



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** October 18, 2018

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

**Agenda Title:** For Presentation Only: To provide an annual update on building permit services provided by Charles Abbott Associates, LLC, under Contract No. 1415-050, as amended. (Lee Plemel, lplemel@carson.org)

**Staff Summary:** Charles Abbott Associates ("CAA") has provided building permit review and inspection services for Carson City since September 2014. The City pays CAA based on a percentage of the total building permit fees collected in accordance with the fee schedule in the contract. The CAA contract is automatically renewed each year until September 2, 2021, unless either party provides the required notice of termination. This agenda item is intended to provide an annual update on CAA's performance and other issues related to the building permitting and inspection services.

**Agenda Action:** Other/Presentation

**Time Requested:** 20 minutes

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## **Proposed Motion**

No action.

## **Board's Strategic Goal**

Efficient Government

## **Previous Action**

August 21, 2014: The Board of Supervisors approved Contract No. 1415-050 for CAA to provide building permit services.

December 18, 2014: The Board of Supervisors approved Amendment No. 1 to the Contract to expand services and amend the fee schedule.

May 4, 2017: The Board of Supervisors approved Amendment No. 2 to the Contract to revise the contract fee schedule to reduce the amount of fees paid for certain building permit revenue tiers.

## **Background/Issues & Analysis**

Under the contract, CAA provides a building official and the necessary number of employees to perform permit processing services, including permit reviews and inspections, in addition to other functions associated with the Building Division. CAA currently has six full-time employees located in the Community Development permit center, including a building official, two building inspectors, one plans examiner, and two permit counter technicians. In addition, CAA sends plans to off-site staff for review, as needed, to meet workload demand. CAA uses their own vehicles for inspections, and provides their own ancillary equipment for building permit functions. The City provides building space and associated furniture and equipment for the permit center and CAA employees.

The contract includes performance measures that identify the expectations of CAA in performing the building permit functions. Refer to the first attachment to the this staff report for CAA's response to the performance measures for the past year.

Staff would note that CAA has generally met the performance measures on a consistent basis. CAA has increased its staff over the last two years to meet the permit processing demands. City departments continue to work with CAA staff to improve the permit review process.

In the last year, the Building Division has moved towards electronic plan review, requiring all building permit applicants to submit an electronic copy of the permit plans so that plans can be routed and reviewed electronically. The tools to implement complete electronic plan submittal and review are not in place yet, but the new "ERP" permitting system that Community Development will be implementing in September 2019 will allow full electronic plan submittal and review.

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</u>	<u>CAA Fees</u>
The First \$20,000	70%
Between \$20,001 and \$40,000	65%
Between \$40,001 and \$100,000	50%
Over \$100,000	40%

A minimum level of staffing is required to operate the daily building permit operations, regardless of the level of building permit activity. Therefore, the percentage of fees paid is higher when the fees collected are lower. At higher levels of fee collections, staffing workload increases but the percentage of fees can be reduced.

A summary of the Building Fund revenues and expenditures for FYs 2016-18 follows, and the detailed budget with actual expenses is attached.

#### **Building Fund Revenues and Expenditures**

	FY16	FY17	FY18	Total
Revenues	\$1,205,281	\$1,242,500	\$1,138,671	\$3,586,452
Expenditures	\$1,151,720	\$1,105,347	\$1,169,668	\$3,426,735
Difference	\$53,561	\$137,153	-\$30,997	\$159,717

Following is a summary of the Building Permit revenues and the fees paid to CAA through the life of the contract to date. (Note: "Building Fund" revenues include other revenues, such as Engineering Permit fees, while CAA is paid strictly based on building permit revenues collected.)

#### **Contract Fees Paid**

	FY16	FY17	FY18	FY19*
Bldg. Permit Revenues	\$1,047,759	\$1,107,098	\$983,411	\$277,991
CAA Fees Paid	\$677,891	\$685,595	\$579,688	\$145,196

