

Item #9-3B

City of Carson City
Agenda Report

Date Submitted: April 22, 2010

Agenda Date Requested: May 6, 2010

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Contract No. 0910-197 is a contract 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 services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530; and to approve Contract No. 0910-197 with V & A Consulting Engineers to provide Corrosion Engineering Services - Phase 1 through May 5, 2011, for a not to exceed cost of \$126,054.00 to be funded from various Sewer and Water Fund Accounts as provided in FY 2009/2010. (Sandy Scott- Fisher)

Staff Summary: Consultant is to analyze two of Carson City's reclaimed water pipelines, that are an integral part of the water treatment program, constructed approximately thirty (30) years ago. While performing maintenance the City found some evidence of corrosion.

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 determine that Contract No. 0910-197 is a contract 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 services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530; and to approve Contract No. 0910-197 with V & A Consulting Engineers to provide Corrosion Engineering Services - Phase I through May 5, 2011, for a not to exceed cost of \$126,054.00 to be funded from the various Sewer and Water Fund Accounts as provided in FY 2009/2010. (Sandy Scott - Fisher)

Explanation for Recommended Board Action: Pursuant to **NRS 625.530**, staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

NRS 625.530 Restrictions upon public works. Except as otherwise provided in NRS 338.1711 to 338.1727, inclusive, and 408.3875 to 408.3887, inclusive:

1. The State of Nevada or any of its political subdivisions, including a county, city or town, shall not engage in any public work requiring the practice of professional engineering or land surveying, unless the maps, plans, specifications, reports and estimates have been prepared by, and the work executed under the supervision of, a professional engineer, professional land surveyor or registered architect.

2. The provisions of this section do not:
- (a) Apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$35,000.
 - (b) Include any maintenance work undertaken by the State of Nevada or its political subdivisions.
 - (c) Authorize a professional engineer, registered architect or professional land surveyor to practice in violation of any of the provisions of chapter 623 of NRS or this chapter.
 - (d) Require the services of an architect registered pursuant to the provisions of chapter 623 of NRS for the erection of buildings or structures manufactured in an industrial plant, if those buildings or structures meet the requirements of local building codes of the jurisdiction in which they are being erected.

3. The selection of a professional engineer, professional land surveyor or registered architect to perform services pursuant to subsection 1 must be made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of services to be performed and not on the basis of competitive fees. If, after selection of the engineer, land surveyor or architect, an agreement upon a fair and reasonable fee cannot be reached with him, the public agency may terminate negotiations and select another engineer, land surveyor or architect.

[12a:198:1919; added 1947, 797; A 1949, 639; 1943 NCL § 2875.06a]—(NRS A 1967, 953; 1971, 774; 1973, 1700; 1975, 208; 1977, 320; 1983, 807; 1989, 788; 1997, 1055; 1999, 3489; 2001, 2022; 2003, 119)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 625.530

Fiscal Impact: \$126,054.00

Explanation of Impact: Amount of Contract.

Funding Source: Various Sewer and Water Funds – 510-3202-434-04-70, 510-3202-434-04-30, 510-3202-434-04-34, 520-3502-435-04-30 and 520-3502-435-04-65

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Contract for Services of Independent Contractor No. 0910-~~999~~ 197

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Coordinator

Reviewed By:

(Public Works)

Date:

4/27/10

(City Manager)

Date:

4/27/10

(District Attorney)

Date:

4-27-10

(Finance Director)

Date:

4/27/10

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)
Contract No. 0910-197
Corrosion Engineering Services – Phase I**

THIS CONTRACT, made and entered into this 6th day of May, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and V & A Consulting Engineers hereinafter referred to as the "**CONSULTANT**".

W I T N E S S E T H :

WHEREAS, the Purchasing and Contracts Coordinator 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. 0910-197 Corrosion Engineering Services – Phase I** 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 6, 2010, subject to Carson City Board of Supervisors' approval (anticipated to be May 6, 2010) to May 5, 2011, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

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.

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

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

Brian Chapman, P.E., Director, Engineering Services
V & A Consulting Engineers
155 Grand Avenue, Suite 700
Oakland, CA 94612
510-903-6600/FAX 510-903-6601
bchapman@vaengineering.com

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

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street Suite 3
Carson City, Nevada 89701
775-283-7137/ FAX 775-887-2107
SScott@ci.carson-city.nv.us

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 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**.

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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 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:

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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 Twenty-Six Thousand, Fifty-Four Dollars and No Cents (\$126,054.00).

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, 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 **WORK**.

