

**City of Carson City
Agenda Report**

Date Submitted: January 2, 2015

Agenda Date Requested: January 15, 2015
Time Requested: 5 Minutes

To: Mayor and Supervisors

From: Kim Belt, Purchasing and Contracts
Stacey Giomi, Fire Chief

Subject Title: For possible action: To approve Contract No. 1415-121, pursuant to NRS 332.115(1)(b), with R.O. Anderson Engineering, Inc., to provide professional services for the Carson City Hazard Mitigation Plan Update, in an amount not to exceed \$99,000.00, to be funded 75% from a Department of Public Safety, Division of Emergency Management Grant, and 25% from the Carson City General Fund Contingency Account. (Kim Belt and Stacey Giomi)

Staff Summary: This contract is to provide various professional services to update the Carson City Hazard Mitigation Plan, including but not limited to, Data Collection, Hazard Identification, Public Involvement, Review and Analysis of Risk and Vulnerability Assessment, Review and Analysis of Capabilities & Mitigation Strategies, Update Implementation and Monitoring Process and Final Plan Assembly.

Type of Action Requested: (check one)

- Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1415-121, pursuant to NRS 332.115(1)(b), with R.O. Anderson Engineering, Inc., to provide professional services for the Carson City Hazard Mitigation Plan Update, in an amount not to exceed \$99,000.00, to be funded 75% from a Department of Public Safety, Division of Emergency Management Grant, and 25% from the Carson City General Fund Contingency Account.

Explanation for Recommended Board Action: Pursuant to NRS 332.115(1)(b): (1) Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services and therefore not suitable for public bidding.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115(1)(b).

Fiscal Impact: \$99,000.00

Explanation of Impact: \$24,750 Matching Funds will be needed from Contingency Funding.

Funding Source: 75% of costs (\$74,250) will be paid from a Department of Public Safety, Division of Emergency Management Grant; the 25% match (\$24,750) will be paid from Contingency Funding in the General Fund.

Alternatives: Not award contract and/or provide other direction.

Supporting Material:

1. Contract No. 1415-121
2. R.O. Anderson, scope of services (Exhibit A).

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:

Raul Schein Date: 1/6/15
(Fire Chief)

Nicholas Marano Date: 1/6/15
(City Manager)

Joseph L. Wansler Date: 1/6/15
(District Attorney)

Nancy Paulina Date: 1/6/15
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 1415-121
Title: Carson City Hazard Mitigation Plan Update

THIS CONTRACT made and entered into this 15th day of January, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and R.O. Anderson Engineering, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes 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 is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve) (does not involve) a "public work" construction project, which pursuant to NRS 338.010(17) 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) 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. 1415-121 (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.

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 _____
NVCL expires _____
GL expires _____
AL 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, he shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

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

2.7.1.1 The drawings, 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.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for 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.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized

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officer or employee of **CONSULTANT** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project **SERVICES**. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

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(6) The actual per diem, wages and benefits paid to the worker;
and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any **WORK** done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to Nevada Revised Statute 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve

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component thereof or the National Guard; and are citizens of the State of Nevada. (2)
Second: To other citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of Nevada Revised Statute 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

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 This Contract shall be effective from February 2, 2015, subject to Carson City Board of Supervisors' approval (anticipated to be January 15, 2015) to June 30, 2016, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website (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.

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

Stephanie A. Hicks, Director of Grants and Hazard Mitigation Planning
R.O. Anderson Engineering, Inc.
P.O. Box 2229
Minden, Nevada 89423
(775) 782-2322
shicks@roadnerson.com

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

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
KBelt@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 Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Ninety Nine Thousand Dollars and 00/100 (\$99,000.00), 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 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

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

5.5 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.

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

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the

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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 he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages, due to breach of contract, or 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** 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 with 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 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 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 Nevada Revised Statutes 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.

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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 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.

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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):

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 latter 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 3, Carson City, NV 89701 as a certificate holder.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1415-121

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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 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 3, 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 3, 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 Underlyer 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 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Carson City Hazard Mitigation Plan

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 (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 Nevada Revised Statutes 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 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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 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.