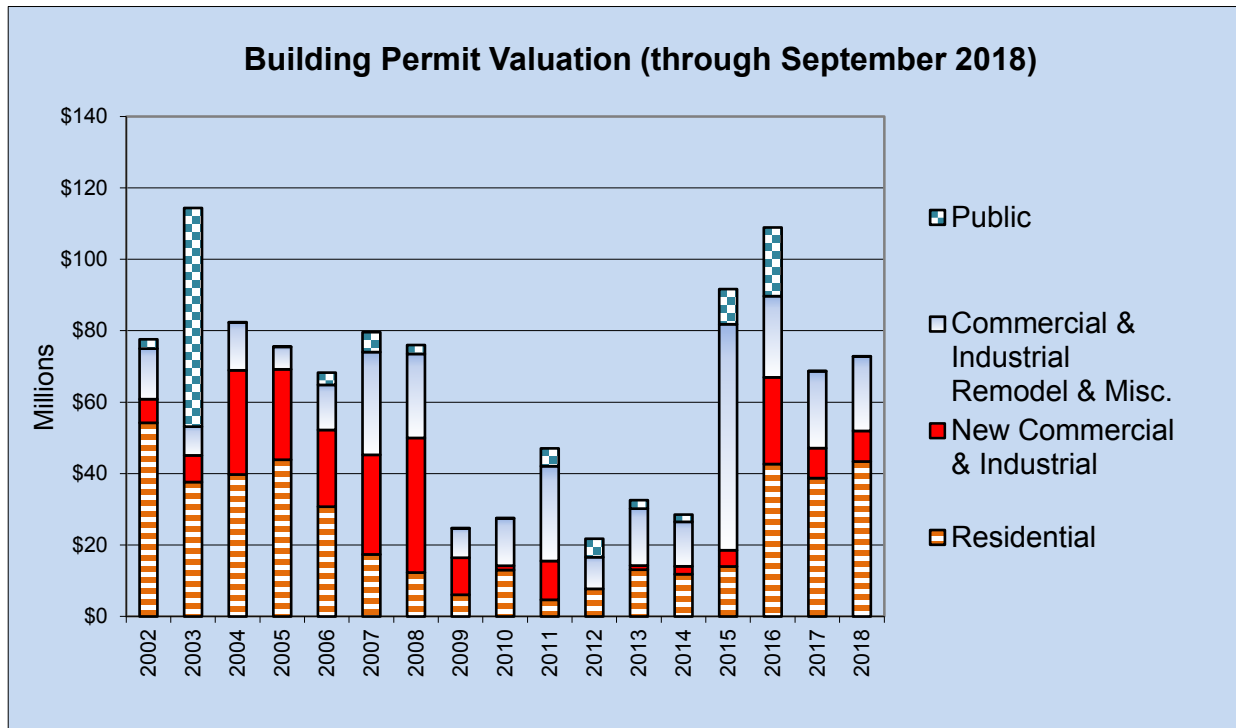
\* Through August 2018

The Community Development Department and Building Division work closely with the Nevada Builders Alliance (NBA) on issues related to the building permit process. City staff has reached out to the NBA for comments regarding CAA's performance. As of the writing of this staff report, staff has not received written comment regarding CAA's performance.

However, City management has generally received positive comments from the NBA and the building community in general regarding CAA's performance. Over the last two years, the Community Development Department has offered comment sheets for department services, including building permit processing and

inspection services. Attached are the comments and summary data from comment sheets that have been returned to the City Manager's office or Community Development office. The "average" rating for all services has been in the "Excellent" range.

Following is a chart showing the historic trend of total building permit valuation. Permit valuation is a general indicator of workload .



CAA staff will be available at the meeting to answer questions. Contact Lee Plemel at 283-7075 or lplemel@carson.org for any questions regarding this item.

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

N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: 525 Building Fund

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: Contract fees are paid based on a percentage of the Building Permit fees collected by the City.

**Alternatives**

**Attachments:**

- 1) CAA response to contract performance measures
- 2) Customer survey results - building permit processing services
- 3) Customer survey results - building inspection services
- 4) Building Fund budget, including prior years' actuals
- 5) Contract Amendment No. 2
- 6) Contract Amendment No. 1
- 7) Complete Contract and Scope of Work

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



September 28, 2018

## RE: CHARLES ABBOTT ASSOCIATES INC. PERFORMANCE MEASURES 2017-2018

As of August 30, 2018, Charles Abbott Associates (CAA) will have completed its fourth 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 fourth year, the Carson City building project valuation has exceeded 2017 year end valuation, 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 has been replicated in the Northern Nevada Communities due to the demonstrated success in Carson City. The following are evaluations of the performance measures from the fourth year of services provided by CAA:

### Performance Measure: Plan Check and Permit Streamlining Meeting 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.
2. **First plan check for new construction: 15 working days for non-residential construction and 10 days for residential construction.** First reviews are being completed within the specified time frame as set forth in the contract. Second reviews are expedited and typically completed within 5 working days. 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 is continuing to explore methods internally with other departments to decrease processing timeframe and increase approval methods. As part of this initiative we are currently in the process of evaluating and updating construction handouts to streamline the application process, please refer to the 2018 codes handout as an example of the updates that are taking place.
3. **Specialty reviews performed by CAA.** (Structural and Fire), have been achieved by CAA digitally in less than 5 working days, allowing for these comments to be integrated in the plan review process to facilitate our goal of (exceeding timeframe goals).

