



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** August 4, 2016

**Staff Contact:** Lee Plemel, Community Development Director

**Agenda Title:** For Possible Action: To report on the Building Enterprise Fund for Fiscal Year (FY) 2015-16 and to provide direction to staff regarding the continuation of Contract No. 1415-050 and Amendment No 1 to said contract for building permit services from Charles Abbott Associates, Inc (CAA).

**Staff Summary:** CAA has provided building permit services to Carson City under contract since September 2014. The contract expires September 2, 2016, but automatically renews for up to five additional years if neither party provides 90-day notice of termination (per Contract Exhibit A, Section 3, Term). The FY 2015-16 budget year is the first full Fiscal Year completed under the CAA contract. The Building Fund in an Enterprise fund; all revenues from the Building Fund may only be used to provide building permit services. (Lee Plemel, lplemel@carson.org)

**Agenda Action:** Formal Action/Motion

**Time Requested:** 30 minutes

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## **Proposed Motion**

I move to continue Contract No. 1415-050 and Amendment No 1 to said contract for building permit services from Charles Abbott Associates, Inc, subject to Board of Supervisors review in one year.

## **Board's Strategic Goal**

Efficient Government

## **Previous Action**

The Board of Supervisors approved the contract with CAA on September 2, 2014, and approved Amendment No. 1 to the contract to add additional services on December 18, 2014.

## **Background/Issues & Analysis**

Under the current contract with CAA (attached), CAA provides a building official and the necessary number of employees to perform permit inspections and permit counter services, in addition to other functions associated with building permits. CAA currently has one full-time building official, one full-time building inspector, and one full-time permit counter technician, with part-time employees available for each of those positions, as needed. CAA uses their own vehicles for inspections, and provides their own ancillary equipment for building permit functions. CAA also provides plan review of structural elements by on on-staff licensed engineer and provides fire reviews at an hourly rate, as necessary, for larger projects. The City provides building space and associated furniture and equipment for the permit center and CAA employees.

CAA is paid based on a percentage of the building permit fees collected each month, on a graduated scale based on the amount of fees collected as follows:

<u>Building Permit Fees Collected</u>	<u>Percentage of Fees to CAA</u>
\$0-\$20,000	70%
\$20,001-\$40,000	65%
Over \$40,000	60%

A summary of the Building Fund revenues and expenditures for FY 2015-16 follows, and the detailed budget with actual expenses is attached.

Building Permit Fees Collected: .....	\$1,049,712	
CAA Contract Payments: .....	<u>\$ (677,892)</u>	
	\$ 371,820	35% net City profit
Other Income: .....	\$ 113,781	
CAA Donation: .....	\$ 41,883	(For electronic plan submittal and review project)
Electronic plan review project: .....	\$ (41,883)	(Restricted per CAA donation, to be completed in FY 17)
Salaries and Benefits: .....	\$ (92,530)	
Building Rent: .....	\$ (51,403)	
Other Operating Expenses: .....	\$ (24,580)	
Internal Service Charges: .....	<u>\$ (246,940)</u>	
Net Building Fund Income: .....	\$ 70,148	

