



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: January 21, 2016

Staff Contact: Lee Plemel

Agenda Title: Presentation of report and public comment regarding the Charles Abbott Associates (CAA) building permit services contract and the Performance Measures established by the contract. (Lee Plemel lplemel@carson.org)

Staff Summary: A performance measure guide was established in the City's agreement between Carson City and CAA. The purpose of this item is to provide an assessment of how these performance measures were met during 2014-2015 and to offer an opportunity for public comment and Board of Supervisor feedback regarding the services CAA has provided to the City since September 2014.

Agenda Action: Other/Presentation

Time Requested: 10 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

In September 2014, the Charles Abbott Associates contract was approved and included performance measures. CAA currently provides to the City a full-time building official, a minimum of one building inspector, and one permit technician. CAA also has backup employees for each of these positions in the event that someone is absent for an extended period.

Attached are the contract and a self-assessment from CAA on how they are meeting the performance measures. Overall, the Community Development Department and City management have received positive comments regarding the building permit services provided by CAA. City staff and CAA representatives will be at the meeting to address any questions regarding building permit services.

Attachments:

1. CAA Performance Measures self-assessment
2. CAA contract

Applicable Statute, Code, Policy, Rule or Regulation

Carson City contract with Charles Abbott Associates.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Fees to CAA are paid through a percentage of building permit fees collected by the City as specified in the contract.

Alternatives

N/A

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

supplies shall be the responsibility of the City. All of the stamps, applications, forms, and other documents or supplies shall be the property of the City.

SECTION II:

Section 1(d) of Exhibit A of Contract #1415-050, AGREEMENT, is amended to include the Building Division Permit Technician functions as a permanent part of the contract, not just a back up support function, as follows (added text is underlined and deleted text is shown in ~~strikethrough~~):

(d) To provide the services required by this Agreement, Consultant shall provide the following personnel:

- (1) A Building Official, who will provide full-time building official/plan review services.
- (2) A Backup full-time Permit Technician, ~~who will be assigned to work in the absence of the City's Permit Technician.~~
- (3) A minimum of one Certified Building Inspector.

SECTION III:

Attachment I, Compensation Schedule, of Exhibit A of Contract #1415-050, is amended to include the Building Division Permit Technician functions as a permanent part of the contract, not just a back up support function, as revised on the following page (added text is underlined and deleted text is shown in ~~strikethrough~~):

ATTACHMENT I

COMPENSATION SCHEDULE

Consultant will provide all building plan check, a full-time Building Official/Plan Checker, and a minimum of one Certified Building Inspector and one Permit Technician at the monthly percentage of fees collected shown below. Note: Consultant agrees to provide additional plan review and/or inspection resources to assure that the City is never "short staffed" and should building revenues fall below historical averages, the City agrees to be flexible relative to the minimum number of Certified Building Inspectors.

Monthly Building Permit and Plan Review Fees Collected	Consultant % of Fees	
The first \$20,000	60%	<u>70%</u> ✓
Additional amounts between \$20,001 and \$40,000	55%	<u>65%</u> ✓
Additional amounts over \$40,000	50%	<u>60%</u>

~~Backup Permit Technician:~~

~~If a backup Permit Technician is needed to replace the City Permit Technician, Consultant will provide that person at the rate of \$45/hour (subject to cost of living increase(s) mutually agreed to by the City and Consultant).~~

Replacement Permit Technician:

If the remaining City Permit Technician leaves, CAA will provide a replacement Permit Technician at the rate of \$45/hour or at a percentage of fees collected at a rate agreeable to the City in an amendment to this contract



September 30th 2015

Shawn Keating CBO, Charles Abbott Associates (CAA)

RE: CHARLES ABBOTT ASSOCIATES INC. PERFORMANCE MEASURES 2014-2015

The main accomplishment over the year has been **Charles Abbott Associates (CAA)** contribution to **improve the customer's** satisfactions and perceptions, not only of the Building Division within Carson City, but the customer satisfaction within the Permit Center. The everyday citizen sees that they can get answers to permitting related topic. As Charles Abbott Associates have completed its first year of service to Carson City, this document is a self-assessment of how CAA has accomplished the objectives stated in attached Performance Measures of our agreement. The below is an outline of the first years results.

Building Plan Check and Permit Streamlining: Meeting Expectations.

1. **Initiate issuance of "over the counter" (i.e. same day) permits.** On a day-to-day basis, permits are issued for contractors and owners for emergency repairs and minor work that requires very little review oversight. The field inspections are very important and critical for proper evaluation of work in these cases. If these permits rely solely on a Building Division review, CAA will take the application and review these documents for code compliance. If found to meet the code, the permit is issued as an over the counter permit. If any additional department's approvals are required, some coordination with these other departments takes place to allow the work to continue. In some occurrences, a red line condition is placed upon the approved set of plans as items to be inspected when work progresses. These permits types are usually found minor in nature.
2. **First plan check for new construction: 15 working days for non-residential construction and 10 days for residential construction.** This is being accomplished in 9-11 working days. In the review process, CAA has allowed a number of missing items to be deferred submittals so initial work and administrative process can continue with an open permit. CAA has aggressively moved forward with conditions on approved plans provided all Life, Safety, and Health are completely accounted for within the design requirements. The administrative progress is accomplished pending supplemental information further down the project line.
3. **Plan check for additions, tenant improvements, re-checks within 7 working days.** This is being met. These types of plans are 6-7 days provided the construction documents comply with Carson City zoning, fire, and engineering requirements. Due to a large volume NOT meeting zoning criteria, a lot of these applications are held pending the owners application for an Administrative Variance, Special Use Permit (SUP), or redesign of the original size or location of the structure.
4. **Routine, simple projects (i.e. re-roof, patio covers, pools/spas, etc.)** Fast track permits as water heaters, re-roofs, HVAC work, gas lines, and minor work requiring very little reviews. These permits are taken via fax and email. The applications are

CHARLES ABBOTT ASSOCIATES, INC.