### 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 an average of over 800 inspections being

CHARLES ABBOTT ASSOCIATES, INC.

27401 LOS ALTOS • SUITE 220 • MISSION VIEJO, CA 92691

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done in a month, the Permit Center has maintained a 24-hour inspection hotline to receive emails and voice mails. A dedicated inspection hotline 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. **Mentorship and sustainability program.** We are working with interns in the community that show an interest in the inspection trade. They are supplied with resources to explore the inspection programs. There are additional resources that we are adding to this program to ensure the quality of inspections remain high and the permit holder has the opportunity to interact with senior level staff during normal inspections.

### **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 be 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.
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 fourth 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 processes have been Customer Service driven.

Corey Coleman, MCP  
Chief Building Official

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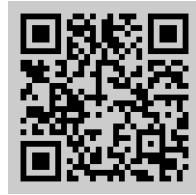
INTERNATIONAL RESIDENTIAL CODE



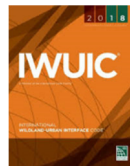
INTERNATIONAL BUILDING CODE



INTERNATIONAL ENERGY CONSERVATION CODE



INTERNATIONAL WILDLAND URBAN INTERFACE CODE



INTERNATIONAL FUEL GAS CODE



INTERNATIONAL MECHANICAL CODE



INTERNATIONAL SPA POOL CODE



INTERNATIONAL FIRE CODE



INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE



INTERNATIONAL PROPERTY MAINTENANCE CODE



INTERNATIONAL EXISTING BUILDING CODE



UNIFORM PLUMBING CODE



UNIFORM MECHANICAL CODE



UNITED STATES GEOLOGICAL SOCIETY





FEDERAL EMERGENCY MANAGEMENT ACT



FEMA



NEC Coming SOON

<https://earthquake.usgs.gov/designmaps/us/application.php>

<https://msc.fema.gov/portal/search?AddressQuery=47108%20&%2047%20N%20CHERRY%20ST%20Hammond,%20LA#searchresultsanchor>

<https://www.the-qr-code-generator.com/>

<https://codes.iccsafe.org/public/collections/I-Codes> ( 2018, 2015, 2012, 2009)

File Path and update



**Building Permit Processing  
Customer Survey Results**

9/27/2018  
Attachment 2

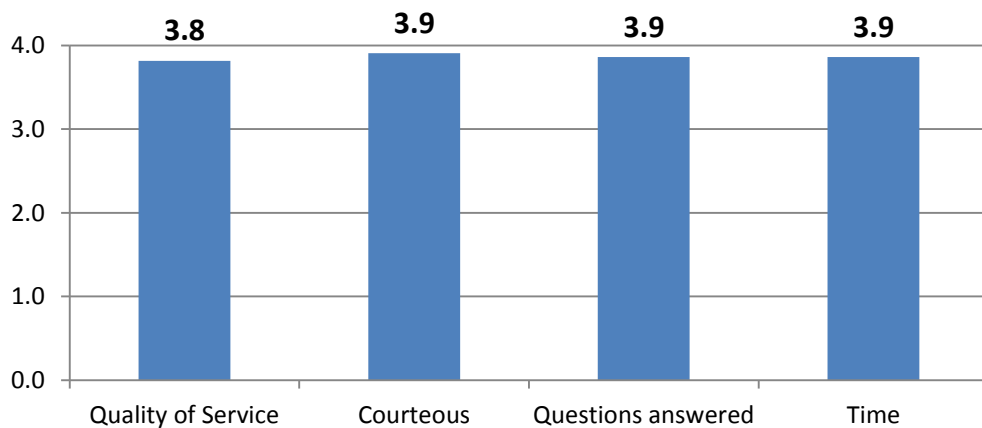
Quality of Service	Courteous	Questions answered	Time	4 Excellent 3 Very Good 2 Satisfactory 1 Needs Improvement	
3.8	3.9	3.9	3.9	Average	
				Comments	Date
4	4	4	4	4 Always helpful courteous and prompt	
4	4	4	4	4 Service was very professional and quickly attended to. 4 Good personnel? Thank you!!	
4	4	4	4	4 Very professional always!!!	
4	4	4	4		
4	4	4	4		
4	4	4	4	4 Both Amy and Sabrina are very willing to answer questions-very honest about scheduling with insp. which shows integrity. Matt is also great! He'll be there. Very thorough and helpful.	8/1/2016
4	4	4	4	4 Amy does a great job; very courteous and	8/1/2016
4	4	4	4	4 Since Shawn Keating has been the official, the Building Dept has been exceptional. All the personnel at the front desk are professional and courteous. Always a pleasure dealing all the CCBD if you have all the required documents.	8/1/2016
4	4	4	4	4 Easy to work with. Great explanations. Vey helpful. Every staff member I interfaced with was very professional, and I had many questions. Next day appointments is outstanding.	10/12/2016
4	4	4	4		10/25/2016
1	2	1	1		10/31/2016
4	4	4	4		11/7/2016
3	4	4	4	4 Amy is awesome & friendly. The blonde lady is helpful, but not as friendly. She's not up front very often, though. Inspectors are helpful also.	11/14/2016
4	4	4	4	4 BD staff went above and beyond to assist me in the procurement of this permit #16-1314. They understand the importance of keeping business moving through construction. Always a pleasure to	1/12/2016
4	4	4	4		2/7/2017
4	4	4	4	4 This was for use conversion at Skyline Estates on Mnt. Street. Shawn went above and beyond w/ review, inspections, changes, coordination with Fire, etc. If all cities had building officials as competent as Shawn, the world of construction would be a better place.	3/1/2017
4	4	4	4		3/10/2017