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 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:

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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, 2010 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:

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

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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;

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**.

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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.

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.

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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.

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

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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 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

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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**.

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.

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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.

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

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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 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.

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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.

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:

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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**.

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:

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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).

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.

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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 **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** 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

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parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

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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: Sandy Scott-Fisher, Purchasing &
Contracts Coordinator
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

By: 

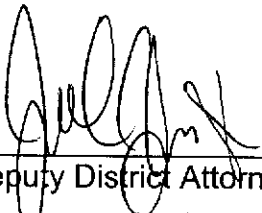
Sandy Scott-Fisher

DATED 4/27/10

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

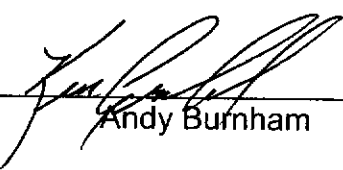
By: 

Deputy District Attorney

DATED 4-27-10

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@ci.carson-city.nv.us

By: 

Andy Burnham

DATED 4/27/10

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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Brian Chapman, P.E. deposes and says: That he is the **CONSULTANT** or authorized agent of the **CONSULTANT**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONSULTANT

BY: Brian Chapman, P.E.

TITLE: Director, Engineering Services Firmwide

FIRM: V & A Consulting Engineers

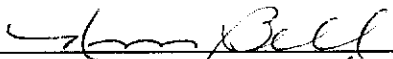
CARSON CITY BUSINESS LICENSE #: 10- (currently applying for)

Address: 155 Grand Avenue, Suite 700

City: Oakland **State:** California **Zip Code:** 94612

Telephone: 775-888-9900/ **Fax #:** 775-888-9904

E-mail Address: bchapman@vaengineering.com


(Signature of **CONSULTANT**) *Kim Bell, Director of Firmwide Services*

DATED 4-23-10

STATE OF _____)
County of _____) ss

Signed and sworn (or affirmed) before me on this _____ day of _____, 2010,
by _____

(Signature of Notary)

(Notary Stamp)

*✱ Incorrect wording.
see attached acknowledgment
DJ. 4/23/10*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

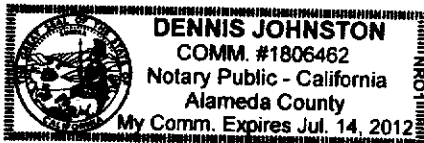
State of California

County of Alameda

On 4/23/10 before me, Dennis Johnston, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Kim Bell
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Dennis Johnston
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER
Director Firmwide Services
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Professional Services Agreement
TITLE OR TYPE OF DOCUMENT

28 plus acknowledgment
NUMBER OF PAGES

4/23/10
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

N/A

10/A
SIGNER(S) OTHER THAN NAMED ABOVE

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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SAMPLE INVOICE

Invoice Number: _____
Invoice Date: _____
Invoice Period: _____

Vendor Number: _____
V & A Consulting Engineers
155 Grand Avenue, Suite 700
Oakland, California 94612

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 6, 2010 approved the acceptance of **CONTRACT No. 0910-197**. 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 6th day of May, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 6th day of May, 2010.



EXHIBIT A

155 Grand Avenue,
Suite 700
Oakland, CA 94612

510.903.6600 Tel
510.903.6601 Fax
vaengineering.com

10-0016R1

March 31, 2010

Andrew Burnham
Public Works Director
City of Carson City
3505 Butti Way
Carson City, NV 89701

SUBJECT: Reservoir Pipeline Reclaimed Water Transmission Pipeline
Prison Farm Pipeline
External Corrosion Condition Assessment
Proposal for Corrosion Engineering Services – Phase I

Dear Mr. Burnham:

V&A is pleased to submit this proposal to conduct a condition assessment of the 24-inch and 27-inch diameter reclaimed water pipelines for the city of Carson City, Nevada. The pipelines were constructed in several segments under two contracts, P-1 and P-2.

The Stewart Pond, Prison Farm, and Darling Ranch Pipelines were issued for construction in 1982 and consist of 33,724 linear feet (6.89 miles) of Cement Mortar Lined and Coated (CML&C) steel pipe with welded and bonded joints. The pipelines run from Stewart Pond south of the treatment plant north to Darling Ranch.

The Reservoir pipeline was constructed in 1986 and consists of 18,499 linear feet (3.50 miles) of AWWA C303 pipe that runs from Morgan Hill Road at Darling Ranch to the toe of the dam for Brunswick Reservoir. The following table outlines these pipelines in detail.