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evaluated at the counter initially by the permit technicians, and if found to be minor, the application and designs are reviewed immediately for code compliance.

Customer Service: Exceeding Expectations

1. **Telephone and email inquiries are responded to within one working day.** Emails and phone calls are responded to by the end of the day in which they are received. Often, the phone calls are returned within hours of a message being left. When an email is received, there's a return phone call placed if a phone number is provided. A call is then placed to the party, as some code questions need further questions and responses to be clarified about specific matters.
2. **Written information describing permitting/application procedures is up-to date at all times.** The Building handouts and check lists are updated. The handouts are the same posted on the web page, in the office, and given out via email upon request. CAA also has given out additional building aides to Owner Builders. These aides assist Owner Builder with the understanding of code related issues. During the year, a procedure manual was established covering how policies and procedures are executed to Carson City Municipal codes. All CAA staffs have copies. This document is often reviewed and changed with other departments involvement. The other departments' handouts and checklists have been added to the front counter and the web page. The most dramatic changes during the year were adding comprehensible permit handouts and documents from all sections with requirements to the Building Division sections.
3. **Initiate flyers encouraging customer feedback.** The flyers are located directly in front of the counter. To date, the CAA staff has not received any negative feedback. It appears that our customer base is appreciative of our efforts.
4. **Conduct Quality Control; Monitoring per CAA Quality Manual.** This has been incorporated into the Carson Procedures Manual.
5. **Building web page is updated (eg. weekly, bi monthly, monthly).** This is completed and updated as needed.

Building Inspections: Exceeding Expectations

1. **100% of inspections requested, made by 4:00 PM previous working day (with AM/PM commitment and 2 hour window).** As inspections are coordinated, our inspectors currently use a (1) one hour window for site arrival. This exceeds the (2) two hour stated standard. When a customer calls for a time, the customer will be given the name of the inspector and a hour window to expect the arrival to conduct the inspection. If the customer wants the cell phone number, our staff will provide it upon request. Going even further, the Building Inspectors can pick up courtesy inspections depending upon the already arranged routine for last minute items or overlooked inspections. The inspectors can also add on inspections in the field as this allows already completed work to be inspected and approved provided it does not delay the current schedule. Our staff believes these customer accommodations allow more effective and efficient means and provides the customer alternatives to waiting. Also, owners have to present for inspection for certain access issues, CAA Inspectors are allowed time for specific

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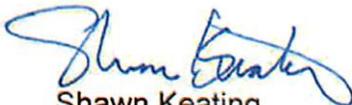


inspections on occasion, depending upon inspection demand. During the year, there has been (1) one occurrence was an inspection fee was imposed. This was only after multiple warnings about being prepared for the inspection when the inspector arrived the third time for the same inspection.

2. **Telephone access for changes.** The customers are able to contact the Building Inspector or Official directly through the office or by cell phone for matters related to inspections and codes. All contractors, upon request, receive the proper cell phone numbers for the Inspectors and the Building Official. This helps with general information leading to resolving conflicts between two or more parties related to the work issues. Using technology in the field, CAA has accepted photos and field reports in electronic versions as proof and validity for inspections. Our staff has used texts, emails, and pictures to better communicate among and with inspections in a more practical productive approach. This approach is key to accomplish everyone's objectives, keeping the work progressing without delays.
3. **Courteous and professional conduct at all times.** During the year, CAA staff has received nothing but praise for our counter staff efforts. CAA received two complaints about inspection services, but the customer's issues were resolved within 24 hours of the call. Each was resolved to the satisfaction of the customer. Often, these types of occurrences are from misinformation from owner to contractor or workers at the site. As the Building Inspector leaves written notices for corrections, CAA inspectors may make further comments on future inspections to be part of a progressive team approach. These explanations and further information passed from workers to contractors and then to owner in the field before work is arranged and inspected, keeps work progressing forward with clear expectations. CAA today far exceeds the customer's expectations answering questions, addressing concerns, and coordinating future work inspection timelines, and adopted code standards than in past years.

Our staff's day-to-day interaction with the City's staff is positive. Although 50% of the permits going through the Permit Center are not building permits, CAA staff provides assistance with applications, permits, inspections, and inquiries by the public related to Fire, Engineering, Environmental Health, and Health permit issues.

In the future, CAA plans to continually improve upon what accomplishments that have already occurred. As the new Energy Efficient amendments are adopted, the demand for workshops to explain how the code changes apply in general, and to individual cases, will be in demand. CAA also expects the integration of more electronics is extremely important to fulfill the original expectations of electronic permit process. The introduction of more counter service options as the permits applications increase in numbers, will also be a major benefit. The introduction of an "As-Built" process will be a sound practical solution to undocumented work requiring permits. This last item relates specifically to work that has been done without the required permits and inspections.