**Building Permit Processing  
Customer Survey Results**

9/27/2018

4	4	4	4	Ladies in office are so awesome & helpful. Inspectors so very helpful & answered all questions.	4/27/2017
4	4	4	4		
4	4	4	4	Your inspectors are very kind and helpful. Thank you all.	10/7/2017
4	4	4	4	Our contractor handled obtaining permit. The inspector who signed off was very courteous.	11/28/2017
4	4	4	4	James Wentworth did out on-site inspection. He was kind and courteous. It was a pleasure interacting with him. We loved hearing what an amazing job our contractor did with our re-roofing.	1/3/2018
4	4	4	4	Kathy Phelan was prompt and curteous with one request. She went above and beyond.	1/23/2018
4	4	4	4	The best building department ever!	2/9/2018
4	4	4	4	You guys are the best. I cannot express my appreciation for the fast turn-around in getting my plans approved and then to get my changes in the original plans approved. The girls at the desk were WONDERFUL. Thank you for making this part of construction go smoothly.	2/9/2018
4	4	4	4	I am very happy with how helpful and friendly every person in the department has been. Thanks.	2/12/2018

**Building Permits Average Survey Scores**

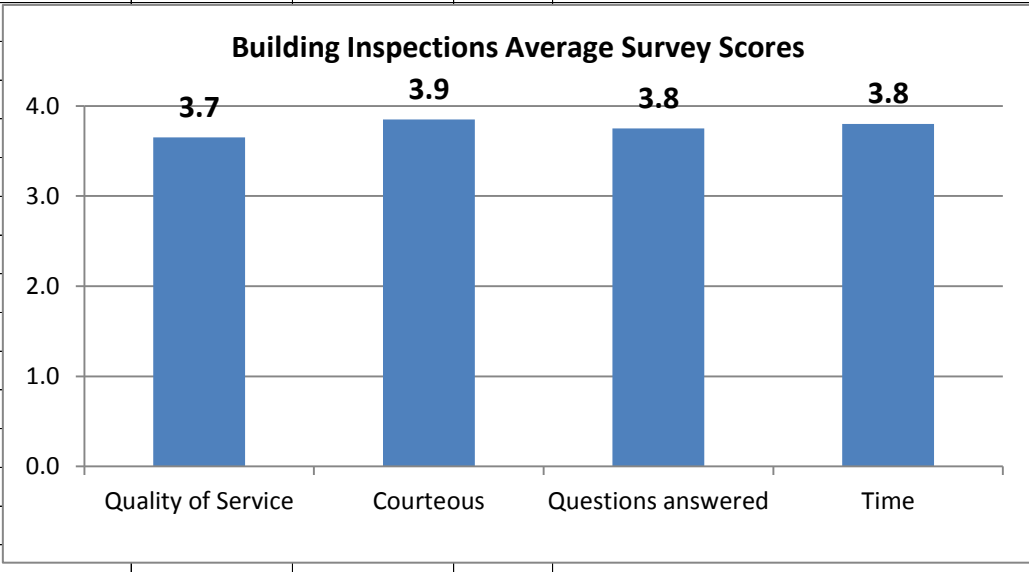


**Building Inspection Services  
Customer Survey Results**

Quality of Service	Courteous	Questions answered	Time	4 Excellent 3 Very Good 2 Satisfactory 1 Needs Improvement	
3.7	3.9	3.8	3.8	Average	
				Comments	
					Date
4	4	4	4	4	Matt is very professional and knows his job
3	4	4	4	4	Pete Jensen
4	4	4	4	4	Both Amy and Sabrina are very willing to answer questions-very honest about scheduling with insp. which shows integrity. Matt is also great! He'll be there. Very thorough and helpful.
4	4	4	4	4	Since Shawn Keating has been the official, the Building Dept has been exceptional. All the personnel at the front desk are professional and courteous. Always a pleasure dealing all the CCBD if you have all the required documents.
4	4	4	4	4	
1	2	1	1	1	
4	4	4	4	4	
3	4	4	4	4	Amy is awesome & friendly. The blonde lady is helpful, but not as friendly. She's not up front very often, though. Inspectors are helpful also.
3	4	3	4	4	It would be helpful to have someone call and confirm a requested inspection, since you have no idea if your request was properly received and if it was granted until the inspector shows up at your door.
4	4	4	4	4	
4	4	4	4	4	This was for use conversion at Skyline Estates on Mnt. Street. Shawn went above and beyond w/ review, inspections, changes, coordination with Fire, etc. If all cities had building officials as competent as Shawn, the world of construction would be a better place.
