



**Is there a fiscal impact? Yes**

**If yes, account name/number:** Water Fund Laboratory Expenses Account 5203502-500636

**Is it currently budgeted? Yes**

**Explanation of Fiscal Impact:** \$115,000 is budgeted each fiscal year in the Laboratory Expense account.

**Alternatives**

Do not approve the contract and/or provide alternative direction.

**Attachments:**

[23300167 Draft Contract.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 23300167**

**Title: Water Quality Testing Services**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Eurofins Eaton Analytical, LLC, hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, this Contract (does involve\_\_\_) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

**WHEREAS, CONSULTANT'S** compensation under this agreement (does \_\_\_) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 23300167** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

**2. SCOPE OF WORK (Incorporated Contract Documents):**

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

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

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

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

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2.4 **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**.

2.5 **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.

2.6 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, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:  
**(OMITTED)**

2.8 CITY Responsibilities:

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

2.8.2 **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.

2.8.3 **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**.

2.8.4 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**.

### 3. CONTRACT TERM:

3.1 The term of this Contract begins on January 1, 2023, subject to Carson City Board of Supervisors' approval (anticipated to be December 1, 2022) and ends on December 31, 2025, with the option of two one-year extensions, subject to negotiations, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

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## 4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website ([www.carson.org](http://www.carson.org)), 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, by 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.

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

Kevin Calcagno, Account Manager  
Eurofins Eaton Analytical, LLC  
750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016  
916-960-7479  
[Kevin.Calcagno@ET.EurofinsUS.com](mailto:Kevin.Calcagno@ET.EurofinsUS.com)

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

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing and Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Fee Schedule for a not to exceed maximum amount of Ninety Six Thousand Six Hundred Fourteen Dollars and 00/100 (\$96,614.00), and hereinafter referred to as "Contract Sum".

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 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 later 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.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

### 7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

### 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 any 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 or any services required by this

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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 (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

## 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 **Subsection 7.5** (Winding Up Affairs Upon Termination) 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; and

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

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**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

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## 7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

## 8. REMEDIES:

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 attorney's 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:

CITY will not waive and intends to assert available NRS 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 expressly provided for elsewhere in this Contract. 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:

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 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. 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 Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, 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 attorney's 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



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to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in Subsection 11.5 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:

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

11.3.2 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.

11.4 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.

11.5 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 **CONSULTANT**, as 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 **CITY**, except as to the results of the SERVICES, 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**, in addition to Section 11 (INDEMNIFICATION), 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 (GENERAL):

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**13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **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.

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

13.4 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.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **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 later of:

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

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

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) 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.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **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.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply

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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 \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **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 mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

13.14 **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.

13.15 **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 2, Carson City, NV 89701:

13.16 **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**.

13.17 **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 13.9** (Additional Insured).

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

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **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 subcontractors, 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.

## 13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

13.20.1 *Minimum Limits required:*

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

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

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

13.20.5 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

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(including the tort liability of another assumed in a business contract).

## 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 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.

## 13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

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

13.22.5 A certified copy of this policy may be required.

## 13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **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 NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

## 14. BUSINESS LICENSE:

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

14.2 The Carson City business license shall continue in force until the later 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.

## 15. COMPLIANCE WITH LEGAL OBLIGATIONS:

**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 or any 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 NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **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.

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

## 16. WAIVER OF BREACH:

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.

## 17. SEVERABILITY:

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.

## 18. ASSIGNMENT / DELEGATION:

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**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

## 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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.

## 20. PUBLIC RECORDS:

Pursuant to NRS 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 NRS 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.

## 21. CONFIDENTIALITY:

**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.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

### 22. FEDERAL FUNDING:

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

22.1.1 **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.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **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.

22.1.4 **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 Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

### 23. LOBBYING:

23.1 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:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

### 24. GENERAL WARRANTY:

**CONSULTANT** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

SERVICES, under the same or similar circumstances, in the State of Nevada.

## 25. PROPER AUTHORITY:

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 is performed at the sole risk of **CONSULTANT**.

## 26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a 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 ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work 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** 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.

## 27. GOVERNING LAW / JURISDICTION:

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.

