CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
PRICING AGREEMENT
ANNUAL REQUIREMENTS FOR
CATHODIC PROTECTION SYSTEM SERVICE

DATE: November 18, 2005

CONTRACT PERIOD: Jan.2,2006 thru Dec.31,2006

CONTRACTOR: Johnsen Corrosion Engineering, Inc.
P.O. Box 29384
Lincoln, NE 68529-0384

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Malcolm L. Johnsen
Telephone No.: 480/201-3687
FAX No.: 480/279-0109
E-Mail Address: Klymbhi@cox.net

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Special inspection and maintenance services for the Lincoln Water syst
cathodic protection equipment located at various locations in Lincoln
Ashland for the sum of $6,875.00/Year.

PER RENEWAL ON NOV. 3, 2004 OF
PRICE AGREEMENT DATED NOV.8, 1999

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO # 74778
Date: 11/18/05

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CITY OF LINCOLN
NEBRASKA

Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513

MAYOR COLEEN J. SENG

lincoln.ne.gov

LINCOLN
The Community of Opportunity

October 25, 200

Johnsen Corrosion Engineering, Inc.
PO Box 29384
Lincoln, NE 68529-0384

ATTENTION: Malcolm L. Johnsen

RE: ANNUAL REQUIREMENTS FOR CATHODIC PROTECTION SYSTEM SERVICE

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desires to **renew the contract** for one (1) additional term beginning January 2, 2006 thru December 31, 2006.

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. Please return the original letter and a current insurance certificate back to our office by **November 3, 2005** for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renewal has been signed and an Executive Order issued, you shall receive an Award Notification and your copy of the contract by mail.

Your Certificate of Insurance must be current, must be registered in your company name as stated on the contract and must read **City of Lincoln/Lancaster County as Additional Insured** in the Description of Operations / Locations / Vehicles / Exclusions Added by Endorsements / Special Provisions section of the Accord section.

If your company should choose ***not*** to renew this contract in it's original form, please state *on your letterhead* the **reasons** and return to the City of Lincoln/Lancaster County. Attn: Tom Kopplin

Vince M. Mejer
Purchasing Agent

Johnsen Corrosion Engineering, Inc.
Company Name
P.O. Box 29384 Lincoln, NE 68529
Company Address
(480) 201-3687
Phone No.
(480) 279-0109
FAX No.
KLYMBHI@cox.net
E-Mail Address
Malcolm L. Johnsen
By(print)
President
Title
10/29/05
Date
Signature

Official City Use Only

Dated this 16 day
of Nov. 2005

Coleen J Seng, Mayor

sh

E.O. 58732

CONTRACT BETWEEN THE CITY OF LINCOLN AND JOHNSEN CONTRACTING OF GREENWOOD, NEBRASKA FOR INSPECTION AND MAINTENANCE OF CATHODIC PROTECTION EQUIPMENT FOR THE LINCOLN WATER SYSTEM

This contract is entered into on this 8 day of November, 1999, by and between JOHNSEN CONTRACTING OF GREENWOOD, Route 1, Box 54, Greenwood, Nebraska 68366, hereinafter called "Contractor," and THE CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called "City."

WHEREAS, the City proposes to engage the Contractor in accordance with the terms and conditions set forth herein to render certain special inspection and maintenance services for the Lincoln Water System on cathodic protection equipment located at various locations in Lincoln and Ashland; and

WHEREAS, Contractor possesses specialized skill, competency, and experience to perform such inspection and maintenance services.

NOW, THEREFORE, the Contractor and City do mutually agree as follows:

1. **Scope of Services.** Contractor agrees to provide the services as set forth in Attachment "A" upon the equipment listed in Attachment "A," which is made a part hereof by reference as if fully set forth herein.

2. **Term of Contract.** The term of this Contract shall be for a period of one year, commencing on January 1, 2000, with the option to renew on an annual basis thereafter, beginning January 1, 2001.

3. **Compensation.** The City agrees to pay the Contractor as compensation for services set forth herein, the sum of Six Thousand Eight Hundred Seventy-Five and 00/100 Dollars ($6,875.00) per year. Such payment shall be made in semi-annual installments to coincide with time of work.

4. **Equal Employment Opportunity.** Contractor shall comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code relating to fair employment practices.

5. **Assignability.** The Contractor shall not assign any interest in the Contract, and shall not transfer any interest of same (whether by assignment or motivation), without prior written consent of the City thereto and shall not delegate any of the duties hereunder to any other person, firm, or corporation; provided, however, the claims for money due or to become due to Contractor from City under this Contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

6. **Notice.** Any notice or notices required or permitted to be given pursuant to this Contract shall either be personally served upon the other party by the party giving such notice or be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

City	*Contractor*
John Miriovsky Lincoln Water System City of Lincoln 2021 North 27 Street Lincoln, NE 68503	Johnsen Contracting Route 1, Box 54 Greenwood, NE 68366

7. **Independent Contractor.** It is agreed that the City is interested only in the results obtained and that the Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Contract. The Contractor is, for all purposes arising out of this Contract, an independent contractor, and shall not be deemed an employee of the City. It is expressly understood and agreed that the Contractor shall in no event be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

8. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska, from and against all losses, claims, damages, and expenses, including attorney's fees arising out of or resulting from the performance of the Contract that results in bodily injury, sickness, disease, death; or to injury to or destruction of tangible property, which is caused in whole or in part by the Contractor or anyone directly or indirectly employed by Contractor. This does not require the Contractor to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City.