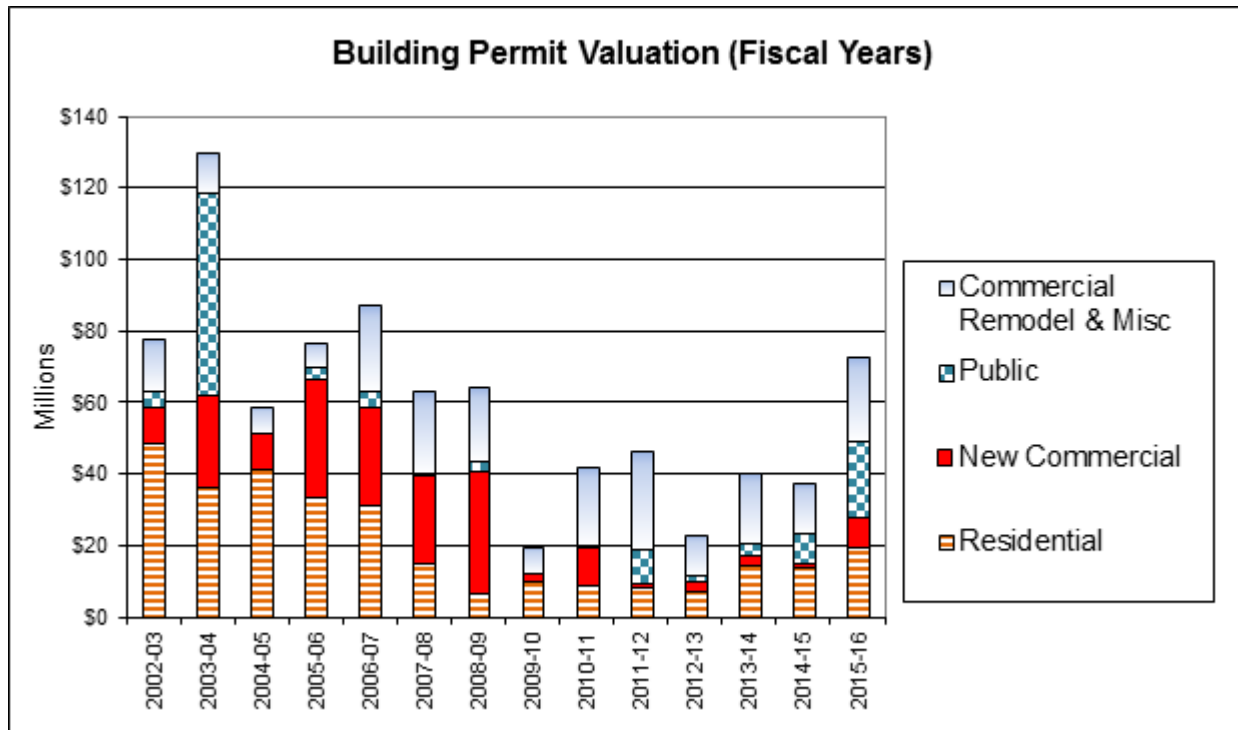
The City pays for portions of several City employees from the Building Fund for other City department plan review services and other building permit-related services, as well as general Building Division overhead expenses such as building maintenance, general supplies, etc. During the recession of the last 6-8 years, revenues to the Building Fund did not support the full expenses of operating the Building Division and has been supported by the General Fund. With the recent increase in revenues, the Building Fund has become more self-supporting. Ideally, all City employees who work on building permit reviews should charge time to the Building Fund. As building permit revenues increase, the City will be able to continue to offset costs to the General Fund that are directly attributable to building permit reviews and services. The current FY 2016-17 budget includes portions of the following City employees in the Building Fund: Senior Permit Technician (50%), Assistant Planner (25%), Planning Manager (10%), Community Development Director (10%).

In April 2016, CAA donated \$41,883 to the City in order to implement electronic plan submittal and plan review, paying the full cost of implementation. The Chief Building Official is currently working with the City's IT Department to implement the new system, expected to be operational by the end of 2016. Large monitors for all City departments that complete plan reviews have been ordered. City staff and CAA have also discussed with the Nevada Builder's Alliance the implementation of a technology fee to pay for ongoing annual costs of the system. The Builder's Alliance and other local contractors support the implementation of electronic plan submittal and review as well as the technology fee to pay for it, citing significant costs savings even with the technology fee. More information regarding electronic plan submittals will be brought to the Board of Supervisors at a future meeting.

City staff has received overwhelming support and positive comments regarding CAA providing the building permit services. Where there have been negative issues identified, CAA staff has been very responsive in addressing those issues. Since the beginning of May, CAA has been including customer surveys with every building permit that goes out. As of July 15, only two surveys were returned, each with "Excellent" ratings in all categories. In addition, CAA has continued to meet performance measures established in the contract. Refer to the attached response from CAA regarding the performance measures.

A major advantage of contracting the building permit services, and a major factor in the Board of Supervisors' initial decision to contract the services, is that the contractor can quickly adjust staffing levels to meet the current demand of permit services. While current development has increased the Building Fund revenues over the last year, the revenues could continue to vary monthly as well as annually, depending on the permits submitted.

Following is a chart showing the historic trend of total building permit valuation. Permit fees are based on a percentage of permit valuation (1.5% for residential and 1% for non-residential) and, therefore, annual permit fees collected correlate to the total permit valuation for each year.



Staff recommends that the Board of Supervisors continue the contract with CAA, subject to reporting to the Board in one year.