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 Nevada Revised Statutes 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.

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:

19.1 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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.

19.2 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.

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

20. PUBLIC RECORDS:

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.

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.

22. FEDERAL FUNDING:

22.1 *In the event federal 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 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.

22.1.3 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 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).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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22.1.4 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 Recovery and Reinvestment Act of 2009, 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 **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(17), 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1415-121

Title: Carson City Hazard Mitigation Plan

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. 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. 1415-121

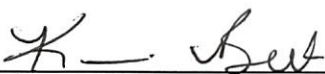
Title: Carson City Hazard Mitigation Plan

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

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


By: 
Kim Belt

Dated 1/6/15

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 1/6/15

CITY'S ORIGINATING DEPARTMENT

I certify that funds are available and that
CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts

Funding Source: 75% Grant 25% Contingency
Budget Allocation: \$99,000

BY: Stacey Giomi, Fire Chief
Carson City Fire Department
777 S. Stewart Street
Carson City, NV 89701
Telephone: 775-887-2210 Ext. 7005
Fax: 775-887-2209
SGiomi@carson.org

By: 
Stacey Giomi, Fire Chief

Dated Jan. 6, 2015

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 1415-121
Title: Carson City Hazard Mitigation Plan Update

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: Stephanie A. Hicks, AICP, CFM
TITLE: Director of Grants and Hazard Mitigation Planning
FIRM: R.O. Anderson Engineering, Inc.
CARSON CITY BUSINESS LICENSE #: 15-00016343
NEVADA CONSULTANT'S LICENSE #: 7677
Physical Address: 1603 Esmeralda Ave
Mailing Address: P.O. Box 2229
City: Minden **State:** NV **Zip Code:** 89423
Telephone: 775-782-2322 /**FAX No.** 775-782-7084
E-mail Address: shicks@roanderson.com

(Signature of Consultant)

DATED _____

STATE OF _____)
County of _____)ss

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1415-121

Title: Carson City Hazard Mitigation Plan

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 15, 2015 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-121**. 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 15th day of January, 2015.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 15th day of January, 2015.



December 29, 2014

Stacey Giomi, Fire Chief & Emergency Manager
CARSON CITY FIRE DEPARTMENT
777 S. Stewart Street
Carson City, Nevada 89701

**Proposal for Professional Services
Carson City Hazard Mitigation Plan Update**

Dear Chief Giomi:

The purpose of this letter is to provide a scope of services and fee proposal for preparation of the update to the Carson City Hazard Mitigation Plan. Upon authorization to proceed, the R.O. Anderson team will immediately commence activities to organize and implement the project. Based on our understanding of the tasks required to complete project objectives, we prepared the following scope of services for your consideration.

SCOPE OF SERVICES

We have structured our approach into the following sub-tasks:

1.0 Project Initiation, Research and Data Gathering

The R.O. Anderson team will work under a single management approach with Stephanie Hicks, AICP, CFM, who will serve as the Project Manager and primary point of contact. She will also be responsible for the overall project management, coordination and delivery. The first phase in the development of the Carson City Hazard Mitigation Plan will be to organize the needed resources. This task has the following primary objectives:

1.1 Project Kick-Off Meeting (Scoping) – R.O. Anderson will conduct an initial project scoping meeting to confirm project goals, objectives, and any limitations. We will meet with staff from Carson City and DEM to review existing documentation that is available to the team to aide in the preparation of the project deliverables.

1.2 Formation of Local Hazard Mitigation Planning Team & Data Collection - A clear communication and management strategy will enable the project to stay on track, generate a high level of endorsement and meet the City's respective objectives and timeline. To do this, Carson City's Emergency Manager will appoint a Local Hazard Mitigation Planning Committee (Planning Committee).

