONSIDERATION:

5.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials and the attached fee schedule for a not to exceed maximum amount of One Hundred Ninety Three Thousand Two Hundred Thirty Seven Dollars and No Cents (\$193,237.00).

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **SERVICES**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **SERVICES**.

5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the **SERVICES** rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the

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requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6 TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2013 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONSULTANT** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

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7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

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7.5.1.2 **CONSULTANT** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

8 REMEDIES:

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9 LIMITED LIABILITY:

9.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10 FORCE MAJEURE:

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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11 INDEMNIFICATION:

11.1 As required by AB 483, and NRS 338.155, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorneys' fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12 INDEPENDENT CONTRACTOR:

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

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12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13 INSURANCE REQUIREMENTS:

13.1 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.4 Insurance Coverage:

13.4.1 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise

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agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

13.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.5.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.5.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.5.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

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13.5.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

13.5.7 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

14.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.2 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

14.1.3 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

15.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

16 PROFESSIONAL LIABILITY INSURANCE:

16.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

16.2 Retroactive date: Prior to commencement of the performance of this Contract

16.3 Discovery period: Three (3) years after termination date of this Contract.

16.4 A certified copy of this policy may be required.

17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

17.1 **CONSULTANT** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance

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with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

17.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

18 **BUSINESS LICENSE:**

18.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

18.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

19 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

19.1 **CONSULTANT** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

20 **WAIVER OF BREACH:**

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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21 SEVERABILITY:

21.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

22 ASSIGNMENT/DELEGATION:

22.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **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 Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

23.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

23.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.

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24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

25 CONFIDENTIALITY:

25.1 **CONSULTANT** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

26 FEDERAL FUNDING:

26.1 In the event federal funds are used for payment of all or part of this Contract:

26.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

26.1.2 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

26.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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27 LOBBYING:

27.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

27.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

27.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

27.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

28 GENERAL WARRANTY:

28.1 **CONSULTANT** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

29 PROPER AUTHORITY:

29.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONSULTANT**.

30 ALTERNATIVE DISPUTE RESOLUTION:

30.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONSULTANT** cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY**

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shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

31 GOVERNING LAW; JURISDICTION:

31.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

32 ENTIRE CONTRACT AND MODIFICATION:

32.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

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33 ACKNOWLEDGMENT AND EXECUTION:

33.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Kim Belt

By: 
Deputy District Attorney

DATED 4/23/13

DATED 4/23/13

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@carson.org

By:  Andy Burnham  Jeff Shurf

DATED 4/23/13

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SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

BHC Consultants, LLC.
1601 Fifth Avenue, Suite 500
Seattle, Washington 98101

Invoice shall be submitted to:

Carson City Public Works
Attn: Karen White
3505 Butti Way
Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 2, 2013 approved the acceptance of **CONTRACT No. 1213-170**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 2nd day of May, 2013.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 2nd day of May, 2013.

Scope of Work for 2013 On-Call Environmental Permitting Assistance

March 27, 2013

Background

Carson City has been issued discharge permits by the Nevada Division of Environmental Protection (NDEP) to authorize the discharge of water to the Carson River from the springs created by Brunswick Reservoir seepage, for the use of reclaimed water produced at the Carson City Wastewater Reclamation Plant (WRP) for irrigation use at several reuse sites in Eagle Valley and for the operation of the Carson City Landfill.

This scope of work covers the following tasks:

- Task 1: Application for renewal of the NPDES discharge permit for the springs created by seepage from Brunswick Reservoir. The permit expires February 2014 but the application for renewal is due in August 2013, six months prior to the expiration date.
- Task 2: Application for renewal of the groundwater discharge permit for the Carson City Wastewater Reclamation Plant (WRP). The permit expires January 2015 but is due 6 months before the permit expiration date in August 2014. However, based on discussion with NDEP, early renewal of the permit is recommended to coincide with the renewal process for the springs NPDES discharge permit.
- Task 3: Application for renewal of the landfill operating permit. The existing permit expires in 2014 and the renewal application should be submitted in November 2013.
- Task 4: Development of rehabilitation program for the reclaimed water distribution system. Complete the V&A assessment of the reuse line and make a plan moving forward.
- Task 5: Miscellaneous on-call consulting services to respond to questions raised by Carson City staff relative to permitting and other Public Works issues.