**Applicable Statute, Code, Policy, Rule or Regulation**

Purchasing and Contracts policies and procedures.

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: N/A

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: CAA is paid based on a percentage of building permit fees collected, which is estimated and included in the FY 2016-17 budget.

**Alternatives**

Direct staff to renegotiate the contract with CAA or provide other direction.

**Attachments:**

- 1) FY 2015-16 budget detailed report
- 2) CAA Contract 1415-050 including Amendment No. 1
- 3) CAA response to contract performance measures

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**BUILDING FUND REVENUES**

PREPARED 07/18/16,  
PROGRAM GM601L

11:50:17 BUDGET P REPARATION WC KSHEET  
FOR FISCAL YEAR 2 17

PAGE 1  
ING PERIOD 13/ 2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	YEAR'S AGO ACTUALS	LAST YEARS ACTUALS	ADJUSTED BUDGET	Y-T-D FY16 ACTUALS	ESTIMATED FY 2016	TENTATIVE FY 2017	FINAL FY 2017
MISCELLANEOUS REV GIFTS/DONATIONS	ENUE							
525-0000-365.85-01	TECHNOLOGY UPGRADES	0	0	41,883	41,883	0	0	0
* GIFTS/DONATI	ONS	0	0	41,883	41,883	0	0	0
** MISCELLANEOU PROPRIETARY REVEN USER FEES AND C	S REVENUE UES HARGES	0	0	41,883	41,883	0	0	0
525-0000-370.10-00	BUILDING PERMIT FEES	544,000	492,815	942,322	1,049,712	632,206	632,206	632,206
525-0000-370.12-00	ENGINEERING FEES	71,248	77,841	70,000	102,127	50,000	50,000	50,000
525-0000-370.22-00	GROWTH MANAGEMENT FEES	4,400	3,400	5,000	9,700	2,500	2,500	2,500
* USER FEES AN INTEREST EARNED	D CHARGES	619,648	574,056	1,017,322	1,161,539	684,706	684,706	684,706
525-0000-377.02-00	INTEREST INCOME	1,287	1,718	1,000	2,051	1,000	1,000	1,000
525-0000-377.03-00	NET INC IN FAIR VALUE INV	1,197	196	0	-97	0	0	0
* INTEREST EAR NED		2,484	1,914	1,000	1,954	1,000	1,000	1,000
** PROPRIETARY REVENUES		622,132	575,970	1,018,322	1,163,493	685,706	685,706	685,706
*** BUILDING PER MITS		622,132	575,970	1,060,205	1,205,376	685,706	685,706	685,706

**BUILDING FUND EXPENSES**

PREPARED 07/18/16,  
PROGRAM GM601L

11:49:51 BUDGET P REPARATION KSHEET  
FOR FISCAL YEAR 2 17  
FY16

PAGE 1  
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 14 ACTUALS	FY 15 ACTUALS	FY16 ADJUSTED BUDGET	Y-T-D FY16 ACTUALS	ESTIMATED FY 2016	TENTATIVE FY 2017	FINAL FY 2017
<b>BUILDING PERMITS</b>								
Salaries and Wages								
525-3014-424.01-01	SALARIES	201,408	91,151	62,759	63,098	63,835	65,782	65,782
525-3014-424.01-02	HOURLY / SEASONAL	0	10,847	0	0	0	0	0
525-3014-424.01-06	MANAGEMENT LEAVE PAY	3,947	697	0	753	0	0	0
525-3014-424.01-07	ANNUAL LEAVE PAYOFF	-15,529	30,225	0	0	0	0	0
525-3014-424.01-08	SICK LEAVE PAYOFF	0	21,383	0	0	0	0	0
525-3014-424.01-09	WORKERS' COMPENSATORY LV	-1,904	-11	0	0	0	0	0
525-3014-424.01-11	OVERTIME	0	202	0	11	0	0	0
525-3014-424.01-12	CALL BACK PAY	0	1,474	0	0	0	0	0
525-3014-424.01-14	F L S A	0	1	0	0	0	0	0
525-3014-424.01-16	HOLIDAY PAY	-336	646	0	0	0	0	0
* Salaries an		187,586	156,615	62,759	63,862	63,835	65,782	65,782
<b>EMPLOYEE BENEFITS</b>								
525-3014-424.02-25	MEDICARE	2,978	1,893	915	931	934	958	958
525-3014-424.02-30	RETIREMENT	52,738	19,454	17,573	17,786	17,876	18,419	18,419
525-3014-424.02-40	GROUP INSURANCE	32,930	10,977	9,065	8,691	12,219	7,852	7,852
525-3014-424.02-50	WORKERS' COMPENSATION	1,704	1,160	531	525	534	584	584
525-3014-424.02-60	EDUCATION INCENTIVE	0	38	0	150	0	125	125
525-3014-424.02-66	FOUL WEATHER ALLOWANCE	0	75	0	0	0	0	0
525-3014-424.02-70	CAR ALLOWANCE	3,915	512	392	393	394	391	391
525-3014-424.02-71	PHONE ALLOWANCE	600	752	194	192	192	193	193
525-3014-424.02-72	MOBILE DEVICE ALLOWANCE	0	125	0	0	0	0	0
525-3014-424.02-86	OPEB COST	9,134	8,800	7,054	0	7,054	7,759	7,759
* EMPLOYEE BE		103,999	43,786	35,724	28,668	39,203	36,281	36,281
<b>SERVICE AND SUPPLIES</b>								
525-3014-424.03-09	PROFESSIONAL SERVICES	360	263,656	757,492	677,892	350,393	350,393	350,393
525-3014-424.03-12	AUDITING FEES	2,439	1,961	2,400	2,063	2,400	2,400	2,400
525-3014-424.03-17	BANKING SERVICES	4,549	4,143	4,500	5,907	4,500	4,500	4,500