4	4	4	4	4	Ladies in office are so awesome & helpful. Inspectors so very helpful & answered all questions.
4	4	4	4	4	Both the receptionists and inspector were absolutely terrific!
4	4	4	4	4	Good job on new inspector selection.
4	4	4	4	4	Your inspectors are very kind and helpful. Thank you all.
4	4	4	4	4	Our contractor handled obtaining permit. The inspector who signed off was very courteous.

**Building Inspection Services  
Customer Survey Results**

4	4	4	4	4	James Wentworth did out on-site inspection. He was kind and courteous. It was a pleasure interacting with him. We loved hearing what an amazing job our contractor did with our re-roofing.	1/3/2018
4	4	4	4	4	James was great!	1/26/2018
4	4	4	4	4	We appreciate the inspector's timely arrival and professionalism. James was very personable ad willingly answered all our questions. It was a great experience.	1/31/2018
3	3	3	3	3	On the first visit I had to rechedule as I was heading off to a class. However, he rescheduled 24 hours later. Perhaps a phone call before arrival would save the inspector time?	3/27/2018



PREPARED 10/03/18, 14:14:37  
PROGRAM GM601L

BUDGET PREPARATION WORKSHEET  
FOR FISCAL YEAR 2019

Draft  
FY18

PAGE 1  
ACCOUNTING PERIOD 13/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 16 ACTUALS	FY 17 ACTUALS	FY 18 ADJUSTED BUDGET	Y-T-D ACTUALS	ESTIMATED FY 2018	TENTATIVE FY 2019	FINAL FY 2019
MISCELLANEOUS REVENUE								
GIFTS/DONATIONS								
525-0000-365.85-01	TECHNOLOGY UPGRADES	41,883	0	0	0	0	0	0
*	GIFTS/DONATIONS	41,883	0	0	0	0	0	0
**	MISCELLANEOUS REVENUE	41,883	0	0	0	0	0	0
PROPRIETARY REVENUES								
USER FEES AND CHARGES								
525-0000-370.10-00	BUILDING PERMIT FEES	1,047,759	1,107,098	1,167,867	983,411	845,526	845,526	845,526
525-0000-370.12-00	ENGINEERING FEES	102,127	111,551	100,000	134,097	121,000	110,000	110,000
525-0000-370.22-00	GROWTH MANAGEMENT FEES	9,700	21,600	10,000	15,900	10,000	10,000	10,000
*	USER FEES AND CHARGES	1,159,586	1,240,249	1,277,867	1,133,408	976,526	965,526	965,526
INTEREST EARNED								
525-0000-377.02-00	INTEREST INCOME	2,278	5,381	1,000	5,269	3,000	1,000	1,000
525-0000-377.03-00	NET INC IN FAIR VALUE INV	1,534	3,130	0	206	0	0	0
*	INTEREST EARNED	3,812	2,251	1,000	5,063	3,000	1,000	1,000
MISCELLANEOUS								
525-0000-378.16-00	MISC. OTHER INCOME	0	0	0	200	0	0	0
*	MISCELLANEOUS	0	0	0	200	0	0	0
**	PROPRIETARY REVENUES	1,163,398	1,242,500	1,278,867	1,138,671	979,526	966,526	966,526
***	BUILDING PERMITS	1,205,281	1,242,500	1,278,867	1,138,671	979,526	966,526	966,526