Task 1: Application for Renewal of Brunswick Springs Permit

The Brunswick Reservoir springs are currently authorized to discharge to the Carson River by NPDES Discharge Permit NV0023591 that was issued by NDEP on February 24, 2009. Renewal of the permit will involve the preparation of an application package that includes the completion of several EPA and NDEP forms supplemented with supporting data and technical analysis. The application package should be submitted to NDEP by August 23, 2013 to provide for the issuance of the renewed permit by NDEP by February 24, 2014.

The following scope of work is based on the assumption that the renewal application package will be similar to the package prepared for the original NPDES discharge permit in 2007. It is assumed that Carson City will collect reclaimed water samples, submit the samples to appropriate analytical testing laboratories for chemical analysis and provide the results to BHC Consultants for use in the permit application package.

- A. Data Collection: Collect information flow and water quality data for the three springs for the five year period from 2008 through 2012. The monthly monitoring reports prepared by Carson City and associated analytical laboratory test results for January 2008 through September 2012 are currently on file with BHC Consultants, so the monthly reports and analytical test results for October 2012 through December 2012 are required from the City.
- B. Meet with NDEP to determine the specific requirements of the permit application. The current EPA and NDEP permit application forms appear to be the same forms as used for the 2007 application package. A pre-application meeting with NDEP is needed to confirm the specific application requirements, including the need for and list of toxic constituents to be tested, the format for data submittal and the extent of supporting documentation.
- C. Develop spreadsheets for presenting the flow and water quality data required for the permit applications. The data analysis methodology will be reviewed with NDEP at the pre-application meeting as it is anticipated that revisions in effluent discharge limits for the springs will be requested as a result of the data analysis and will be included in the application package.
- D. Prepare the applications, including figures and maps as required. Draft applications will be prepared by July 1, 2013 for review and comment by Carson City. The applications will be prepared for signature by the responsible Carson City official.
- E. Project meetings: Three meetings are anticipated: a pre-application review meeting with NDEP, a second meeting with NDEP to review the technical support document for the application and one meeting with Carson City staff to review the draft application package.

Task 2: Application for Renewal of Wastewater Reclamation Plant Permit

Carson City is currently issued a groundwater discharge permit NEV90008 by NDEP to discharge reclaimed water to Brunswick Canyon Effluent Storage Reservoir and for the application as irrigation at several reuse sites. The permit expires on January 6, 2015. The renewal application is an NDEP Groundwater Discharge Permit Application form that requests detailed information on reclaimed water quality characteristics and monitoring well information at existing reuse sites. Additional effluent sampling and analysis to characterize toxicants in the reclaimed water may be required by NDEP.

The following scope of work is based on the assumption that the renewal application package will be similar to that prepared for the permit renewal in 2007. It is assumed that Carson City will collect reclaimed water samples, submit the samples to appropriate analytical testing laboratories for chemical analysis and provide the results to BHC Consultants for use in the permit application package.

- A. Data Collection: Collect information flow and water quality data for the WRP for the five year period of 2008 through 2012. The monthly discharge monitoring reports (DMRs) for January 2008 through December 2010 are currently on file with BHC Consultants, so the DMRs for January 2011 through December 2012 are required from the City.
- B. Meet with NDEP to determine the specific requirements of the permit application. The current NDEP permit application form appears to be the same form as used for the 2007 application

package. A pre-application meeting with NDEP is needed to confirm the specific requirements, including the need for and list of toxic constituents to be tested, the format for data submittal and the extent of supporting documentation.