**BUILDING FUND EXPENSES**

PREPARED 07/18/16,  
PROGRAM GM601L

11:49:51 BUDGET P REPARATION KSHEET  
FOR FISCAL YEAR 2017

PAGE 1  
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 14	FY 15	FY16	Y-T-D FY16 ACTUALS	ESTIMATED	TENTATIVE	FINAL
		ACTUALS	ACTUALS	ADJUSTED BUDGET		FY 2016	FY 2017	FY 2017
525-3014-424.03-30	TRAINING	260	0	1,000	300	1,000	1,000	1,000
525-3014-424.03-62	UNEMPLOYMENT COMPENSATION	4,718	1,772	0	0	0	0	0
525-3014-424.04-32	MAINT. SERV. CONTRACTS	795	410	1,000	391	1,000	1,000	1,000
525-3014-424.04-33	SOFTWARE MAINTENANCE CONT	10,706	11,015	11,500	13,457	11,500	11,500	11,500
525-3014-424.04-35	VEHICLE REPAIR & MAINT.	1,573	17	500	230	500	500	500
525-3014-424.04-45	BUILDING RENTAL	23,391	21,709	51,403	51,403	51,403	51,403	51,403
525-3014-424.05-42	PRINTING/ADVERTISING	0	0	700	0	700	700	700
525-3014-424.05-45	MEMBERSHIP / PUBLICATIONS	1,245	100	1,350	380	1,350	1,350	1,350
525-3014-424.05-80	TRAVEL	26	12	3,000	0	3,000	3,000	3,000
525-3014-424.05-82	MILEAGE	0	0	100	0	100	100	100
525-3014-424.06-01	OFFICE SUPPLIES	1,651	785	2,000	806	2,000	2,000	2,000
525-3014-424.06-02	POSTAGE/SHIPPING	26	38	500	20	500	500	500
525-3014-424.06-25	OPERATING SUPPLIES	3,044	2,432	2,250	1,381	2,250	2,250	2,250
525-3014-424.06-45	BOOKS / PERIODICALS	578	0	2,500	117	2,500	2,500	2,500
525-3014-424.06-60	VEHICLE FUEL/OIL	3,877	2,471	3,000	0	3,000	3,000	3,000
525-3014-424.06-74	SMALL TOOLS / INSTRUMENTS	251	0	2,000	0	2,000	2,000	2,000
525-3014-424.06-75	SMALL FURNISHINGS	0	240	1,000	0	1,000	1,000	1,000
525-3014-424.06-85	TECHNOLOGY UPGRADES	0	0	41,883	0	0	0	0
525-3014-424.06-94	REFUNDS AND REIMBURSEMENT	0	80	1,000	112	1,000	1,000	1,000
525-3014-424.07-10	TELEPHONE	1,882	2,103	2,500	2,199	2,500	2,500	2,500
525-3014-424.07-12	POWER	1,448	1,321	1,600	1,126	1,600	1,600	1,600
525-3014-424.07-13	HEATING	288	342	400	352	400	400	400
525-3014-424.09-01	ISC: GENERAL FUND	126,409	29,364	176,935	176,940	176,935	167,166	167,166
525-3014-424.09-15	ISC: INSURANCE	66,000	66,000	70,000	70,000	70,000	70,000	70,000
525-3014-424.09-50	FLEET MANAGEMENT	5,952	8,964	0	0	0	0	0
525-3014-424.09-55	RADIOS	215	225	0	0	0	0	0
525-3014-424.12-99	GRANT ALLOC/ DIRECT BILL	0	0	0	-4,261	0	0	0
* SERVICE AND DEPRECIATION	SUPPLIES EXPENSE	261,683	419,160	1,142,513	1,000,815	693,531	683,762	683,762
525-3014-424.44-65	DEPRECIATION EXPENSE	5,395	0	3,200	0	0	0	0