Shawn Keating
Chief Building Official

CHARLES ABBOTT ASSOCIATES, INC.

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1415-050

Titled: Building Permit Services

THIS CONTRACT, made and entered into this 21st day of August, 2014, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Charles Abbott Associates, Inc. hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H :

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

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 1415-050 Building Permit Services** are both necessary and in the best interests of **CITY**; and

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

1 REQUIRED APPROVAL:

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

2 CONTRACT TERM:

2.1 This Contract shall be effective from September 2, 2014 subject to Carson City Board of Supervisors' approval (anticipated to be August 21, 2014) to September 2, 2016, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 NOTICE:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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For P&C Use Only	
CCBL expires	12/31/14
GL expires	3/31/15
AL expires	3/31/15
PL expires	3/31/15
WC expires	3/31/15

3.2 Notice to **CONTRACTOR** shall be addressed to:

Buster Scholl, CBO
Charles Abbott Associates, Inc.
27401 Los Altos, Suite 220
Mission Viejo, CA 92691
866-530-4980/ FAX 949-367-2852
Email: busterscholl@caaprofessionals.com

3.3 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-city.org

4 SCOPE OF WORK:

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

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

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

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

4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** 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 **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

5 CONSIDERATION:

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon a percentage of Building Permit fees collected as set forth in the compensation schedule included in "Exhibit A".

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

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

5.4 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

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

6 TIMELINESS OF BILLING SUBMISSION:

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

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to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONTRACTOR.

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

7.2 Termination for Nonappropriation:

7.2.1 All payments and services provided under this Contract are contingent upon the availability of the necessary public funding. In the event that CITY does not appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate.

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

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

7.3.2.3 If CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing a contract or securing favorable treatment with respect to awarding,

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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 CONTRACTOR has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct:

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

8 REMEDIES:

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

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9 LIMITED LIABILITY:

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

10 FORCE MAJEURE:

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

11 INDEMNIFICATION:

11.1 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 paragraph.

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

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

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

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

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

12 INDEPENDENT CONTRACTOR:

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

12.2 It is mutually agreed that **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** or any other party.

12.4 **CONTRACTOR** 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, **CONTRACTOR'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 **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13 INSURANCE REQUIREMENTS:

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

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

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

13.4 Insurance Coverage:

13.4.1 CONTRACTOR shall, at **CONTRACTOR'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 **CONTRACTOR** and shall continue in force as appropriate until the latter of:

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

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

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** 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 **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

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

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

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

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

13.5.5 Deductibles and Self-Insured Retentions: Insurance maintained by **CONTRACTOR** 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 **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

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

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

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

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

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

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

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

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

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

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

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

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

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

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

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

16 PROFESSIONAL LIABILITY INSURANCE:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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- 16.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)
- 16.2 Retroactive date: Prior to commencement of the performance of this Contract
- 16.3 Discovery period: Three (3) years after termination date of this Contract.
- 16.4 A certified copy of this policy may be required.

17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

17.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

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

18 BUSINESS LICENSE:

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

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

19 COMPLIANCE WITH LEGAL OBLIGATIONS:

19.1 **CONTRACTOR** 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 **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** 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 **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** 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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1415-050
Titled: Building Permit Services

20 WAIVER OF BREACH:

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

21 SEVERABILITY:

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

22 ASSIGNMENT/DELEGATION:

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

23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by CONTRACTOR (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 CONTRACTOR upon completion, termination, or cancellation of this Contract. CONTRACTOR shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONTRACTOR'S obligations under this Contract without the prior written consent of CITY. Notwithstanding the foregoing, CITY shall have no proprietary interest in any materials licensed for use by CITY that are subject to patent, trademark or copyright protection.

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1415-050

Titled: Building Permit Services

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

24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR thereby agrees to indemnify and defend CITY for honoring such a designation. The failure to so label any document that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

25 CONFIDENTIALITY:

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

26 FEDERAL FUNDING:

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

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

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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27 LOBBYING:

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

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

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

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

28 GENERAL WARRANTY:

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

29 PROPER AUTHORITY:

29.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** 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 **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

30 ALTERNATIVE DISPUTE RESOLUTION:

30.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before a judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1415-050

Titled: Building Permit Services

31 GOVERNING LAW; JURISDICTION:

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

32 ENTIRE CONTRACT AND MODIFICATION:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1415-050
Titled: Building Permit Services

33 ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

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

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
KIM BELT

By: 
Deputy District Attorney

DATED 10/28/14

DATED 8/12/14

CITY'S ORIGINATING DEPARTMENT

BY: Lee Piemel, Director
Carson City Planning Division
108 E. Proctor Street
Carson City, NV 89701
Telephone: 775-887-2262
Fax: 775-887-2278
LPiemel@carson.org

By: 

DATED 10-28-14

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1415-050

Titled: Building Permit Services

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

CONTRACTOR

BY: Buster Scholl, CBO

TITLE: Regional Director

FIRM: Charles Abbott Associates, Inc.