9. **Termination.** Upon breach of this Contract, either party shall have the right to terminate this Contract by giving thirty (30) days written notice to the other party setting forth the specific breach and providing that if, within said 30-day period the breach is not cured or remedied, then the Contract shall terminate on the date specified.

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the day and year first above written.

JOHNSEN CONTRACTING
Contractor

Date

Signature of Authorized Signatory

Witness

President
Title

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Don Wesely, Mayor

MJG00624.JGM

SPECIFICATIONS
FOR
CATHODIC PROTECTION SYSTEMS
MAINTENANCE AND REPAIR SERVICE AGREEMENT

Term of Agreement: One (1) year, beginning January 1, 2000, with the option to renew on an annual basis thereafter, beginning January 1, 2001.

Systems to be Serviced: Systems listed below shall be serviced in accordance with the requirements outlined below and are owned by the City of Lincoln, Nebraska:

GROUP A - SUSPENDED ANODE SYSTEMS

Location	*Structure*	*Annual Cost*
56th Street & Pine Lake Road Lincoln, Nebraska	4,000,000 gal. reservoir	$1,525.00/yr.
Pioneer Park Lincoln, Nebraska	4,000,000 gal. reservoir	$1,525.00/yr.
Ashland Station Wash Water Tank Ashland, Nebraska	300,000 gal. elevated	$ 710.00/yr.

GROUP B - PERMANODE SYSTEMS

Location	***Structure***	***Annual Cost***
Air Park Lincoln, Nebraska	3,000,000 gal. reservoir	$ 915.00/yr.
83rd & South Streets Lincoln, Nebraska	5,000,000 gal. reservoir	$ 775.00/yr.
84th Street & Pine Lake Road Lincoln, Nebraska	4,000,000 gal. reservoir	$ 775.00/yr.
Ashland Station Wash Water Tank Ashland, Nebraska	400,000 gal. reservoir	$ 650.00/yr.

Total Lump Sum Annual Cost $6,875.00/yr.

Scope of Service: For seven (7) reservoirs.

The contractor will provide all labor and materials necessary to maintain the Cathodic Protection Systems in optimum working condition for the term of this agreement. This will include responding to emergency calls within ten business days at any time of year. Twice a year, once in the winter

(February) and once in the summer (August), a complete inspection, including an independent potential profile, and calibration of the system will be performed. Once each month, the contractor will conduct a check of rectifier operation. Updating of worn or damaged parts will be completed as needed.

All service calls must be recorded on semi-annual reports submitted to the City in June and December.

This report must contain pertinent statistics about the system and structure, the condition of the Cathodic Protection System and tank interior (within limits of visibility), and itemization of work performed, and the record of an independent potential profile. The record shall, in diagram form, identify the location where the profile was taken and include at least ten reading carried to three decimal places. Two of these readings should be from the tank floor. The contractor shall, in successive service periods, take the profile in various locations. This profile shall be done with a copper/copper sulphate reference electrode placed adjacent to the steel in areas of both low and high potential.

On systems where the anodes are suspended, each inspection will include an examination of each anode and its supports and connections. Also, the mainline wire or wires, conduit and supports, under-roof wiring and the rectifier with all its components will be examined and serviced. Reference electrodes shall be examined and charged or replaced as needed.

On permanode systems, the examination of the anode, reference electrodes, and associated supports and floats is excluded. The tank must be drained for this service.

In the event that a tank is drained and the contractor given ten days notice, the contractor shall appear and perform an inspection of the interior of the tank. The examination will include all submerged cathodic protection system components and the coating. The inspector shall have a minimum qualification of "Basic Coating Inspector" provided by the National Association of Corrosion Engineers. The contractor will submit a report of the inspection containing an evaluation of the coating and comments and recommendations concerning the corrosion control of the structure. Photographs of the interior will be included.

In the event that a tank is repainted, and the contractor is kept informed of the schedule, the contractor will remove the anodes and reference calls to accommodate the recoating operation. After the tank is back in service, the contractor will reinstall the anodes and reference cells. The cathodic protection system will then be energized and calibrated.

The contractor may perform additional inspections and service work at any time. Also, the contractor will not be responsible for the AC power supply, damage done by vandalism or natural storm, and underground conduit runs. All items contained within the "Scope of Service" are included in the lump sum cost. There will be no additional cost to the City for the term of the agreement.

The only qualification is for anode material. If an anode is damaged, it will be replaced by contractor at no extra cost to the owner. When they are consumed, however, due to the performance of their function, the cost will be negotiated. It is likely that all anodes will require replacement at the same time.

Insurance. Prior to the effective date of the service agreement, the contractor shall furnish to the City of Lincoln, Nebraska evidence of insurance in the amounts as indicated on the attached insurance information sheet.

Attachment