**BUILDING FUND EXPENSES**

PREPARED 07/18/16,  
PROGRAM GM601L

		11:49:51 BUDGET P	REPARATION KSHEET			PAGE	1	
		FOR	FISCAL YEAR 2	17		ACCOUNT	ING PERIOD 1	2016
				FY16				
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 14	FY 15	ADJUSTED	Y-T-D FY16	ESTIMATED	TENTATIVE	FINAL
		ACTUALS	ACTUALS	BUDGET	ACTUALS	FY 2016	FY 2017	FY 2017
		-----	-----	-----	-----	-----	-----	-----
* DEPRECIATIO	N EXPENSE	5,395	0	3,200	0	0	0	0
NON-OPERATIN	G EXPENSE							
525-3014-475.48-75	LOSS ON DISPOSAL F.A.	0	10,572	0	0	0	0	0
		-----	-----	-----	-----	-----	-----	-----
* NON-OPERATI	NG EXPENSE	0	10,572	0	0	0	0	0
** BUILDING &	SAFETY	558,663	630,133	1,244,196	1,093,345	796,569	785,825	785,825
*** PUBLIC WORK	S	558,663	630,133	1,244,196	1,093,345	796,569	785,825	785,825
OPERATING TR	ANSFERS OUT							
525-8000-491.72-83	GROUP MEDICAL FUND	2,120	0	0	0	0	0	0
		-----	-----	-----	-----	-----	-----	-----
* OPERATING T	RANSFERS OUT	2,120	0	0	0	0	0	0
** OPERATING T	RANSFERS OUT	2,120	0	0	0	0	0	0
*** OPERATING T	RANSFERS OUT	2,120	0	0	0	0	0	0
		-----	-----	-----	-----	-----	-----	-----
**** BUILDING PE	RMITS	560,783	630,133	1,244,196	1,093,345	796,569	785,825	785,825
		560,783	630,133	1,244,196	1,093,345	796,569	785,825	785,825



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**Contract No. 1415-050**

**Titled: Building Permit Services**

**THIS CONTRACT**, made and entered into this 21<sup>st</sup> 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".

**WITNESSETH:**

**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**  
**Contract No. 1415-050**  
**Titled: Building Permit Services**

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](mailto: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**

**Contract No. 1415-050**

**Titled: Building Permit Services**

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

## **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**Contract No. 1415-050**

**Titled: Building Permit Services**

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,

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1415-050

**Titled: Building Permit Services**

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.

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

**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

## **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**Contract No. 1415-050**

**Titled: Building Permit Services**

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:**

## **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**Contract No. 1415-050**

**Titled: Building Permit Services**

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.



## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1415-050

**Titled: Building Permit Services**

**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.

## **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**Contract No. 1415-050**

**Titled: Building Permit Services**

**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**

**Contract No. 1415-050**

**Titled: Building Permit Services**

- 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**

**Contract No. 1415-050**

**Titled: Building Permit Services**

### **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](mailto: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.Piernel, Director  
Carson City Planning Division  
108 E. Proctor Street  
Carson City, NV 89701  
Telephone: 775-887-2262  
Fax: 775-887-2278  
[LPlernel@carson.org](mailto:LPlernel@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.