- C. Develop spreadsheets for presenting the flow and water quality data required for the permit application.
- D. Prepare the application, including figures and maps as required. Draft applications will be prepared by July 1, 2013 for review and comment by Carson City. The applications will be prepared for signature by the responsible Carson City official for submittal to NDEP by August 23, 2013.
- E. Project meetings: Two meetings are anticipated: a pre-application review meeting with NDEP, and one meeting with Carson City staff to review the draft application package.

Task 3: Application for Renewal of Landfill Operating Permit

- A. Review Existing Information. Review the Operating Permit Application, dated 2008, to obtain the necessary information and identify sections that require revision. To the extent practicable, various sections of the existing plan will be utilized and incorporated into the Revised Operating Plan. Review the Nevada Administrative Code as it applies to the operation and permitting of landfills.
- B. Prepare Draft Operating Plan Revision and Permit Renewal Application. Complete the Permit Renewal Application and prepare supporting documentation (Operating Plan). To the extent practicable, the existing exhibits, figures and appendices will be used from the 2009 Operating Permit. The Operating Plan will follow the sequence of topics as outlined in the Renewal Application. Several sections, such as Contingency/Emergency Plan, Operating Personnel and Training, Waste Handling and Acceptance Criteria, will either need to be edited to match the current operations or newly written.
- C. Coordinate with City & Regulatory Agency. Develop preliminary list of Operating Plan revisions and information needed. Meet with the Carson City staff to review sections that require revision and assemble the needed information. Results from the meeting will be discussed with Carson City and additional information needs identified.
- D. Review & Respond to City Comments. Meet with Carson City to review their comments and revise the final plan accordingly. Three copies of the final plan and application will be provided to Carson City for submittal to NDEP.
- E. Review & Respond to NDEP comments. Review NDEP comments with Carson City and revise the Operating Plan as directed. Revised pages will be provided to Carson City and NDEP for incorporation into the final Operating Plan.
- F. Prepare & Submit Final Operating Plan Revisions and Permit Renewal Application. Upon review and responding to City and NDEP comments, the final Operating Plan and Permit Renewal application will be revised and submitted to Carson City.

- G. Meetings with City and NDEP. A meeting with the City and NDEP is anticipated to discuss the regulations and reapplication process.

Deliverables:

1. List of Operating Plan Revisions and Information Needed.
2. Draft Revised Operating Plan.
3. Draft Operating Permit Renewal Application.
4. Revised Operating Plan.
5. Operating Permit Renewal Application.

Assumptions:

1. No more than one Round of City and Agency Comments will be addressed.

Task 4: Development of Rehabilitation Program for the Reclaimed Water Distribution System

The reclaimed water distribution system was constructed in the 1980s and has recently experienced significant corrosion issues. In 2010, Carson City retained V&A, a corrosion control consulting firm, to investigate the condition of the reclaimed water distribution system. That investigation included field work and the preparation of a draft report to document potential locations along the pipeline that may be subject to corrosion problems. This scope of work consists of two subtasks as follows:

- A. Phase 1: Utilizing the information and findings in the 2010 effort, this phase involves more detailed investigations of the potential problem locations and evaluates the existing corrosion test stations, resulting in a preliminary design of a cathodic protection system.
- B. Phase 2: A second phase for the detailed design of the cathodic protection system is included consisting of specifications, drawings and reviews with Carson City staff.
- C. Development of a rehabilitation program for the reclaimed water system. This program will present recommendations for projects to rehabilitate and protect the reclaimed water distribution system based on the Phase 1 work and the previous V&A investigations in consultation with Carson City staff.

The proposal for the Phase 1 and 2 services is included as an attachment.

Task 5: Miscellaneous On-Call Consulting Services

Carson City staff has periodically requested consultation on a range of permitting, preliminary engineering and design issues related to Public Works activities. Areas of consultation have included storm water permitting, water distribution system, reclaimed water system, wastewater reclamation plant, NPDES compliance monitoring and the landfill. Specific consultation activities will be provided at the request of Carson City staff and will be documented by technical memoranda or other appropriate

correspondence. An estimated level-of-effort allowance is based on similar levels of effort provided by BHC Consultants in previous years.