## 28. ENTIRE CONTRACT AND MODIFICATION:

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. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 23300167**

**Title: Water Quality Testing Services**

**29. ACKNOWLEDGMENT AND EXECUTION:**

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

**CITY**

Executive Office  
Attn: Carol Akers, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

By: \_\_\_\_\_  
Sheri Russell-Benabou, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CITY'S ORIGINATING DEPARTMENT**

**CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts**

**BY:** Carol Akers

Acct: 5203502-500636

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Eddy Quaglieri, Water Utility Manager  
Telephone: (775) 283-7395



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 23300167**

**Title: Water Quality Testing Services**

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

**CONSULTANT**

**BY:** Eduardo Rodriguez

**TITLE:** Laboratory Director

**FIRM:** Eurofins Eaton Analytical, LLC

**CARSON CITY BUSINESS LICENSE #: BL-000608**

**Address:** 750 Royal Oaks Drive, Suite 100

**City:** Monrovia **State:** CA **Zip Code:** 91016

**Telephone:** 626-386-1100

**E-mail Address:** [Eduardo.Rodriguez@ET.EurofinsUS.com](mailto:Eduardo.Rodriguez@ET.EurofinsUS.com)

\_\_\_\_\_  
(Signature of Consultant)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 23300167**

**Title: Water Quality Testing Services**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 1, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300167**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR

DATED this 1<sup>st</sup> day of December 2022.

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 1<sup>st</sup> day of December 2022.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 23300167**

**Title: Water Quality Testing Services**

**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_

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

Invoice Period: \_\_\_\_\_

Invoice shall be submitted to:

Carson City Public Works Water Division

Attn: Kelly Hale, Environmental Control, email: [KHale@carson.org](mailto:KHale@carson.org)

3505 Butti Way

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
<b>Total for this invoice</b>				

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**



## RFP 23300167 Addendum 2

### Eurofins Eaton Analytical, Inc.

### Supplier Response

#### Event Information

Number: RFP 23300167 Addendum 2  
Title: Water Quality Testing Services  
Type: Request for Proposal  
Issue Date: 8/18/2022  
Deadline: 9/22/2022 02:00 PM (PT)  
Notes: Carson City invites qualified firms to submit proposals for Water Quality Testing Services to perform water quality testing for the municipal water system. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Proposals."

#### Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator  
Address: City Hall - Executive Office  
201 N. Carson Street, Suite 2  
Carson City, NV 89701  
Phone: 1 (775) 283-7362  
Email: cakers@carson.org

## Eurofins Eaton Analytical, Inc. Information

Address: 750 Royal Oaks Drive  
Monrovia, CA 91016  
Phone: (626) 386-1100  
Fax: (626) 386-1101  
Web Address: [www.eurofinsus.com/eaton](http://www.eurofinsus.com/eaton)

By submitting your response, you certify that you are authorized to represent and bind your company.

Samantha Carney

*Signature*

*Submitted at 9/22/2022 10:57:36 AM (PT)*

[samantha.carney@eurofinset.com](mailto:samantha.carney@eurofinset.com)

*Email*

## Requested Attachments

### 23300167 Proposal

For submission of proposal

Carson City NV RFP 23300167 lab proposal 09-2022.pdf

## CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE



9/22/2022

### PRICING SUMMARY

- See attached spreadsheet for a list of each years testing requirements for Carson City and the quantity/methods of the tests.

### BIDDER INFORMATION:

Company Name: Eurofins Eaton Analytical, LLC

Federal ID No.: 46-0565341

Mailing Address: 750 Royal Oaks Drive, Suite 100

City, State, Zip Code: Monrovia, CA 91016

Complete Telephone Number: 626-386-1100

Complete Fax Number: 866-988-3757

Contact Person/Title: Kevin Calcagno, Account Manager

Mailing Address: 750 Royal Oaks Drive, Suite 100

City, State, Zip Code: Monrovia, CA 91016

Complete Telephone Number: 916-960-7479

Complete Fax Number: 866-988-3757

E-mail Address: Kevin.Calcagno@ET.EurofinsUS.com

**CARSON CITY PURCHASING AND CONTRACTS  
BID RESPONSE**

  
9/22/2022

Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Development Services Department before commencing business. However, possession of said license is not a prerequisite for bidding.