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 16 ACTUALS	FY 17 ACTUALS	FY18 ADJUSTED BUDGET	Y-T-D ACTUALS	ESTIMATED FY 2018	TENTATIVE FY 2019	FINAL FY 2019
<b>BUILDING PERMITS</b>								
Salaries and Wages								
525-3014-424.01-01	SALARIES	63,098	64,707	138,876	117,113	118,365	138,211	138,211
525-3014-424.01-02	HOURLY / SEASONAL	0	0	54,000	42,230	25,000	25,000	25,000
525-3014-424.01-03	ADMINISTRATIVE PAY	0	164	0	257	0	0	0
525-3014-424.01-06	MANAGEMENT LEAVE PAY	753	540	0	895	113	0	0
525-3014-424.01-07	ANNUAL LEAVE PAYOFF	194-	197	0	3,354	0	0	0
525-3014-424.01-08	SICK LEAVE PAYOFF	25,283	37,303-	0	1,058	0	0	0
525-3014-424.01-11	OVERTIME	11	0	0	0	0	0	0
525-3014-424.01-16	HOLIDAY PAY	247-	0	0	0	0	0	0
* Salaries and Wages		88,704	28,305	192,876	164,907	143,478	163,211	163,211
<b>EMPLOYEE BENEFITS</b>								
525-3014-424.02-25	MEDICARE	931	953	2,028	2,364	2,119	2,401	2,401
525-3014-424.02-30	RETIREMENT	17,786	18,315	38,885	33,115	33,174	38,699	38,699
525-3014-424.02-40	GROUP INSURANCE	8,691	8,829	19,547	15,094	15,104	20,716	20,716
525-3014-424.02-50	WORKERS' COMPENSATION	525	649	2,766	2,934	2,626	2,809	2,809
525-3014-424.02-60	EDUCATION INCENTIVE	150	138	125	125	125	125	125
525-3014-424.02-65	CLOTHING ALLOWANCE	0	0	700	1,200	600	1,200	1,200
525-3014-424.02-70	CAR ALLOWANCE	393	392	391	390	391	391	391
525-3014-424.02-71	PHONE ALLOWANCE	192	186	193	1,328	964	1,159	1,159
525-3014-424.02-86	OPEB COST	7,054	5,862	7,759	6,221-	7,759	8,535	8,535
525-3014-424.02-87	GASB 68 PENSION EXPENSE	1,492	1,034	0	2,551	1,034	1,034	1,034
* EMPLOYEE BENEFITS		37,214	36,358	72,394	52,880	63,896	77,069	77,069
<b>SERVICE AND SUPPLIES</b>								
525-3014-424.03-09	PROFESSIONAL SERVICES	677,892	685,595	640,393	580,615	559,183	559,183	559,183
525-3014-424.03-12	AUDITING FEES	2,273	1,999	2,400	1,676	2,400	1,668	1,668
525-3014-424.03-17	BANKING SERVICES	5,907	12,948	4,500	15,326	4,500	4,500	4,500
525-3014-424.03-30	TRAINING	300	0	1,000	6,129	1,000	1,000	1,000
525-3014-424.03-49	CONTRACTUAL SERVICES	0	920	16,000	14,763	10,000	10,000	10,000
525-3014-424.04-32	MAINT. SERV. CONTRACTS	403	453	1,000	104	1,000	1,000	1,000
525-3014-424.04-33	SOFTWARE MAINTENANCE CONT	13,457	11,461	11,500	15,399	11,500	11,500	11,500
525-3014-424.04-35	VEHICLE REPAIR & MAINT.	230	0	500	0	500	500	500
525-3014-424.04-45	BUILDING RENTAL	51,403	51,403	51,403	51,403	51,403	51,365	51,365
525-3014-424.05-42	PRINTING/ADVERTISING	0	0	700	0	700	700	700
525-3014-424.05-45	MEMBERSHIP / PUBLICATIONS	380	240	1,350	582	1,350	1,350	1,350
525-3014-424.05-80	TRAVEL	0	0	3,000	0	2,000	2,000	2,000
525-3014-424.05-82	MILEAGE	0	0	100	0	100	100	100
525-3014-424.06-01	OFFICE SUPPLIES	806	2,030	2,000	1,627	2,000	1,000	1,000
525-3014-424.06-02	POSTAGE/SHIPPING	20	52	500	0	500	500	500
525-3014-424.06-25	OPERATING SUPPLIES	1,455	4,290	2,250	3,990	2,250	3,250	3,250
525-3014-424.06-45	BOOKS / PERIODICALS	117	0	2,500	698	1,500	1,500	1,500
525-3014-424.06-60	VEHICLE FUEL/OIL	0	0	3,000	0	0	0	0
525-3014-424.06-74	SMALL TOOLS / INSTRUMENTS	0	0	2,000	0	1,000	1,000	1,000
525-3014-424.06-75	SMALL FURNISHINGS	0	1,428	1,000	809	1,000	1,000	1,000