Pipe Segment	Length (Feet)	Diameter (Inches)	Material	Location
P-1 Stewart Pond	466	24	CML&C Steel, 3/16" thick, bonded joints	Outlet Pipes to Bigelow Drive
P-1 Prison Pipeline	15,276	24	CML&C Steel, 3/16" thick, bonded joints	Bigelow Drive to Fairview Drive
P-1 Prison Pipeline	8,705	24	CML&C Steel, 3/16" thick, welded joints	Fairview Drive to Butti Road/Plant
P-1 Darling Ranch	3,116	24	CML&C Steel, 1/4" thick, welded/bonded joints	Plant to Mexican Ditch flume
P-1 Darling Ranch	6,161	27	CML&C Steel, 3/8" thick, welded/bonded joints	Mexican Ditch flume to Darling Ranch/Morgan Hill Road
P-2 Reservoir	18,499	27	AWWA C303, welded/bonded joints	Darling Ranch/Morgan Hill Road to the downstream toe of the dam for Brunswick Reservoir

The reclaimed water transmission pipeline conveys water from the wastewater treatment plant to a reservoir for storage. The pipeline is continuously under pressure and is critical for the delivery of irrigation water during the summer months.

During recent construction on the pipeline, it was discovered that bolts and a mechanical coupling were corroded at an in-line valve. Photos of the excavation site reveal areas of exposed steel and coated steel that was not coated with mortar. Exposed steel on a mortar coated pipeline can create a strong corrosion cell that will result in corrosion of the exposed steel.



There are approximately 14 blow-off valves, four in-line valves, 13 air release assemblies, seven valved outlets, and eleven "pig" stations on the pipelines. These are collectively referred to as "appurtenances." These locations have exposed steel that could be creating a corrosion cell between the mortar coating on the pipe and the exposed steel. The purpose of this assessment is to identify which appurtenances are experiencing corrosion and to assess the condition of a representative sample of them. The condition assessment will not cover the section of pipe between the appurtenances as the potential for corrosion is expected to be more significant at the appurtenances.

V&A proposes to conduct this assessment in several phases:

Phase 1 – Identify possible corroding locations (at the appurtenances) using electrochemical techniques, establish the condition of existing test stations, and measure the resistivity of the soil along the pipeline.

Phase 2 – Excavate a selection of locations identified in Phase 1 to be actively corroding and assess the condition of the pipeline at those excavation sites.

Phase 3 – Develop a corrosion control approach for the pipeline based on the findings in Phases 1 and 2. This may involve determination as to whether or not the pipeline is electrically continuous

Phase 1 will identify appurtenances that are actively corroding or have stray current using a test method known as an over-the-line potential survey or close interval potential survey. The proposed close interval potential survey uses electrochemical techniques to identify locations where corrosion activity is present. It does not require excavation of the pipeline and is non-destructive. The close interval potential survey requires that the centerline of the pipeline be located to allow the survey to be performed directly over the top of the pipeline and that electrical access to the pipeline can be established using existing test stations. The over-the-line survey will be conducted at approximately 20 locations where existing appurtenances are located.

The electrical potential of the pipeline with respect to a portable reference electrode contacting the soil is a measure of ionic activity between the pipe and its environment. Since corrosion is accompanied by current flow from the pipe through the soil, the pipeline to reference electrode (pipe-to-soil) potential can indicate possible corrosion areas. A highly negative pipe-to-soil potential indicates areas where corrosion is likely to occur. A more positive pipe-to-soil potential indicates cathodic or non-corroding areas. A highly positive pipe-to-soil potential may also indicate a point of stray current discharge, which would be at a location where corrosion could occur. Careful review of the data and actual field conditions are required to determine areas of corrosion, passivity, or stray current interference.

The survey involves placing a copper/copper-sulfate reference cell on the soil directly over the pipe at 5-foot intervals. A wire is connected to the pipe at a test station and strung along the alignment as the survey progresses. The pipe-to-soil potential is recorded using a logging voltmeter.

The close interval survey requires the pipeline to be electrically continuous for the length of pipe being surveyed. The record drawings indicate the bell and spigot joints of the pipeline were welded or bonded with insulated copper cable for electrical continuity. Isolation joints are placed at each in-line valve.

Prior to the close interval survey the initial field verification will be performed to determine the actual field conditions and to finalize planning for the condition assessment. The field verification will include the following:

1. Pipe-to-soil potentials at accessible test stations to verify that the test leads are continuous with the pipeline.
2. In-situ soil resistivity profile of the pipeline at 800 to 1,000-foot intervals to determine the relative corrosiveness of the soil.