1. If Bidder **has** a valid Carson City Business License, please provide number:

BL-000608-2020

2. Bidder **does not have** a valid Carson City Business License. Bidder contacted a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does need** a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature \_\_\_\_\_ Date \_\_\_\_\_

3. Bidder **does not have** a valid Carson City Business License. Bidder certifies that he has spoken to \_\_\_\_\_ a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does not need** a Carson City Business License for this **REQUEST FOR BID**.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CARSON CITY PURCHASING AND CONTRACTS  
BID RESPONSE**

  
9/22/2022

**DISCLOSURE OF PRINCIPALS:**

**Individual and/or Partnership:**

Owner 1) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Complete Telephone Number: \_\_\_\_\_

Owner 2) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Complete Telephone Number: \_\_\_\_\_

Other 1) Title: \_\_\_\_\_  
Name: \_\_\_\_\_

Other 2) Title: \_\_\_\_\_  
Name: \_\_\_\_\_

**Corporation:**

State in which Company is incorporated: Delaware  
Date Incorporated: July 02, 2012  
Name of Corporation: Eurofins Eaton Analytical, LLC  
Address: 750 Royal Oaks Drive, Suite 100  
City, State, Zip Code: Monrovia, CA 91016  
Complete Telephone Number: 626-386-1100

President's Name: Doug Dayton

Vice-President's Name: NA

Other 1) Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Other 2) Name: \_\_\_\_\_  
Title: \_\_\_\_\_



CARSON CITY PURCHASING AND CONTRACTS  
BID RESPONSE

  
9/22/2022


ACKNOWLEDGMENT AND EXECUTION:

STATE OF California )  
 ) SS  
COUNTY OF Los Angeles )

I, Eduardo Rodriguez (Name of party signing this **BID RESPONSE**), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this **REQUEST FOR PROPOSAL** which includes the following documents: **REQUEST FOR PROPOSAL** and **BID RESPONSE**.

BIDDER:

**PRINTED NAME OF BIDDER:** Eduardo Rodriguez  
**TITLE:** Lab Director  
**FIRM:** Eurofins Eaton Analytical, LLC  
**Address:** 750 Royal Oaks Drive, Suite 100  
**City:** Monrovia  
**State / Zip Code:** CA, 91016  
**Telephone Number:** 626-386-1100  
**Fax Number:** 866-988-3757  
**E-mail address:** Eduardo.Rodriguez@ET.EurofinsUS.com

  
\_\_\_\_\_  
(Signature of Bidder)  
**DATED** 9/22/2022

**CARSON CITY PURCHASING AND CONTRACTS  
BID RESPONSE**

  
9/22/2022

**EXCEPTION SUMMARY INSTRUCTIONS:**

Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR PROPOSAL**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

If additional space is required, use company letterhead and mark as **"Additional Exceptions"**.

If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write **"None"**.

Please see attached proposed exceptions.

**Contract exceptions not accepted by the City.**



## Environment Testing

~~Eurofins Eaton Analytical, LLC (Eurofins) Contracts Department has reviewed the Carson City Request for Proposal (23300167) for Water Quality Testing Services has the following comments and proposed changes:~~

### Sample Contract

#### **5. COMPENSATION**

~~5.4 Eurofins typically issues invoices concurrently with the issuance of our analytical reports. Additionally, Eurofins must have a date certain by which time payment is due. The following modification is requested:~~

~~*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 later date from the date of the CONSULTANT's properly prepared invoice.*~~

#### **7. Contract Termination**

~~7.1.2 Eurofins expects to be compensated for all work properly prepared through the date of any such termination. It is therefore proposed that Section 7.1.2 be modified as follows:~~

~~*CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall CONSULTANT be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination plus reasonable costs and CONSULTANT shall complete any work in progress on the date of such termination and shall be paid in full for all such work even if completed after the date of such termination.*~~

~~7.4.1 Eurofins requests the second sentence be modified as follows:~~

~~*Termination upon a declared default or breach may be exercised only after providing 7 (seven) 10 (ten) calendar days written notice of default or breach, and*~~