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 16 ACTUALS	FY 17 ACTUALS	FY18	Y-T-D ACTUALS	ESTIMATED FY 2018	TENTATIVE FY 2019	FINAL FY 2019	
				ADJUSTED BUDGET					
525-3014-424.06-85	TECHNOLOGY UPGRADES	0	8,925	0	960	32,958	32,958	32,958	
525-3014-424.06-94	REFUNDS AND REIMBURSEMENT	112	0	1,000	0	1,000	1,000	1,000	
525-3014-424.07-10	TELEPHONE	2,145	2,290	2,500	2,351	2,500	2,500	2,500	
525-3014-424.07-12	POWER	1,183	962	1,600	900	1,600	1,600	1,600	
525-3014-424.07-13	HEATING	355	365	400	355	400	400	400	
525-3014-424.09-01	ISC: GENERAL FUND	176,940	167,172	151,404	151,404	151,404	227,500	227,500	
525-3014-424.09-15	ISC: INSURANCE	70,000	70,000	70,000	70,000	70,000	70,000	70,000	
525-3014-424.12-99	GRANT ALLOC/ DIRECT BILL	20,424	18,157	0	32,790	0	0	0	
525-3014-424.24-50	CASH SHORT / OVER	0	6-	0	0	0	0	0	
-----		-----		-----		-----		-----	
*	SERVICE AND SUPPLIES	1,025,802	1,040,684	974,000	951,881	913,748	989,074	989,074	
**	BUILDING & SAFETY	1,151,720	1,105,347	1,239,270	1,169,668	1,121,122	1,229,354	1,229,354	
***	PUBLIC WORKS	1,151,720	1,105,347	1,239,270	1,169,668	1,121,122	1,229,354	1,229,354	
-----		-----		-----		-----		-----	
****	BUILDING PERMITS	1,151,720	1,105,347	1,239,270	1,169,668	1,121,122	1,229,354	1,229,354	
-----		-----		-----		-----		-----	
		1,151,720	1,105,347	1,239,270	1,169,668	1,121,122	1,229,354	1,229,354	

## AMENDMENT FOR CONTRACT

Contract #: # 1415-050  
 Title: Building Permit Services  
 Amendment # 2

If Consideration will be amended, please indicate amount: See Attached

Reason for amendment: Compensation Schedule has been revised (see attached).

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.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:


(1) City Department: Community Development

Name/Title: Lee Plemel, Community Development Director

Signature:  Date: 5/4/17


(2) District Attorney's Office:

Name/Title: Deputy District Attorney

Signature:  Date: 5/4/2017

(3) Carson City Purchasing and Contracts:

Name/Title: Laura Rader, Purchasing and Contracts Administrator

Signature:  Date: 5/5/17

(4) Charles Abbott Associates, Inc.:

Name/Title: Buster Scholl, CBO

Signature:  Date: 5/4/17



**REVISED EXHIBIT A**

**SECTION I:**

Attachment I, Compensation Schedule, of Exhibit A of Contract #1415-050, is amended to modify , 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, 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.

<b>Monthly Building Permit and Plan Review Fees Collected</b>	<b>Consultant % of Fees</b>
The first \$20,000 .....	70%
Additional amounts between \$20,001 and \$40,000 .....	65%
Additional amounts <del>over \$40,000</del> <u>between \$40,001 and \$100,000</u> ...	<del>60%</del> <u>50%</u>
<u>Additional amounts over \$100,000</u> .....	<u>40%</u>

**Replacement Permit Technician:**

If the remaining City Permit Technician leaves, CAA ~~will~~ may 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

**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**

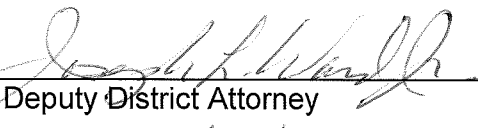
Finance Director  
Attn: Kim Belt, Purchasing and  
Contracts Manager  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
KBelt@carson.org

**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



# 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)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

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

10<sup>th</sup> day of December, 2014, by

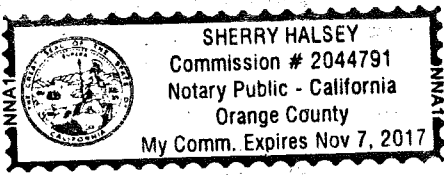
(1) Buster scholl  
Name of Signer

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

(and)  
(2) \_\_\_\_\_  
Name of Signer

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

Signature *Sherry Halsey*  
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 for services of Ind. Contractor Amendment No. 1 - contract No.