The scope of work for the evaluation is based on pipelines that are cement mortar coated pipe, and that the 30 test stations indicated on the drawings are located and intact. If a test station is not operational, V&A may be able to use an adjacent test station to perform the survey. If electrical contact to the pipeline cannot be established V&A will fall back to a different survey technique that does not require electrical contact with the pipeline. Note that this fallback method is not as accurate and in some cases the data may not be conclusive. It is our understanding that the City will mark the centerline of the pipeline at 50-foot intervals and at all horizontal bends in the pipeline and provide access to the alignment for the duration of the evaluation.

SCOPE OF WORK**Task Description****Phase 1 – Establish Baseline Condition Of Pipeline and Soil Corrosivity Using Non-Destructive Techniques**

1. **Documentation Review** – Obtain and review available reports, test data, drawings, and records for the pipeline and corrosion monitoring system.
2. **Corrosion Survey**
 - a. Perform in-situ soil resistivity testing at approximately 1,000-foot intervals. Soil resistivity will be measured at 2.5, 5, 7.5, 10, and 15-foot depths.
 - b. Record pipe-to-soil potentials at each located test station to determine if the test leads are electrically connected to the pipeline. Perform a visual evaluation of the test station's condition. If a test station cannot be located, an effort will be conducted in the field to locate the test station. This effort will be limited to the time allocated in the attached resource allocation estimate. An extensive effort to locate the test stations will not be performed.
 - c. Perform a close interval potential survey at 20 locations where existing appurtenances are located. A close interval potential survey will not be conducted along the whole length of the pipeline. This task assumes that the centerline of the pipeline will be located by others at the locations being tested using pipe locating techniques and marked using flags or paint prior to V&A performing this task. If test stations are not available, V&A will attempt to use a cell-to-remote cell survey technique to collect the over the line survey data.

The field work for this task will take approximately 10 working days.

3. **Data Analysis** - Plot the data and analyze for possible areas where corrosion may be occurring. Prioritize the results of the survey with a relative ranking of corrosion activity at five locations.
4. **Post Survey Field Verification** - Verify the five locations identified by the potential survey to determine the most probable cause (examples: galvanic corrosion of a ductile iron hydrant, a bare steel blow-off valve, galvanic anodes, or corrosion of the pipe). Perform detailed testing to locate and mark in the field areas of the pipe that should be excavated.

The field work for this task will take approximately 2 working days.

5. **Report** - Provide a report documenting the results and conclusions of the testing. Provide five recommended locations for further excavation in Phase 2.
6. **Meetings and Technical Assistance** – Provide up to 20 hours of technical assistance and meetings for this project. Time spent over 20 hours will be invoiced on a time and materials basis at the rates shown on the attached resource allocation estimate.

Phase 2 – Condition Assessment of Excavated Pipe

7. **Condition Assessment of Excavated Pipe** – Perform an external condition assessment of the pipe at each of the five excavation locations. Excavations will be performed by others and shall have shoring meeting OSHA requirements for open trenches. It is assumed that one trip will be required for each excavation. V&A's condition assessment may include, but is not limited to, visual observation including digital photographs, soil sampling and testing for corrosive chemicals, ultrasonic thickness measurements (if feasible), and pit depth measurement. Recommendations will be provided for corrective measures to be undertaken for defects

discovered during this task. Corrective actions may include, but are not limited to, coatings, replacement of components, or localized cathodic protection.

8. **Report** – Extend the report created in Phase 1 to include the results from the condition assessment. Provide recommendations for corrosion control of the appurtenances evaluated. Extrapolate the results to provide an estimate of the condition of the remaining appurtenances.

Phase 3 – Optional – Provide a Cathodic Protection System Design for Corrosion Control of the Pipeline.

This phase is optional and its necessity will be based on the results from Phases 1 and 2. If other means of providing corrosion control of the pipeline are determined to be more appropriate and more economical than cathodic protection, this phase may not be required. The proposal for Phase 3 is provided to the City for planning and budgeting purposes.

9. **Field Testing** - Perform continuity testing and current requirement testing on the pipeline to determine if it is electrically continuous (a requirement for cathodic protection) and to determine the current required for protection.
10. **Cathodic Protection Design** – Provide plans and technical specifications in AutoCAD format for the construction of a cathodic protection system for the pipelines considered under this study. Plans and specifications will be submitted for review at the 90% and 100% design level. Only two review cycles will be performed.
11. **Bidding and Construction Assistance** – Provide bidding and construction assistance to the City. Construction assistance includes responding to RFI's and submittal review. No construction observation or on-site meetings are budgeted for this task.
12. **Final System Energization** – After construction is complete and accepted by the City, V&A will energize and adjust the system, and perform an initial potential survey of the system to verify that the pipeline is receiving adequate cathodic protection. A letter report will be generated documenting the data collected during the survey.