~~the subsequent failure of the defaulting or breaching party, within five (5) 10(ten) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected.~~

~~7.6.1 Eurofins requests that this section be modified as follows:~~

~~Unless otherwise specified in this Contract, termination shall not be effective until seven (7) ten (10) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7 10 day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7 10 day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).~~

### **9. Limited Liability**

~~Eurofins cannot accept the potential for unlimited damages in any project as we cannot incorporate the risk of such unforeseen damages to our prices. It is therefore requested that last sentence be stricken and replaced with the following language:~~

~~Notwithstanding anything to the contrary stated elsewhere in this Contract, CONSULTANT's maximum liability under this Contract or any other attachments hereto whether based in contract, tort, warranty, negligence or otherwise shall not exceed amounts recoverable under the scope and limits of the insurance required under this Contract, up to a maximum of \$2,000,000. Where there is negligence of the City, the CONSULTANT's duty of indemnification and defense shall be in proportion to its allocable share of such joint negligence or misconduct. In no event shall the CONSULTANT be liable to the City for any special, indirect, or consequential damages occasioned by the services performed or by application or use of the reports prepared under this Contract.~~

### **19. CITY OWNERSHIP OF PROPRIETARY INFORMATION**

~~Eurofins will not agree that its intellectual property, other than data generated in the course of its services will belong to our clients. The following language is therefore proposed:~~

~~Notwithstanding the foregoing, ownership of any analytical QA/QC protocols, know-how, software programs or equipment developed by CONSULTANT for performance of work will be retained by CONSULTANT and CITY shall not disclose such information to any third party without CONSULTANT's prior written consent.~~

**21. CONFIDENTIALITY**

~~Eurofins holds all client data as confidential to the client, however, in the event that data or other information is the subject of a subpoena or other legal process, Eurofins must be able to comply with legal requirements. The following language is therefore proposed as a new paragraph:~~

~~CONSULTANT shall not be prevented, however, from using or disclosing information; (i) which is or becomes published or otherwise publicly available through no breach of this Agreement, (ii) which is already known to CONSULTANT at the time of disclosure by CITY as evidenced in writing, (iii) which CONSULTANT later lawfully learns from some source other than directly or indirectly from CITY, or (iv) which is required by legal process, provided that CONSULTANT shall provide notice of such request to CITY prior to any disclosure.~~

2023-2025 Water Quality Testing lists

These are the minimum required, may be more depending on detections and system conditions.

Year 2023				
Test	Method	Number of sets	Unit Cost	Total Price
Arsenic	EPA / NDEP BSDW approved drinking water testing method	17	\$15.00	\$255.00
IOC Cyanide	EPA / NDEP BSDW approved drinking water testing method	2	\$35.00	\$70.00
IOC Phase 2 & 5	EPA / NDEP BSDW approved drinking water testing method	2	\$120.00	\$240.00
Radionuclides	EPA / NDEP BSDW approved drinking water testing method	15	\$55.00	\$825.00
Rads Uranium	EPA / NDEP BSDW approved drinking water testing method	2	\$25.00	\$50.00
Secondary IOCs	EPA / NDEP BSDW approved drinking water testing method	17	\$220.00	\$3 740.00
Fluoride	EPA / NDEP BSDW approved drinking water testing method	18	\$15.00	\$270.00
SOCs Jan to Jun	EPA / NDEP BSDW approved drinking water testing method	2	\$940.00	\$1 880.00
SOCs Jul to Dec	EPA / NDEP BSDW approved drinking water testing method	2	\$940.00	\$1 880.00
Sodium	EPA / NDEP BSDW approved drinking water testing method	17	\$15.00	\$255.00
VOCs	EPA / NDEP BSDW approved drinking water testing method	4	\$65.00	\$260.00
DBPR2 (TTHMs, HAA5s) , in Jan, Apr, Jul, Oct	EPA / NDEP BSDW approved drinking water testing method	9	\$125.00	\$1 125.00
Arsenic, monthly	EPA / NDEP BSDW approved drinking water testing method	12	\$15.00	\$180.00
Radionuclides, Monthly	EPA / NDEP BSDW approved drinking water testing method	11	\$260.00	\$2 860.00
Cryptosporidium, monthly <i>(incl shipping)</i>	EPA / NDEP BSDW approved drinking water testing method	4	\$470.00	\$1 880.00
TOC, Monthly	EPA / NDEP BSDW approved drinking water testing method	4	\$25.00	\$100.00
Lead and Copper, July - Sept	EPA / NDEP BSDW approved drinking water testing method	30	\$20.00	\$600.00
total dissolved solids	EPA 160.1 / SM 2540C	22	\$12.00	\$264.00
chloride	EPA 300.0	22	\$13.50	\$297.00
alkalinity (CaCO3)	EPA 300.0 / SM 2320B	22	\$20.00	\$440.00
aluminum	EPA 300.0 / EPA 200.8	22	\$6.00	\$132.00
antimony	EPA 300.0 / EPA 200.8	22	\$6.00	\$132.00
arsenic	EPA 300.0 / EPA 200.8	22	\$6.00	\$132.00
barium	EPA 200.8	22	\$6.00	\$132.00
beryllium	EPA 200.8	22	\$6.00	\$132.00
bicarbonate <i>(incl in Alkalinity)</i>	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
boron	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
bromide	EPA 200.8 / EPA 300.0	22	\$30.00	\$660.00
cadmium	EPA 200.8	22	\$6.00	\$132.00
calcium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
carbonate <i>(incl in Alkalinity)</i>	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
chromium	EPA 200.8	22	\$6.00	\$132.00