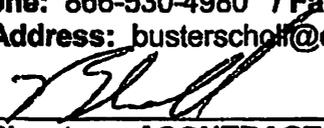
CARSON CITY BUSINESS LICENSE #: 14-

Address: 27401 Los Altos, Suite 220

City: Mission Viejo State: CA Zip Code: 92691

Telephone: 866-530-4980 / Fax #: 949-367-2852

E-mail Address: busterscholl@caaprofessionals.com



(Signature of **CONTRACTOR**)

DATED 10/21/14

STATE OF _____)

County of _____) ss

Signed and sworn (or affirmed) before me on this _____ day of _____, 2014,
by _____

(Signature of Notary)

(Notary Stamp)

*Please see attached
Notarization form*

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

~~_____
Signature of Document Signer No. 1~~

~~_____
Signature of Document Signer No. 2 (if any)~~

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this
21st day of October, 2014, by

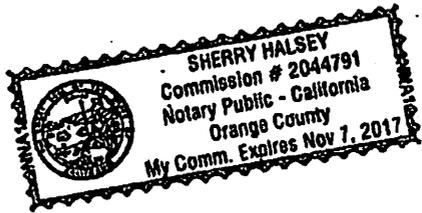
(1) Buster Scholl
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.)

(2) ~~_____
Name of Signer~~

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature *[Handwritten Signature]*
Signature of Notary Public



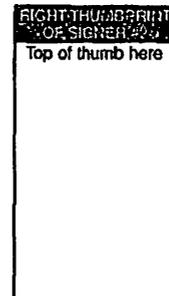
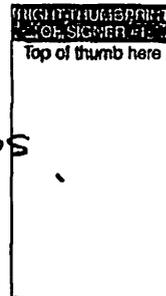
Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document: Contract # 1415-050
City of Carson City - Building Permit Services
 Document Date: 10/21/2014 Number of Pages: 20 - Inc.
 Signer(s) Other Than Named Above: NA Notary Page

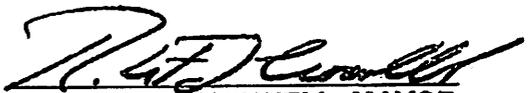


CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1415-050
Titled: Building Permit Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 21, 2014, approved the acceptance of **CONTRACT No. 1415-050**. 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 21st day of August, 2014.

ATTEST:


ALAN GLOVER, CLERK RECORDER

DATED this 21st day of August, 2014.

EXHIBIT A

CARSON CITY BUILDING AND SAFETY SERVICES

AGREEMENT TO PROVIDE BUILDING AND SAFETY SERVICES is made and entered into the 21st day of August, 2014, by and between the Consolidated Municipality of Carson City, hereinafter the "City ", and Charles Abbott Associates, Incorporated, a California corporation, hereinafter referred to as "Consultant."

RECITALS:

1. Consultant will provide Building and Safety Services to the City, including building official services, backup building counter services, building plan check, building inspection and building code enforcement, as described in this Agreement.
2. Consultant is qualified to perform these services and the City desires that Consultant provide these services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Services to be Performed by Consultant**

(a) Consultant shall provide a Building Official. The Building Official shall perform the following services:

- (1) Function as the Building Official as set forth in the International Building Code, as set forth in other City adopted building codes and ordinances, and as specified in State law.
- (2) Oversee the issuance of the Certificate of Use and Occupancy for buildings and structures.
- (3) Coordinate the building permit and plan check, building inspection, and building code enforcement services so that they function as one building and safety organization and supervise the Building Division staff.
- (4) Develop, amend and maintain the ordinances and regulations necessary to implement and enforce the International Building Code, 2012 Edition, the Electrical Code, 2011 Edition, the Uniform Plumbing Code, 2012 Edition, the Uniform Mechanical Code, 2012 Edition, and all other adopted codes

and ordinances deemed necessary by City to protect the health safety and welfare of its citizens.

- (5) Make determination on the approval and use of alternative materials and methods of construction.
- (6) Process and prepare comments and recommendations for Planning applications including Planning Commission, Historic Resource Commission, Major Project Reviews, and Board of Supervisors, and assist in the presentation of appeals regarding building and safety matters. Attend Board of Supervisors, Planning Commission and other meetings as directed.
- (7) Prepare building and safety code violation cases for submittal to City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
- (8) Make final interpretation concerning the application of building and safety codes.
- (9) Monitor the collection of building plan check, inspection, and permit fees and other building activity level indicators, submit monthly activity reports to City based on this information, and notify City of any staffing changes necessary to maintain the performance standards, as identified in this Agreement.
- (10) Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures and assuring that files and plans are secured, organized and kept up to date.
- (11) Meet with developers, homeowners, business owners, architects, engineers and the general public at City Hall or in the field, as the need dictates, to resolve grievances and/or respond to questions and ensure timely project processing in compliance with City and State laws and ordinances.
- (12) Participate in the City's Emergency Operations Center team; participate in disaster and emergency response, as necessary.

(b) Consultant shall provide the following building information counter, plan check, administration, building code enforcement, and inspection services under the supervision of the Building Official.

Building Plan Check Services

- (1) Provide an ICC Certified Building Official/Certified Plans Examiner available at the Building Division Counter from 7:30 a.m. to 4:30 p.m., five

days a week, Monday through Friday, except holidays to: a) manage the building plan check and inspection process; b) perform over-the-counter plans checks; c) answer technical questions from the public, including inquiries regarding building and safety codes and regulations; d) perform plan check; and, e) assist in more difficult inspections, in addition to other duties as assigned. Counter hours may be subject to a reasonable change by the City.