Budget

The budget for this scope of work is shown in the attachment. This estimate includes labor and expenses incurred by BHC Consultants, including the costs for subconsultants. The budget excludes costs for sampling and analytical testing that may be required for submittal of the permit application packages and the permit application fees charged by NDEP.

Project Budget
Carson City
2013 On-Call Environmental Permitting Assistance

		BHC Consultants														TOTAL	
		Principal 220.56		Principal 200.00		Project Engineer 118.79		Staff Engineer 91.35		Engineering Technician 50.00		CAD/GIS Support 136.00		Clerical Support 83.54			
		Harper		Horton		Allen/Werner						Castillo/Caldwell/Totentino		Sillerman/Pearson			
Task	Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	Application for Renewal of Brunswick Springs Permit																
A.	Data Collection	8	\$ 1,764			16	\$ 1,915									24	\$ 3,679
B.	Pre-application Meeting with NDEP	8	\$ 1,764													8	\$ 1,764
C.	Develop Spreadsheets and Data Analysis	16	\$ 3,528			24	\$ 2,873			40	\$ 2,016					80	\$ 4,417
D.	Prepare Application Packages	24	\$ 5,292			16	\$ 1,915			40	\$ 2,016			40	\$ 3,342	120	\$ 12,565
E.	Other Project Meetings	24	\$ 5,292													24	\$ 5,292
	Sub-Total	60	\$ 17,640	0	\$ -	56	\$ 6,703	0	\$ -	80	\$ 4,032	0	\$ -	40	\$ 3,342	256	\$ 31,717
2	Application for Renewal of WRP Permit																
A.	Data Collection	8	\$ 1,764			16	\$ 1,915									24	\$ 3,679
B.	Pre-application Meeting with NDEP	8	\$ 1,764													8	\$ 1,764
C.	Develop Spreadsheets and Data Analysis	8	\$ 1,764			16	\$ 1,915			24	\$ 1,216					48	\$ 4,898
D.	Prepare Application Packages	16	\$ 3,528			8	\$ 958			16	\$ 806			24	\$ 2,006	64	\$ 7,297
E.	Other Project Meetings	16	\$ 3,528											2	\$ 187	18	\$ 2,015
	Sub-Total	56	\$ 12,348	0	\$ -	40	\$ 4,788	0	\$ -	40	\$ 2,016	0	\$ -	26	\$ 2,172	188	\$ 21,324
3	Application for Renewal of Landfill Operating Permit																
A.	Review Existing Information	0	\$ -	4	\$ 800	10	\$ 1,187							8	\$ 687	32	\$ 2,488
B.	Prepare Draft Operating Plan Revision and Permit Renewal Application	4	\$ 892	4	\$ 800	80	\$ 9,576							16	\$ 1,387	104	\$ 12,596
C.	Coordinate with City and Regulatory Agency	0	\$ -	8	\$ 1,600	8	\$ 958							2	\$ 187	18	\$ 2,015
D.	Review and Respond to City Comments	2	\$ 441	6	\$ 1,200	16	\$ 1,915							6	\$ 501	30	\$ 4,068
E.	Review and Respond to NDEP Comments	2	\$ 441	6	\$ 1,200	16	\$ 1,915							6	\$ 501	30	\$ 4,068
F.	Prepare and Submit Final Operating Plan Revision and Permit Renewal App.	0	\$ -	4	\$ 800	12	\$ 1,436							4	\$ 334	20	\$ 2,571
G.	Meetings with City and NDEP	0	\$ -	16	\$ 3,200	16	\$ 1,915							0	\$ -	32	\$ 5,116
	Sub-Total	8	\$ 1,764	48	\$ 9,601	158	\$ 18,913	0	\$ -	0	\$ -	0	\$ -	40	\$ 3,342	254	\$ 33,619
4	Development of Rehab. Program for Recl. Water Dist. System																
A.	Phase 1 - Additional Field Work, Prelim. Design, Report	24	\$ 5,292													24	\$ 5,292
B.	Phase 2 - Design of Cathodic Protection System	16	\$ 3,528													16	\$ 3,528
C.	Development of Rehabilitation Program	24	\$ 5,292													24	\$ 5,292
	Sub-Total	64	\$ 14,112	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 14,112
5	Miscellaneous On-Call Consulting Service																
A.	Miscellaneous On-Call Consulting Services	120	\$ 26,460	40	\$ 8,001	80	\$ 9,576									240	\$ 44,037
	Sub-Total	120	\$ 26,460	40	\$ 8,001	80	\$ 9,576	0	\$ -	0	\$ -	0	\$ -	0	\$ -	240	\$ 44,037
Totals		328	\$ 72,324	88	\$ 17,602	334	\$ 39,980	0	\$ -	120	\$ 6,048	0	\$ -	106	\$ 6,514	952	\$ 144,809
Other Direct Costs																	
	Corrosion Consultant - Northwest Corrosion Engineering																\$ 40,488
	Travel Costs - 8 trips @ \$600																\$ 4,940
	Printing																\$ 2,000
	TOTAL ODC																\$ 48,428
GRAND TOTAL:																	\$ 193,237