color	EPA 200.7 / SM 2120B	22	\$10.00	\$220.00
copper	EPA 200.7 / EPA 200.8	22	\$6.00	\$132.00
fluoride	EPA 200.8 / SM 4500F-C	22	\$15.00	\$330.00
hardness	EPA 245.1 / SM 2340B	22	\$5.00	\$110.00
iron	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
lead	EPA 200.8	22	\$6.00	\$132.00
magnesium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
manganese	EPA 200.8	22	\$6.00	\$132.00
mercury	SM 2320 B / EPA 200.8 / EPA 245.1	22	\$22.00	\$484.00
nickel	SM 2320 B / EPA 200.8	22	\$6.00	\$132.00
nitrate (as nitrogen)	EPA 200.8 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
nitrite (as nitrogen)	EPA 200.7 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
potassium	SM 2320 B /EPA 200.7	22	\$6.00	\$132.00
silver	DW method / EPA 200.8	22	\$6.00	\$132.00
sodium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
sulfate	DW method / EPA 300.0	22	\$13.50	\$297.00
thallium	EPA 200.8	22	\$6.00	\$132.00
total suspended solids	EPA 200.7 / SM 2540D	22	\$12.00	\$264.00
zinc	EPA 160.2 / EPA 200.8	22	\$6.00	\$132.00
TTHMs	DW method / EPA 524.2 / EPA 551.1	22	\$60.00	\$1 320.00
HAA5s	DW method / SM 6251B / EPA 552.2	22	\$65.00	\$1 430.00
			<b>Total Price for 2023</b>	<b>\$25 886.00</b>

**Year 2024**

Test	Method	Number of sets	Unit Cost	Total Price
Arsenic	EPA / NDEP BSDW approved drinking water testing method	6	\$15.00	\$90.00
IOC Cyanide	EPA / NDEP BSDW approved drinking water testing method	4	\$35.00	\$140.00
IOC Phase 2 & 5	EPA / NDEP BSDW approved drinking water testing method	1	\$120.00	\$120.00
Radionuclides	EPA / NDEP BSDW approved drinking water testing method	1	\$55.00	\$55.00
Rads Uranium	EPA / NDEP BSDW approved drinking water testing method	0	\$25.00	\$0.00
Secondary IOCs	EPA / NDEP BSDW approved drinking water testing method	8	\$220.00	\$1 760.00
Fluoride	EPA / NDEP BSDW approved drinking water testing method	9	\$15.00	\$135.00
SOCs Jan to Jun	EPA / NDEP BSDW approved drinking water testing method	16	\$940.00	\$15 040.00
SOCs Jul to Dec	EPA / NDEP BSDW approved drinking water testing method	16	\$940.00	\$15 040.00
Sodium	EPA / NDEP BSDW approved drinking water testing method	6	\$15.00	\$90.00
VOCs	EPA / NDEP BSDW approved drinking water testing method	23	\$65.00	\$1 495.00
DBPR2 (TTHMs, HAA5s) , in Jan, Apr, Jul, Oct	EPA / NDEP BSDW approved drinking water testing method	9	\$130.00	\$1 170.00
Arsenic, monthly	EPA / NDEP BSDW approved drinking water testing method	12	\$15.00	\$180.00