The Planning Committee will include the Carson City's Emergency Manager, R.O. Anderson, representatives of the local fire departments and law enforcement (first responders), City planners, City Managers, and others charged with emergency response. Neighboring communities, local and regional agencies involved in hazard mitigation activities, state and federal agencies that have the authority to regulate development, University of Nevada, Reno, Chamber of Commerce, businesses,

Anderson

Chief Giomi
December 29, 2014
Page 2 of 7

academia and other private and non-profit interests will also be involved. The Planning Committee should include members, who can provide technical expertise and historical information needed in the development of the plan. This team will strategically meet to guide the development for the deliverable.

1.3 *Data Collection* –

- 1.3.1 R.O. Anderson will coordinate the City's Public Works and Planning Departments to collect and review new technical data, including demographics, master plan, building codes, and copies of land use and floodplain maps pertaining to identified hazards.
- 1.3.2 University of Nevada, Reno, Bureau of Mines and Geology will prepare a comprehensive earthquake analysis to be included in the plan.
- 1.3.3 As information is gathered, additions will be made to the developing plan.

1.4 *Hazard Identification and Profiling* - Working closely with the Planning Team, R.O. Anderson will:

- 1.4.1 Review and analyze hazards identified in the State of Nevada Hazard Mitigation Plan.
- 1.4.2 Review and analyze the hazards identified in the existing Carson City Hazard Mitigation Plan.
- 1.4.3 As information about recent disasters or events is gathered, additions will be made to the developing plan.

1.5 *Public Involvement* - We know from experience that public engagement processes that are built on principles of transparency and inclusiveness provide the critical foundation to build overall acceptance and the sustainability of any planning document. FEMA requires broad public participation in the planning process in order to solicit different points of view regarding the City's needs. In addition to the local hazard mitigation planning team meetings which are open to the public, R.O. Anderson will attempt to reach as many citizens in the City as possible through the use of multiple media.

1.5.1 *Press Release* – We will assist the City with the drafting of a press release regarding the preparation of the HMP.

1.5.2 *Mail Out* – We will assist the City with drafting a notification letter to neighboring communities and relevant agencies of the HMP preparation.

1.5.3 *City Website* - We will provide materials to the Carson City Emergency Manager to have uploaded to the City's website. All reports, meeting agendas and meeting summaries, meeting and work session schedules will be provide to the City in a format that meets with the City's website protocols. We will look for on-going opportunities to use this medium for outreach and education. If the City websites are unable to support these materials, we can host the information on the R.O. Anderson website. Through the R.O. Anderson website we are also

able to implement a web-based survey tool to collect new information from the public regarding areas of public concerns regarding hazards.

Deliverables: *This task will include facilitation and attendance at two Planning Committee Meetings. We will prepare and provide copies of meeting handouts including but not limited to a State hazards list, a Carson City hazards list, a hazard profiling worksheet, hazard prioritization criteria, sample press release and notification letter to neighboring communities, and preliminary list of existing plans and studies.*

2.0 Review and Analysis of Risk and Vulnerability Assessment

Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards by assessing the vulnerability of people, buildings, and infrastructure to natural hazards. Risk assessment provides the foundation for the rest of the mitigation planning process. The risk assessment process directs attention to areas most in need by evaluating which populations and facilities are most vulnerable to natural hazards and to what extent injuries and damages might occur.

2.1 Asset Inventory – R.O. Anderson will coordinate with appropriate agency personnel and Planning Committee member to review and acquire asset information from Carson City. Assets that may be affected by hazard events include population, residential and nonresidential buildings, and critical facilities and infrastructure. The assets and insured values throughout all of Carson City will be identified and inventoried.

We will work with the Carson City GIS Department to verify best available data for population density and building footprints. Population density will be developed and cataloged in the HMP GIS database and mapped in preparation for hazard assessment and mitigation.

Estimates of residential and nonresidential buildings and replacement values for those structures will be generated through the Carson City GIS Department by HAZUS, FEMA's hazard identification software program, and available U.S. census data. The data generated by HAZUS will be vetted with City personnel in order to determine whether the total number of nonresidential buildings generated using the HAZUS methodology is a fair representation of Carson City nonresidential building estimates.