- (2) Perform architectural, structural, plumbing, mechanical, electrical, energy, and ADA plan check review for buildings and structures for compliance with applicable State laws, building and safety codes, City ordinances, and acceptable engineering practices.
- (3) Issue the Certificate Occupancy for buildings and structures. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.
- (4) Check for compliance with all applicable codes adopted by City, including, but not limited to: International Building, Residential, Mechanical, Plumbing, Electrical, Swimming Pool and Spa, Property Maintenance, Existing Building, Energy Conservation, Fuel Gas Codes, the ICC/ANSI A117.1 Standard, Northern Nevada Amendments and any applicable State of Nevada or Carson City code or regulation.
- (5) Review and approve building/structural revisions to plans required during construction.
- (6) Calculate building permit and plan check fees, and review permit issuance.
- (7) Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Department, Planning Division, the Fire Department and the Health Department. This also includes Building Division review, comment and provision of "conditions of approval" for site plans and building plans as part of discretionary planning applications.
- (8) Plans not checked by Consultant at City's Community Development Department shall be plan checked at Consultant's local offices via overnight mail or by electronic plan review.
- (9) Electronic plan review will be available by consultant via e-PlanSoft or with PDF files.

Building Inspection Services

- (10) Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, and National Pollution Discharge and Elimination System Permit (NPDES) requirements.
- (11) Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.
- (12) Inspect for compliance with conditions of approval set forth by City's Community Development Department, Planning Commission, or Board of Supervisors.
- (13) Coordinate inspection services with the Fire Department, Health Department and other governmental agencies providing services, and/or having jurisdiction over any aspect of a development project.
- (14) Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by City.
- (15) Coordinate with various City /County agencies, and departments, when more than one discipline is required in order to obtain compliance with the above building and safety codes and regulations.
- (16) Provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and duties.
- (17) Provide special inspections by qualified inspectors and conduct investigations as directed by City, including field and office research and the preparation of letters and/or documents.
- (18) Input daily inspection information into City's computer permit tracking system.

Building Code Enforcement

- (19) Provide inspection, investigation, and enforcement for violations to all the above-referenced building and safety codes and regulations, as well as other adopted City ordinances which relate to building and safety issues, such as various sections of City's Nuisance Ordinance.
- (20) Prepare building and safety code violation cases for submittal to the District Attorney's office when prosecution action is necessary to obtain compliance

with the above codes and regulations.

- (21) During inspections issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.

Building Counter Operation (Back Up)

- (22) Receive, process and issue building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications.
- (23) Monitor and track the status of building permit applications and plan checks for expiration and develop a process to notify applicants prior to the expiration of their building permits.
- (24) Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to City. The reports shall include, but not be limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) made, and other financial, operational, and statistical information pertinent to the Building Plan Check and Inspection services process.
- (25) Provide public information regarding building permit applications, plan check and inspection services and related matters.
- (26) Identify and assist in the collection of all necessary fees for building permit applications and other Building Division services.
- (27) Establish and maintain all of the materials and forms in compliance with State laws necessary for the operation of the Building Division, including "hand-out" sheets which explain building permit application processing procedures identified as being provided by City.
- (28) All approval stamps, applications, forms and other documents used in providing Building and Safety Services to City shall be identified with the City Seal and other identification indicating that the approval stamps, applications, and documents are from the City. Costs for the provision of these processing tools and supplies shall be the responsibility of City. All of the stamps, applications, forms, and other documents or supplies shall be the property of City.

Building Division Administration

- (29) Within thirty days of the commencement of this Agreement, Consultant shall

assemble and review all existing City policies, ordinances and conditions pertaining to Building Division operations and document any areas of insufficient, incomplete or missing information. Based on this review, Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions and present a report to the Community Development Department for consideration.

- (30) Consultant shall: a) provide to City the technical assistance necessary to update the building and safety codes in accordance with the schedules established by City; and, b) prepare City's code ordinance update and attend the Board of Supervisors meeting. In addition, the Consultant shall coordinate with the Fire Department regarding periodic updates to the International Fire Code and ensure that City's building and safety codes and the changes to the International Fire Codes are cross-referenced.

Performance Monitoring

- (31) Consultant shall be responsible for providing monitoring information to City that shows achievement of the performance standards and that personnel are providing helpful and courteous service to customers. The monitoring may include but is not limited to customer feed back through written questionnaires and interviews and observations at the building counter and during building permit inspections.

(c) City shall provide the workplace for all of Consultant's employees assigned to perform the services required by this Agreement; maintain the work place in strict accordance with applicable health and safety standards and comply with all applicable health and safety rules and regulations. Consultant shall immediately notify City of all employee illnesses, injuries and absences.

(d) To provide the services required by this Agreement, Consultant shall provide the following personnel:

- (1) A Building Official, who will provide full-time building official/plan review services.
- (2) A Backup Permit Technician, who will be assigned to work on an as-needed basis, depending on work load, in the absence of the Permit Technician.
- (3) A minimum of one Certified Building Inspector.

(e) Consultant agrees to provide additional personnel to provide plan check review and/or building inspection services on an as-needed basis to insure that the service levels provided by Consultant meets Performance Standards set forth in this Agreement.

(f) All personnel assigned by Consultant, including employees and subcontractors, to either fill the above-listed positions or provide other services under this Agreement shall be subject to the prior approval of City. Consultant shall remove assigned personnel from the above positions when so requested by City and replace them with personnel approved by City.