V&A proposes to complete Phases 1 and 2 on a time and materials basis at a total cost not to exceed **\$90,477** and Phase 3 on a time and materials basis at a total cost not to exceed **\$35,577** with terms of net 60 days. This fee is valid for 90 days from the date of this proposal. The scope of work was developed as a result of our discussion with City staff and consultant and represents our mutual understanding.

Estimated costs for the above project scope are itemized in the attached Resource Allocation Estimate. These costs represent our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. This provides us a greater degree of confidence in the overall project estimate, rather than in any given particular task.

If unforeseen circumstances should arise which indicate that more time is required, V&A will provide a written estimate of additional required time and cost. V&A will not proceed with work beyond the not to exceed figure without a written authorization from your office. Charges to this project will be made for actual time spent on the project and will be charged as per the attached Fee Schedule. We request that you carefully review this proposal to assure full understanding of the scope of the work. This proposal is based on our work to be completed during the 2010 calendar year. If the project extends past 2010, V&A

may adjust our Fee Schedule annually each January to reflect our new Fee Schedule. Charges on the remainder of the project will be based on the new schedule.

We are prepared to begin work on your project upon receiving written approval, a Notice to Proceed, or executed contract from your office. We anticipate that the work will be completed according to the following schedule:

Phase 1	8 weeks
Phase 2	The report can be completed within 3 weeks from the last excavation. The schedule for excavations will be determined by others.
Phase 3	To be determined

On behalf of our staff and myself I would like to thank you for the opportunity to be of service to the City of Carson City and BHC Consultants. We look forward to working with you.

Sincerely,



Brian Chapman, PE
Director, Engineering Services Firmwide
V&A Consulting Engineers





RESOURCE ALLOCATION ESTIMATE

PROPOSAL NO: 10-0016R2

Date: 24-Mar-10

CLIENT: City of Carson City, NV

JOB TITLE: Reservoir Pipeline External Corrosion Condition Assessment

Task	Description	Principal-in-Charge	Project Manager	Associate Engineer	Assistant Engineer	Project Administrator or Clerical	Labor Hours Total	Labor Cost Total	Task	Description	Travel (Hotel/Per Diem/Rent-A-Car) (per Day)	Soil Analysis	Truck	Mileage	ODC Total	Total Labor and Labor and ODC		
Phase 1																		
1	Document Review		16	8	4	4	32	\$4,936	1	Document Review					\$5,360	\$63,780		
2	Corrosion Survey		8	80	80		168	\$21,712	2	Corrosion Survey	18		9	1200	\$4,290	\$26,002		
3	Data Analysis	2	10	40	20		72	\$10,172	3	Data Analysis					\$0	\$10,172		
4	Post Survey Field Verification		4	16	16		36	\$4,808	4	Post Survey Field Verification	4		2	500	\$1,070	\$5,878		
5	Report	4	20	40	20	4	88	\$12,912	5	Report					\$0	\$12,912		
6	Meetings and Technical Assistance		20				20	\$3,880	6	Meetings and Technical Assistance					\$0	\$3,880		
Phase 2																		
7	Excavations		60				60	\$11,640	7	Excavations	5	5	5	2400	\$3,325	\$14,965		
8	Report	4	20	40	10	4	78	\$11,732	8	Report					\$0	\$11,732		
Phase 3																		
9	Field Testing		4		32		36	\$4,552	9	Field Testing	4		4	560	\$1,260	\$5,812		
10	Cathodic Protection Design	4	8	40	60	4	116	\$15,304	10	Cathodic Protection Design					\$0	\$15,304		
11	Bidding and Construction Assistance		8		16		24	\$3,440	11	Bidding and Construction Assistance					\$0	\$3,440		
12	Final System Energization	2	8	40	24		74	\$10,256	12	Final System Energization	3			540	\$765	\$11,021		
Subtotal							804											
Hourly/Unit																		
Total Direct Labor/ODC																		
							\$4,096	\$36,084			\$40,736	\$33,276	\$1,152					
								\$115,344			\$800	\$800	\$1,800	\$2,600	\$10,710	\$126,054		
GRAND TOTAL ESTIMATED COST																		