For the purpose of the HMP, critical facilities will be defined as a facility in either the public or private sector that provides essential products and services to the general public, such as preserving the quality of life in Carson City and fulfilling important public safety, emergency response, and disaster recovery functions. R.O. Anderson will coordinate with Carson City GIS for preparation of hazard mapping to be included in the HMP.

2.2 Vulnerability Assessment - An exposure-level analysis will be conducted to assess the risks of the identified hazards. This assessment will be based on the potential effects of the hazards on assets at risk without consideration of probability or level of damage. Using GIS, the locations of critical facilities and infrastructure will be compared to locations where hazards are likely to occur. A spatial analysis will also be used to determine the amount of linear assets, such as highways and pipelines, within a hazard

area. For facilities that are not covered in HAZUS or very significantly from actual values (e.g., schools), the structures will be grouped together and assigned values in collaboration with Carson City representatives. For physical assets located within a hazard area, exposure will be calculated by assuming the worst-case scenario (that is, the asset would be completely destroyed and would have to be replaced). Finally, the aggregate exposure, in terms of replacement value or insurance coverage, for each category of structure or facility will be estimated. A similar spatial analysis will be used to evaluate the proportion of the population at risk. However, the analysis will represent the number of people at risk; no attempt at developing estimates of potential injuries or deaths will be prepared.

The proposed exposure analysis will consist of at the minimum the following hazards and associated methodologies:

- Drought
- Earthquake – HAZUS MH, through Nevada Bureau of Mines and Geology
- Epidemics
- Floods - 100-year storm inundation areas (FEMA mapped) at a minimum
- Hazardous Materials Event – 1-mile buffer for transport corridors & “Level of Concern” radius for fixed facilities
- Severe Weather
- Terrorism
- Utilities
- Wildland Fire – low/moderate/high/extreme
- Volcano

Results will be limited to the exposure of people, buildings, and critical facilities and infrastructure to the identified hazards.

Deliverables: This task will include facilitation and attendance at two Planning Committee Meetings. Working with the Carson City GIS Department, R.O. Anderson will prepare and provide copies of meeting handouts including tables for review of population and building exposure, inventory of critical facilities and infrastructure, and potential hazard vulnerability assessment, and draft hazard mapping. We will present preliminary sections of the developing plan for review to include, the Community Description, Planning & Process, and portions of the Risk Assessment - Hazard Profiles.

3.0 Review and Analysis of Capabilities & Mitigation Strategies

3.1 Mitigation Capabilities Assessment – R.O. Anderson and the Planning Committee will review current legal and regulatory capacities, administrative and technical capacities, and fiscal capacities to develop the hazard mitigation plan, which demonstrates whether existing provisions and requirements adequately address relevant hazards. The analysis will identify and evaluate human and technical, financial, and legal and regulatory resources available for hazard mitigation in Carson City. In addition, this

analysis will include review of current, ongoing, and completed mitigation projects and programs within the City.

3.2 Mitigation Goals and Objectives Analysis - FEMA requires local hazard mitigation plans to identify goals for reducing or avoiding long-term vulnerabilities to identified hazards. Utilizing input from stakeholders and the public, information from the risk assessment, and review of *The State of Nevada Standard Hazard Mitigation Plan*, R.O. Anderson and the Planning Committee will develop mitigation goals and objectives.

3.3 Mitigation Action Plan Analysis – R.O. Anderson will also lead the Planning Committee in the review and analysis of the mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. Based on the mitigation goals and objectives R.O. Anderson and the local hazard mitigation planning teams will identify and analyze potential actions, prioritize mitigation actions, and an action plan.

Deliverables: *This task will include facilitation and attendance at three Planning Committee Meetings (two of which are also listed above). R.O. Anderson will provide tables for review of the existing, as well as proposed, mitigation goals and actions. We will present preliminary sections of the developing plan for review, to include Risk Assessment - Hazard Profiles, Vulnerability Assessment, Capability Assessment, and Mitigation Strategy.*

4.0 Update Implementation and Monitoring Process

R.O. Anderson with the Planning Committee will review and evaluate the process for monitoring, evaluating and updating the plan.