2. Performance Standards

(a) Consultant and its officers, employees and subcontractors shall at all times faithfully, competently and to the best of their ability, experience, and talent provide all services. In meeting its obligations under this Agreement, Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of Nevada. Consultant represents its officers, employees and subcontractors are skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant and City is relying upon the skills and knowledge of Consultant.

(b) City has established Performance Standards that are to be applied to the processing of plan checks, building permits, and general service to the public that interacts with the Community Development Department. These Performance Standards are described below in (c) and in Attachment 2. Consultant recognizes the targets established in the Performance Standards, and will adhere to these measures in the performance of its services for City. City reserves the right to add, amend or eliminate Performance Standards at any time during the term of this Agreement. City may use the Performance Standards to gauge the effectiveness of Consultant's service to City. At City's request, Consultant shall be responsible for providing monitoring information which shows that personnel providing services to City are achieving the Performance Standards.

(c) Consultant shall provide services which meet the following maximum expected turn-around-times for plan check and inspection services. In practice, Consultant shall provide these services with the fastest turn-around-time feasible. Additionally, the following Performance Standards shall be used as a guide to determine staff levels (also see Attachment 2).

- Plan Check - The initial check of building plans for commercial and industrial shall be completed with 15 working days, and plans for residential buildings shall be completed within ten (10) working days or less from the date of plan submittal.
- All rechecks of building plans shall be completed within seven (7) working days or less from resubmittal, with most rechecks completed within 24 hours of resubmittal.
- Plan Check review for routine and simple structures and items may be completed over-the-building counter. Routine and simple structures and items include, but are limited to; reroofs; patio covers; and, fences/walls.
- Inspection - All building inspections requested by 4:00 p.m. on a working day

shall be conducted on the next working day with an a.m./p.m. commitment.

- As special circumstances may dictate, after hour or weekend inspections will be conducted.
- At all times, building inspectors shall conduct themselves in a courteous and professional manner and utilize the phone to help coordinate and narrow inspection times with applicants.
- Counter - Provide Backup service and support for the building counter a minimum of eight (8) hours per working day. The building counter shall be open to the public and sufficiently staffed from the hours of 8:00 a.m. to 12:00 p.m. and 1:00 pm to 4:00pm, Monday through Friday, excluding City holidays. Counter hours may be subject to a reasonable change by City.
- Keep written information regarding building permit application, plan check and inspection process updates.
- Answer the building counter phone when not with a customer at the counter and return telephone calls within two hours. Respond to all email inquiries within one working day.
- On an as needed basis, assist City in providing or updating any Building Division information on City's website.

3. Term

This Agreement shall become effective on September 2, 2014. The term of the Agreement shall be for two (2) years. The Agreement shall terminate on September 2, 2016. At the end of two (2) years, this Agreement shall automatically be extended each year for up to five (5) years unless either party provides notice ninety (90) days in advance of the end of a year that the Agreement will not automatically extend for the following year. The Agreement may be terminated pursuant to Section 26 of this Agreement at any time during the initial two-year term or during any of the one-year extensions. The Agreement may not be automatically extended for more than five one-year extensions and will, if extended for all five one-year periods, terminate on September 2, 2021.

4. Payment for Services

(a) City agrees to pay Consultant for providing the professional services which are described in the Agreement, and pay for those services in accordance with the payment rates, term and schedule of payment set forth in Attachment 1.

(b) Consultant will submit invoices monthly for services provided. Invoices shall be

submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice.

5. Ownership of Documents and Drawings

All original drawings, plans, designs, reports, notes, calculations, maps, and other documents developed during the course of Consultant providing the professional services required by this Agreement shall be the property of City and shall be provided by Consultant to City upon their completion. Further, even if this Agreement is terminated, said documents shall be City's property and may be used by City as it determines appropriate.

6. Consultant to Supply Instrumentalities

Except as otherwise provided in this Agreement, Consultant shall furnish all necessary labor, supervision, equipment, and supplies necessary to perform the Building and Safety Services and perform those services at the level of performance required by this Agreement.

7. Licenses: Standard of Care

(a) Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under State and local law to perform such services. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals required of its profession to provide the services and work required to be performed by this Agreement. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

(b) Consultant shall perform the services under this Agreement in a skillful and competent manner. Consultant shall be responsible to City for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to City by redoing the professional work and/or revising the work product(s) called for in the Agreement to eliminate the errors.

8. Legal Responsibilities

Consultant shall keep itself informed of all State and Federal laws and regulations which in any manner affect those employees by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of Consultant to comply with this section.

9. Non-Assignability

Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Consultant without the prior written consent of City.

10. Subcontracting Subject to Approval.

Consultant may not subcontract any portion of the work required by this Agreement to other persons or firms unless Consultant first obtains the written consent of City to engage in such subcontracting.

11. Independent Contractor

Consultant is and shall at all time remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or agents, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as herein set forth. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents, are officers, employees, or agents, of City. Except as specified in writing by City, Consultant shall have no authority, expressed or implied, to act on behalf of City, and Consultant shall have no authority, expressed or implied, to incur any obligation or liability against City. Consultant shall be responsible for and pay all taxes and other payments for Consultant and its employees for Federal and State income taxes, including withholding of taxes, Social Security, worker's compensation insurance, State disability insurance, unemployment insurance, and all other similar items.