Radionuclides, Monthly	EPA / NDEP BSDW approved drinking water testing method	11	\$260.00	\$2 860.00
Cryptosporidium, monthly <i>(incl shipping)</i>	EPA / NDEP BSDW approved drinking water testing method	4	\$470.00	\$1 880.00
TOC, Monthly	EPA / NDEP BSDW approved drinking water testing method	4	\$25.00	\$100.00
total dissolved solids	EPA 160.1 / SM 2540C	22	\$12.00	\$264.00
chloride	EPA 300.0	22	\$13.50	\$297.00
alkalinity (CaCO3)	EPA 300.0 / SM 2320B	22	\$20.00	\$440.00
aluminum	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
antimony	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
arsenic	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
barium	EPA 200.8	22	\$7.00	\$154.00
beryllium	EPA 200.8	22	\$7.00	\$154.00
bicarbonate <i>(incl in Alkalinity)</i>	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
boron	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
bromide	EPA 200.8 / EPA 300.0	22	\$30.00	\$660.00
cadmium	EPA 200.8	22	\$7.00	\$154.00
calcium	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
carbonate <i>(incl in Alkalinity)</i>	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
chromium	EPA 200.8	22	\$7.00	\$154.00
color	EPA 200.7 / SM 2120B	22	\$10.00	\$220.00
copper	EPA 200.7 / EPA 200.8	22	\$7.00	\$154.00
fluoride	EPA 200.8 / SM 4500F-C	22	\$15.00	\$330.00
hardness	EPA 245.1 / SM 2340B	22	\$5.00	\$110.00
iron	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
lead	EPA 200.8	22	\$7.00	\$154.00
magnesium	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
manganese	EPA 200.8	22	\$7.00	\$154.00
mercury	SM 2320 B / EPA 200.8 / EPA 245.1	22	\$22.00	\$484.00
nickel	SM 2320 B / EPA 200.8	22	\$7.00	\$154.00
nitrate (as nitrogen)	EPA 200.8 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
nitrite (as nitrogen)	EPA 200.7 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
potassium	SM 2320 B / EPA 200.7	22	\$7.00	\$154.00
silver	DW method / EPA 200.8	22	\$7.00	\$154.00
sodium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
sulfate	DW method / EPA 300.0	22	\$13.50	\$297.00
thallium	EPA 200.8	22	\$7.00	\$154.00
total suspended solids	EPA 200.7 / SM 2540D	22	\$12.00	\$264.00
zinc	EPA 160.2 / EPA 200.8	22	\$7.00	\$154.00
TTHMs	DW method / EPA 524.2 / EPA 551.1	22	\$60.00	\$1 320.00
HAA5s	DW method / SM 6251B / EPA 552.2	22	\$70.00	\$1 540.00