March 18, 2013



EXHIBIT A
Northwest Corrosion Engineering

10995 Warfield Road, Sedro-Woolley, WA 98284
Phone: (360) 826-4570 Fax: (360) 826-6321

Martin Harper, Ph.D, PE
BHC Consultants, LLC
1601 5th Ave., Suite 500
Seattle, WA 98101

SUBJECT: City of Carson City Corrosion Control Assessment and Field Testing Proposal – Reservoir and Prison Farm Pipelines

Mr. Harper,

Northwest Corrosion Engineering appreciates the opportunity to provide you with this proposal for the subject project. The work associated with this proposal includes report review, field investigation regarding the existing corrosion monitoring equipment, recommendations for pipeline excavations and subsequent inspections, and preliminary cathodic protection system design recommendations.

The specific Scope of Work items associated with this project include:

1. Review of previous corrosion assessment reports submitted by V&A and Carollo Engineers. These reports provide information as to corrosion monitoring test station design, locations of test stations, and completed field investigation work.
2. Complete an inventory of all installed test stations. Work to include:
 - a. Verification of operational status of each test station with recommendations for upgrades to non-operating stations.
 - b. Record pipe-to-soil potential data at each operating test station. Compare results of this survey with past measurements collected at each site. This information will provide general information as to corrosion activity at the surface of the piping.
 - c. Determine status of installed stationary reference electrodes.
3. Perform an electrical continuity survey of the pipeline between test stations. Determination of electrical continuity is vital prior to completion of close interval survey work described in Item 4.
4. Conduct a total of five (5) confirmation Close Interval Surveys (CIS) at suspect locations. Selection of locations will be based upon our field observations, information included in previous corrosion inspection reports, and data collected during past pipeline excavation inspections.
5. Perform soil resistance testing and soil resistivity calculations at various locations along the pipeline routing. The purpose of this task will be to confirm the results of previous soil surveys such that accurate information is available for corrosion control system design requirements.

EXHIBIT A

BHC – Carson City
Water Pipeline – Corrosion Assessment and Field Investigation

6. Conduct current requirement testing to determine the general condition of the pipeline mortar coating and quantity of protective current necessary to provide adequate corrosion control to the structure.
7. Provide a report detailing results of our field testing and recommendations for additional pipeline excavation locations. Included with the report will be preliminary cathodic protection system design recommendations as applicable.

The field work of this proposal will require five days on-site to complete. The cost for completing the work of this proposal will be \$16,807.00.

For budgeting purposes, it is estimated that the cathodic protection system design effort will be on the order of \$20,000. This estimate includes cathodic protection system specification development, drawings, and review of the project design package at 60, 90, and 100% completion levels.

Please feel free to contact our office if you have any questions or require any additional information.

Sincerely,
Northwest Corrosion Engineering



Jeremy A. Hailey, P.E.
NACE Corrosion Specialist No. 5401