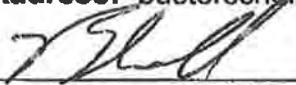
**CARSON CITY BUSINESS LICENSE #:** 14-

**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 21<sup>st</sup> 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 (.) ~~X~~

(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

RIGHT THUMBPRINT OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2  
Top of thumb here



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

**CONTRACT ACCEPTANCE AND EXECUTION:**

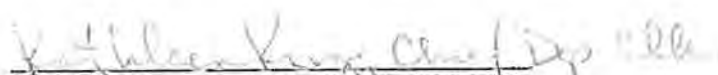
The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 21, 2014, approved the acceptance of **CONTRACT No. 1415-050**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

  
**ROBERT L. CROWELL, MAYOR**

DATED this 21<sup>st</sup> day of August, 2014.

**ATTEST:**

  
**ALAN GLOVER, CLERK-RECORDER**

DATED this 21<sup>st</sup> 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."

**R E C I T A L S:**

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.

**A G R E E M E N T**

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
CONSULTANT	Charles Abbott Associates, Inc. Attn: Buster Scholl, Regional Director 27401 Los Altos, Suite 220 Mission Viejo, California 92691

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.**

<b>Monthly Building Permit and Plan Review Fees Collected</b>	<b>Consultant % of Fees</b>
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**

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

**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:**

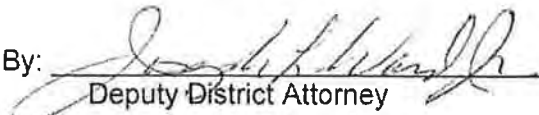
In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

**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 18<sup>th</sup> day of December, 2014.

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER  
DATED this 18<sup>th</sup> 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

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 1, 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



July 22, 2016

## RE: CHARLES ABBOTT ASSOCIATES INC. PERFORMANCE MEASURES 2015-2016

As of August 30, 2016, Charles Abbott Associates (CAA) will have completed its second year of deliverable to Carson City; this document is an updated self-assessment of how CAA has accomplished the objectives stated in the attached *Performance Measures Agreement*. During the second year, the Carson City building project valuation has increased by over 100%, and CAA's partnership within the City Permit Center continues to improve services while the work volume has increased. It is our opinion that this partnership is very successful among Staff, City Offices and the Public. The business partnership concept implemented in 2014 is now being attempted to replicate in the Northern Nevada Community due to the demonstrated success in Carson City. The following are evaluations of the performance measures for the second of service provided by CAA:

### Performance Measure: Plan Check and Permit Streamlining Exceeding Expectations

- 1. Initiate issuance of "over the counter" (i.e. same day) permits.** Building permits are issued to contractors and owners for emergency repairs, replacements, minor work, and smaller improvements that require very little review oversight. If these permits rely solely on a Building Division review, CAA will take the application and review these documents for code compliance while the customers are present. If any additional department's approvals are required, prompt coordination and communication with these other departments' takes place to allow the project to continue forward in a timely manner. As a result, three times as many "over the counter" permits were issued in year two as compared to the prior year.
- 2. First plan check for new construction: 15 working days for non-residential construction and 10 days for residential construction.** CAA structural reviews conducted off-site are achieved in less than 7-10 working days (well exceeding timeframe goals). Second reviews are achieved in less than a week in some cases. Over the last year, CAA staff has moved to work directly with design teams via conference calls and emails to reduce time gaps and increase communication concerning designs specification. CAA has aggressively moved forward to decrease processing and approval methods with other Department's permits. CAA is recommending that second review time frames should be established as (5) five working days for all permits throughout the City's Permit Center.
- 3. Plan check for additions, tenant improvements, re-checks within 7 working days.** This is being met. These project types are often more complex with issues unaddressed in prior years, and once identified must be corrected during this additional permit. To continue this success, CAA believes there needs to be more outreach workshops so the public understands building requirement and potential problem projects. These issues revolve usually around the Flood Hazards Area, Wildland Urban Interfere Code, and the Energy Conservation Codes. During the last year, three public workshops were offered to help inform, educate, and increase awareness among professionals and citizens concerning these minimum standards.

#### CHARLES ABBOTT ASSOCIATES, INC.

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4. **Routine, simple projects** (i.e. re-roof, patio covers, pools/spas, etc.). Fast track permits such as for water heaters, re-roofs, HVAC work, gas lines, and minor work requiring very little oversight. These applications are evaluated at the counter initially by the permit technicians, and if found to be minor, the application and design are reviewed immediately for code compliance. Some of these routine permit types have been designated as “over the counter.”