12. Administration

This Agreement will be administered by the Community Development Department. The Community Development Director shall be considered the Project Administrator and shall have the authority to act for City under this Agreement. The Director shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement.

13. Progress

Consultant is responsible to keep the Project Administrator and/or his designee informed on a regular basis regarding the status and progress of the work being performed pursuant to this Agreement.

14. Cooperation of City

City agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary for the performance of Consultant's duties under this Agreement with the exception of those documents which this Agreement calls upon Consultant to prepare.

15. Confidentiality

No news releases, including photographs, public announcements, or confirmations of the same, of any part of the work being performed pursuant to this Agreement shall be made without prior written approval of City. The information which results from performing the services required by this Agreement is to be kept confidential unless the release of information is authorized by City.

16. Conflicts of Interest

(a) Consultant represents that it is not currently engaged in and has not contracted to perform work on the behalf of any party or parties whose interests are or would reasonably appear to be adverse to those of City. In the event that Consultant should discover that it has represented, is representing or is being requested to perform work for a party or parties with interests adverse to those of City, Consultant shall immediately notify City in writing of such situation. Said notification requirement shall apply to all work performed by Consultant for another party or parties, with interests adverse to those of City, on a subcontract as well as on a contract or other basis.

(b) Consultant shall agree not to provide services within City limits for any other public or private entities without prior written approval from City.

17. Indemnification

Consultant shall indemnify, protect, defend and hold harmless, City and its Board of Supervisors, officers, employees, agents, and representatives from any suits, claims, actions, liability or damages of whatsoever kind and nature that may arise from or are in any way related to Consultant's errors or omissions or negligent performance of services pursuant to this Agreement.

18. Insurance

Without limiting Consultant's indemnification of City as described in paragraph 17, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement, policy or policies of liability insurance of the type and amounts described below and satisfactory to the District Attorney. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf. Said policy or policies shall be with insurance carriers admitted to do business in the State of Nevada. Said policies shall add as an additional insured City of Carson City, and its Board members, officers, employees, agents, and representatives for all liability arising from Consultant's performance of services pursuant to this Agreement. This insurance shall be primary to any insurance maintained by City. City insurance shall not contribute to any judgment rendered against City.

(a) Prior to the commencement of any services hereunder, Consultant shall provide to City certificates of insurance, endorsements to policies, including additional insured endorsements and copies of policies, if requested by City, demonstrating the following insurance coverage:

(1) Workers compensation insurance covering all employees of Consultant that is in accordance with the laws of the State of Nevada.

(2) General liability insurance covering third party liability risks, including without limitation contractual liability, in a minimum amount of \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit.

(3) Automobile liability and property insurance covering any owned, hired and non-owned vehicles of Consultant in a minimum amount of \$2 million combined single limit per accident for bodily injury and property damage.

(4) Professional liability insurance, or errors and omissions insurance, for claims for bodily injury, death, property damage, or economic loss which may arise from the performance of Consultant's work under this Agreement. Such policies shall be in the amount of \$2 million per occurrence and in the aggregate.

(b) Said policy or policies shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after sixty (60) days prior notice has been given in writing to City. Consultant shall give to City prompt and timely notice of any claim made or suit instituted against Consultant pertaining to Consultant providing services pursuant to this Agreement. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the services under this Agreement.

(c) Consultant shall include subcontracting consultants, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.

19. Non-Discrimination by Consultant

Consultant represents and agrees that Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20. City's Right to Employ Other Consultants

City reserves the right to employ other consultants in connection with the subject matter of this Agreement.

21. Consultant's Records

Consultant shall keep records and invoices in connection with work performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

22. Notices

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

CITY	CARSON CITY CONSOLIDATED MUNICIPALITY Attention: Lee Plemel, Community Development Director 108 E. Proctor St Carson City, NV 89701
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CONSULTANT	Charles Abbott Associates, Inc. Attn: Buster Scholl, Regional Director 27401 Los Altos, Suite 220 Mission Viejo, California 92691
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23. Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services described in this Agreement hereto by Consultant for City and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

24. Attachments

Attachments referenced in this Agreement are incorporated herein by this reference as though set forth in full in the Agreement.

25. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Nevada. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the Consolidated Municipality of Carson City, Nevada.

26. Termination

City may terminate this Agreement, without cause or penalty, by providing written notice to the other party that the Agreement is terminated. Said written notice shall be provided at least thirty (30) days in advance of the termination date. Unless terminated as provided herein, this Agreement shall continue in effect for the period set forth in Section 3

27. Breach of Agreement

If Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of City to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

28. Attorney's Fees

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

29. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Successors and Assigns

The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

29. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Successors and Assigns

The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

31. Authority to Execute the Agreement

The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of Consultant and have the authority to bind Consultant to the performance of the obligations hereunder.

32. No Presumption Regarding Drafter of Agreement

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

ATTACHMENT 1

COMPENSATION SCHEDULE

Consultant will provide all building plan check, a full-time Building Official/Plan Checker and a minimum of one Certified Building Inspector at the monthly percentage of fees collected shown below. Note: Consultant agrees to provide additional plan review and/or inspection resources to assure that the City is never "short staffed" and should building revenues fall below historical averages, the City agrees to be flexible relative to the minimum number of Certified Building Inspectors.