4.1 R.O. Anderson will assist Carson City in the implementation and incorporation of updates to the plans' goals into relevant existing planning mechanisms.

4.2 R.O. Anderson with the Steering Committee will review public outreach methods for effectiveness and determine which methods will be used for continued public involvement.

Deliverables: *This task will include facilitation and attendance at two Planning Committee Meetings (two of which are also listed above). R.O. Anderson will present preliminary sections of the developing plan for review including an implementation schedule with procedures for ensuring the plan's implementation, updating and revision every 5 years.*

5.0 Assemble the Plan

R.O. Anderson will utilize the State of Nevada base format as an outline to assemble the plan. Working closely with City staff, the Planning Committee, and DEM, we will prepare the HMP in accordance with State and Federal requirements.

5.1 Documentation of Planning Process - R.O. Anderson will be responsible for documenting the hazard mitigation planning process, including public involvement and plan preparation.

5.2 *Plan Components* - The HMP will be drafted to include the following components:

- Official Record of Adoption
- Background
- Community Description
- Planning Process
- Risk Assessment
- Vulnerability Analysis
- Capability Assessment
- Mitigation Strategy
- Plan Maintenance
- References

5.3 *Work Products and Technical Review* – R.O. Anderson will be responsible for preparation of content, format and quality control/quality assurances.

5.3.1 R.O. Anderson will provide each member of the Planning Committee and City staff with a both a Word and pdf format of the draft plan for comments and review on a supplied review form.

5.3.2 R.O. Anderson will travel to and facilitate a public workshop in order to receive public input on the plan.

5.3.3 R.O. Anderson will revise the draft plan after comments are received from the public, the Planning Committee and DEM.

5.3.4 R.O. Anderson will provide the final draft plan to DEM for submittal to FEMA. R.O. Anderson will use FEMA crosswalks and other means to ensure the plan complies with all state and federal requirements.

5.4 *Final Draft Plan* - Subsequent to receipt of comments from FEMA, our team will further revise the plan, if necessary, to incorporate final comments in the draft plan prior to adoption by the Carson City Board of Supervisors.

5.5 *Plan Adoption* - Once approved, R.O. Anderson will distribute electronic copies of the final plan to all Planning Committee members as well as required local, state, and federal agencies. The scope of services will be complete once written approval of the final plan adopted from Nevada DEM and FEMA is received.

This scope of services does not include our presence at the Carson City Board of Supervisors' meetings to adopt the plan. However, should you desire the R.O. Anderson team be available for questions or to present the hazard mitigation plan to the Board, we can modify our scope to include this task.

Deliverables: R.O. Anderson will provide each member of the Planning Committee and City staff with a both a Word and pdf format of the draft plan for comments and review on a supplied review form. This task will also include facilitation of a public workshop. R.O. Anderson will distribute electronic copies of the final plan, one in Word (for the

Anderson

Chief Giomi
December 29, 2014
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City's future adjustment and amendment ease) and one in pdf, to all Planning Committee members as well as required local, state, and federal agencies.

SCHEDULE AND BUDGET

Based on the deadline for approval of the plan update, timing is critical. We assumed that the project could begin February 2, 2015, with an initial public meeting to take place in March 2015. A project schedule is presented in the attached Gantt chart, including markers to denote critical events or deliverables.

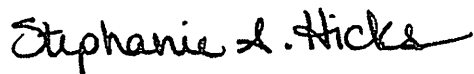
The proposed budget to accomplish project tasks is presented below. A lump sum total of \$99,000 is proposed, with billing to be monthly as a percentage of work completed.

Total Professional Services	\$99,000.00
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We would like to express our appreciation for the opportunity to serve you. Should you have any questions, please do not hesitate to contact me directly at (775) 215-5042 or shicks@roanderson.com.