**Performance Measure: Customer Service Exceeding Expectations**

1. **Telephone and email inquiries are responded to within one working day.** If emails or phone messages are received, these are responded to either in the morning or afternoon of the day it was received. With as many as 700 inspections being done in a month, the Permit Center has begun a 24-hour inspection hotline to receive emails and voice mails. A dedicated inspection hot line has increased ability to answer day-to-day questions immediately, while also allowing more options to the customer calling in inspection. This can be requested anytime during the day or night. CAA’s believes the main phone during office hours should be answered by a live person, and our staff makes every attempt to answer all questions prior to transferring a call. This allows questions related to properties, building permits, homes sales, and ongoing projects to be answered timely, facilitating efficiency and effective day-to-day business practices.
2. **Written information describing permitting/application procedures is up-to date at all times.** Building handouts and checklists are continually updated and accessible in the office, on the internet, and are emailed to customers upon requested. Additional handouts were created this year to explain more technical aspects of the code to provide more common sense and understandable information. Owners often feel that these handouts should be step-by-step guides. However, these handouts can only explain standards and cannot design projects. As the building industry is experiencing a shortage of qualified personnel, the handouts cannot substitute for design requirements of professional work.
3. **Initiate flyers encouraging customer feedback.** In May 2016, the Permit Center staff began to include customer surveys with every permit issued. The results are returned to either the County Manager’s Office or the Community Development Department directly. CAA has also received comments through emails, written correspondence, and the Carson City Facebook account. Further, using the CAA mentoring program, Inspector personnel have to be continually mentored through a strict oversight process at least twice a year. This program ensures the quality of the inspection remains high and the permit holder has the opportunity to interact with senior level staff during normal inspections.
4. **Conduct Quality Control.** Quality is measured everyday by responses received from day-to-day customers. As of June 2016, CAA began Kazien II. Our staffs are reviewing comments addressed during the original Kazien with todays changed processes and how these processes can again be improved.
5. **Building web page is updated (eg. weekly, bi monthly, monthly).** This is completed and updated as needed. Handouts are created as additional services are identified.

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**Performance Measure: 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).** Inspectors currently use a one hour window for site arrival. When a customer calls for a time, the customer will be given the name of the inspector and a one hour window to expect the inspector's arrival to conduct the inspection. The Building Inspector can pick up courtesy inspections in the field, which allows already completed work to be inspected and approved while the inspector is in the area. Also, if an owner has to present for inspection for certain access issues, the CAA Inspectors are allowed time for specific assignments.
2. **Telephone access for changes.** The customers are able to contact the Building Inspector or the Building Official directly through the office or by cell phone for matters related to inspections and codes. This helps with general information leading to resolving conflicts between two or more parties related to work issues. Further, our staffs have begun to collect permit holder's telephone information when requesting inspections to help coordinate events at the inspection that may be unexpected.
3. **Courteous and professional conduct at all times.** During the year, CAA staff has received nothing but praise for the counter staff's efforts. CAA did not receive any complaints about inspection services. CAA attempts to always exceed customer expectations, in answering questions, addressing concerns, coordinating future work inspection timelines, and explaining code standards.

During the second year, as during the first, the main objective was to provide a higher level of customer service within the permit and inspection process. Customer service was the main priority identified throughout CAA time in Carson City. In the end, all CAA's process has been Customer Service driven.

Integration of Electronic Plan Check (EPC) processes has slowly moved forward. During the second year, a Technology Fund was established to allow additions and upgrades to the current systems. The design, development, and integration of the on-line electronic process have begun. The EPC process will begin testing in September 2016 and go live to the public by January 2017.

The "As-Built" permit process has been used extensively. The "As Built" covers construction that has taken place without permits. In over two dozen cases, undocumented and unpermitted work has been reviewed, permitted, inspected and approved using this process. This process has allowed a sound practical solution to undocumented work already constructed requiring permits.

In the future, CAA plans to continually improvement. CAA will participate in the Hotel/Motel Code Compliance Task Force. There is demand for educational workshops related to how the codes apply in general and to individual cases. There is a need for more counter service options as the permits applications go electronic with increased numbers of permits.



Shawn Keating  
Chief Building Official

**CHARLES ABBOTT ASSOCIATES, INC.**

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