Monthly Building Permit and Plan Review Fees Collected	Consultant % of Fees
The first \$20,000	60%
Additional amounts between \$20,001 and \$40,000	55%
Additional amounts over \$40,000	50%

Backup Permit Technician:

If a backup Permit Technician is needed to replace the City Permit Technician, Consultant will provide that person at the rate of \$45/hour (subject to cost of living increase(s) mutually agreed to by the City and Consultant).

Replacement Permit Technician:

If the City Permit Technician leaves, CAA will provide a replacement Permit Technician at a percentage of fees collected at a rate agreeable to the City in an amendment to this contract

ATTACHMENT 2

PERFORMANCE MEASURES

<i>Activity</i>	<i>Measure</i>
<i>Building Plan Check and Permit Streamlining</i>	<ol style="list-style-type: none">1. Initiate issuance of "over the counter" (i.e. same day) permits.2. First Plan Check for new construction: 15 working days for non-residential construction and 10 working days for residential construction.3. Plan Check for additions, tenant improvements, and re-checks: 7 working days.4. Routine, simple projects, (i.e. re-roofs, patio covers, pools/spas, etc.): Over the Counter. <p><i>(Note: Target for average number of review cycles per plan submitted is 2.5 cycles. Workload measures listed above to be used to set specific performance targets for plan check completion.)</i></p>
<i>Customer Service Building</i>	<ol style="list-style-type: none">1. Telephone and email inquiries are responded to within one workday.2. Written information describing permitting/application procedures is up-to-date at all times.3. Initiate flyer encouraging customer feedback.4. Conduct Quality Control Monitoring per CAA Quality Control Manual.5. Building web page is updated (frequency, e.g. weekly, bimonthly, monthly).
<i>Building Inspections</i>	<ol style="list-style-type: none">1. 100% of inspection requests made by 4:00 PM previous working day (with AM /PM commitment and 2 hour window).2. Telephone access for changes.3. Courteous and professional conduct at all times.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1415-050**

THIS AMENDMENT is made and entered into this 18th day of December, 2014, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and **Charles Abbott Associates, Inc.**, hereinafter referred to as "CONTRACTOR", and is made to amend the existing contract known as **CONTRACT # 1415-050**.

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR desire to amend **CONTRACT #1415-050** to provide CITY authorization to compensate CONTRACTOR for the additional expense for the maintenance contract/warranty; and

WHEREAS, said amendment is at the request of both the CITY and CONTRACTOR, and that significant benefit will be derived by the CITY for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, CITY and CONTRACTOR, by and through their respective authorized representatives hereby agree to:

4 **SCOPE OF WORK**

4.1 See attached revised "Attachment I" from CONTRACTOR

5 Amend Consideration of **CONTRACT # 1415-050** to provide in its entirety as follows:

5.1 The parties agree that CONTRACTOR will provide the **SERVICES** specified in **Section 4 Scope of Work** and CITY agrees to pay CONTRACTOR the **CONTRACT SUM** based upon a percentage of Building Permit fees collected as set forth in the compensation schedule included in revised "Exhibit A".

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1415-050**

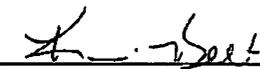
ACKNOWLEDGMENT AND EXECUTION:

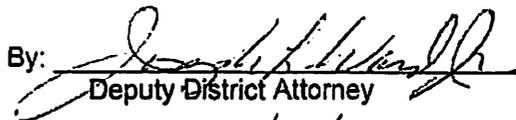
In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

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

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

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

By: 
KIM BELT

By: 
Deputy District Attorney

DATED 12/9/14

DATED 12/9/14

CITY'S ORIGINATING DEPARTMENT

BY: Lee Plemel, Director
Carson City Planning Division
108 E. Proctor Street
Carson City, NV 89701
Telephone: 775-887-2262
Fax: 775-887-2278
lplemel@carson.org

By: 
Lee Plemel

DATED 12.9.14

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1415-050**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 18, 2014 approved the acceptance of Amendment No. 1 **CONTRACT No. 1415-050**. 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 18th day of December, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER
DATED this 18th day of December, 2014.

REVISED EXHIBIT A

SECTION I:

A portion of Section 1(b), subsections 22-28, of Exhibit A of Contract #1415-050, AGREEMENT are amended to include the Building Division permit counter operation functions as a permanent part of the contract, not just a back up support function, as follows (deleted text is shown in ~~strikethrough~~):

Building Counter Operation (~~Back-Up~~)

- (22) Receive, process and issue building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications.
- (23) Monitor and track the status of building permit applications and plan checks for expiration and develop a process to notify applicants prior to the expiration of their building permits.
- (24) Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not be limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) made, and other financial, operational, and statistical information pertinent to the Building Plan Check and Inspection services process.
- (25) Provide public information regarding building permit applications, plan check and inspection services and related matters.
- (26) Identify and assist in the collection of all necessary fees for building permit applications and other Building Division services.
- (27) Establish and maintain all of the materials and forms in compliance with State laws necessary for the operation of the Building Division, including "hand-out" sheets which explain building permit application processing procedures identified as being provided by the City.
- (28) All approval stamps, applications, forms and other documents used in providing Building and Safety Services to the City shall be identified with the City Seal and other identification indicating that the approval stamps, applications, and documents are from the City of Carson City. Costs for the provision of these processing tools and