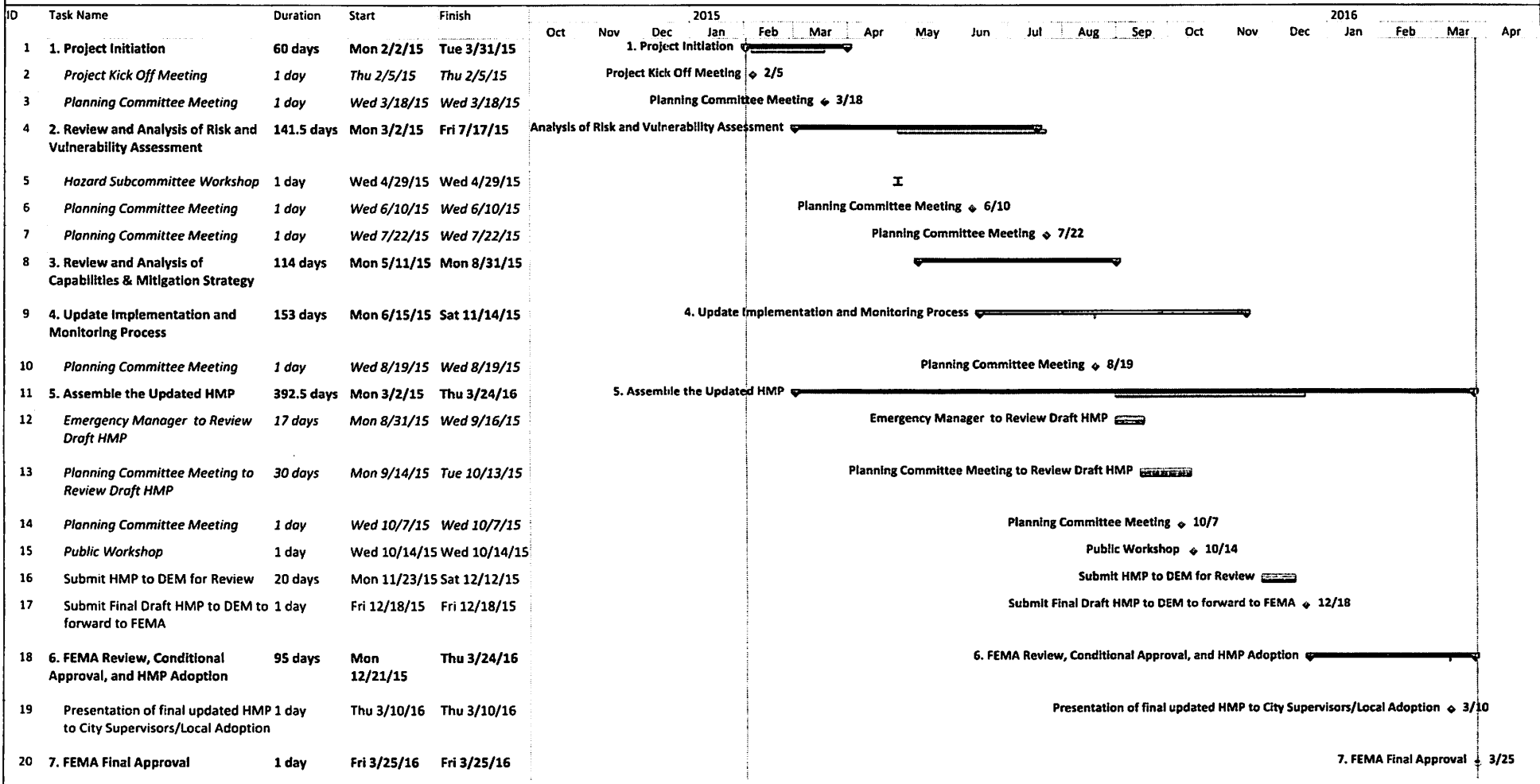
Very truly yours,

R.O. ANDERSON ENGINEERING, INC.



Stephanie A. Hicks, AICP, CFM
Director of Grants and Hazard Mitigation Planning

Carson City
Hazard Mitigation Plan Update



Project: HMP Update Project Schedule Date: Fri 12/19/14	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		C	
	Summary		Inactive Task		Duration-only		Finish-only		J	