<b>Total Price for 2024</b>	<b>\$50 099.00</b>
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<u>Year 2025</u>				
Test	Method	Number of sets	Unit Cost	Total Price
Arsenic	EPA / NDEP BSDW approved drinking water testing method	6	\$15.00	\$90.00
IOC Cyanide	EPA / NDEP BSDW approved drinking water testing method	1	\$35.00	\$35.00
IOC Phase 2 & 5	EPA / NDEP BSDW approved drinking water testing method	2	\$120.00	\$240.00
Radionuclides	EPA / NDEP BSDW approved drinking water testing method	1	\$55.00	\$55.00
Rads Uranium	EPA / NDEP BSDW approved drinking water testing method	1	\$25.00	\$25.00
Secondary IOCs	EPA / NDEP BSDW approved drinking water testing method	4	\$220.00	\$880.00
Fluoride	EPA / NDEP BSDW approved drinking water testing method	4	\$15.00	\$60.00
SOCs Jan to Jun	EPA / NDEP BSDW approved drinking water testing method	1	\$940.00	\$940.00
SOCs Jul to Dec	EPA / NDEP BSDW approved drinking water testing method	1	\$940.00	\$940.00
Sodium	EPA / NDEP BSDW approved drinking water testing method	4	\$15.00	\$60.00
VOCs	EPA / NDEP BSDW approved drinking water testing method	4	\$65.00	\$260.00
SOC - Phthalate july thru sept <i>(incl in SOCs)</i>	EPA / NDEP BSDW approved drinking water testing method	1	\$0.00	\$0.00
DBPR2 (TTHMs, HAA5s) , in Jan, Apr, Jul, Oct	EPA / NDEP BSDW approved drinking water testing method	9	\$140.00	\$1 260.00
Arsenic, monthly	EPA / NDEP BSDW approved drinking water testing method	12	\$15.00	\$180.00
Radionuclides, Monthly	EPA / NDEP BSDW approved drinking water testing method	11	\$260.00	\$2 860.00
Cryptosporidium, monthly <i>(incl shipping)</i>	EPA / NDEP BSDW approved drinking water testing method	4	\$470.00	\$1 880.00
TOC, Monthly	EPA / NDEP BSDW approved drinking water testing method	4	\$25.00	\$100.00
Asbestos	EPA / NDEP BSDW approved drinking water testing method	4	\$150.00	\$600.00
total dissolved solids	EPA 160.1 / SM 2540C	22	\$12.00	\$264.00
chloride	EPA 300.0	22	\$13.50	\$297.00
alkalinity (CaCO3)	EPA 300.0 / SM 2320B	22	\$20.00	\$440.00
aluminum	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
antimony	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
arsenic	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
barium	EPA 200.8	22	\$7.00	\$154.00
beryllium	EPA 200.8	22	\$7.00	\$154.00
bicarbonate <i>(incl in Alkalinity)</i>	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
boron	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
bromide	EPA 200.8 / EPA 300.0	22	\$30.00	\$660.00
cadmium	EPA 200.8	22	\$7.00	\$154.00
calcium	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
carbonate <i>(incl in Alkalinity)</i>	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00

chromium	EPA 200.8	22	\$7.00	\$154.00
color	EPA 200.7 / SM 2120B	22	\$10.00	\$220.00
copper	EPA 200.7 / EPA 200.8	22	\$7.00	\$154.00
fluoride	EPA 200.8 / SM 4500F-C	22	\$15.00	\$330.00
hardness	EPA 245.1 / SM 2340B	22	\$5.00	\$110.00
iron	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
lead	EPA 200.8	22	\$7.00	\$154.00
magnesium	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
manganese	EPA 200.8	22	\$7.00	\$154.00
mercury	SM 2320 B / EPA 200.8 / EPA 245.1	22	\$22.00	\$484.00
nickel	SM 2320 B / EPA 200.8	22	\$7.00	\$154.00
nitrate (as nitrogen)	EPA 200.8 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
nitrite (as nitrogen)	EPA 200.7 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
potassium	SM 2320 B /EPA 200.7	22	\$7.00	\$154.00
silver	DW method / EPA 200.8	22	\$7.00	\$154.00
sodium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
sulfate	DW method / EPA 300.0	22	\$13.50	\$297.00
thallium	EPA 200.8	22	\$7.00	\$154.00
total suspended solids	EPA 200.7 / SM 2540D	22	\$12.00	\$264.00
zinc	EPA 160.2 / EPA 200.8	22	\$7.00	\$154.00
TTHMs	DW method / EPA 524.2 / EPA 551.1	22	\$60.00	\$1 320.00
HAA5s	DW method / SM 6251B / EPA 552.2	22	\$80.00	\$1 760.00
			<b>Total Price for 2025</b>	<b>\$20 629.00</b>