Document Date: 12/10/2014 Number of Pages: 5 1415 - 050  
(including Notary Form.)

Signer(s) Other Than Named Above: NA.

**RIGHT THUMBPRINT OF SIGNER #1**  
Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
Top of thumb here

**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 ~~strike through~~):

#### 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 ~~striketthrough~~):

(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 ~~striketthrough~~):



**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

**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](mailto: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 state claim and that this amount will be deducted from the state 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 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](mailto:LPlemel@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 \_\_\_\_\_ )

) ss

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

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

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

(Notary Stamp)

*Please see attached  
Notarization form*

\_\_\_\_\_

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

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

~~\_\_\_\_\_  
Signature of Document Signer No. 1~~

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

State of California

County of Orange

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

(1) Buster Scholl  
Name of Signer

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

(2) ~~\_\_\_\_\_  
(and  
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:**

*for Kathleen King, Chief Dep Clk*  
**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 currently adopted building codes, 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 of Occupancy for buildings and structures. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.
- (4) Check for compliance with all applicable codes adopted by City, including, but not limited to: International Building, Residential, Mechanical, Plumbing, Electrical, Swimming Pool and Spa, Property Maintenance, Existing Building, Energy Conservation, Fuel Gas Codes, the ICC/ANSI A117.1 Standard, Northern Nevada Amendments and any applicable State of Nevada or Carson City code or regulation.
- (5) Review and approve building/structural revisions to plans required during construction.
- (6) Calculate building permit and plan check fees, and review permit issuance.
- (7) Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Department, Planning Division, the Fire Department and the Health Department. This also includes Building Division review, comment and provision of “conditions of approval” for site plans and building plans as part of discretionary planning applications.
- (8) Plans not checked by Consultant at City’s Community Development Department shall be plan checked at Consultant’s local offices via overnight mail or by electronic plan review.



- (9) Electronic plan review will be available by consultant via e-PlanSoft or with PDF files.

#### Building Inspection Services

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

#### Building Code Enforcement

- (19) Provide inspection, investigation, and enforcement for violations to all the above-referenced building and safety codes and regulations, as well as other adopted City ordinances which relate to building and safety issues, such as various sections of City's Nuisance Ordinance.

- (20) Prepare building and safety code violation cases for submittal to the District Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
- (21) During inspections issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.

Building Counter Operation (Back Up)

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

### Building Division Administration

- (29) Within thirty days of the commencement of this Agreement, Consultant shall assemble and review all existing City policies, ordinances and conditions pertaining to Building Division operations and document any areas of insufficient, incomplete or missing information. Based on this review, Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions and present a report to the Community Development Department for consideration.
- (30) Consultant shall: a) provide to City the technical assistance necessary to update the building and safety codes in accordance with the schedules established by City; and, b) prepare City's code ordinance update and attend the Board of Supervisors meeting. In addition, the Consultant shall coordinate with the Fire Department regarding periodic updates to the International Fire Code and ensure that City's building and safety codes and the changes to the International Fire Codes are cross-referenced.

### Performance Monitoring

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

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

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

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

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

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

## 2. Performance Standards

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

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

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

- Plan Check - The initial check of building plans for commercial and industrial shall be completed with 15 working days, and plans for residential buildings shall be completed within ten (10) working days or less from the date of plan submittal.
- All rechecks of building plans shall be completed within seven (7) working days or less from resubmittal, with most rechecks completed within 24 hours of resubmittal.

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

### 3. Term

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

4. Payment for Services

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

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

5. Ownership of Documents and Drawings

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

6. Consultant to Supply Instrumentalities

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

7. Licenses: Standard of Care

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

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

8. Legal Responsibilities

Consultant shall keep itself informed of all State and Federal laws and regulations which

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

9. Non-Assignability

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

10. Subcontracting Subject to Approval.

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

11. Independent Contractor

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

12. Administration

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

13. Progress

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

14. Cooperation of City

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

15. Confidentiality

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

16. Conflicts of Interest

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

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

17. Indemnification

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

18. Insurance

Without limiting Consultant's indemnification of City as described in paragraph 17, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement, policy or policies of liability insurance of the type and amounts described below and satisfactory to the District Attorney. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf. Said policy or policies shall be with insurance carriers admitted to do business in the State of Nevada. Said policies shall add as an additional insured City of Carson City, and its Board members, officers, employees, agents, and representatives for



all liability arising from Consultant's performance of services pursuant to this Agreement. This insurance shall be primary to any insurance maintained by City. City insurance shall not contribute to any judgment rendered against City.

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

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

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

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

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

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

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

#### 19. Non-Discrimination by Consultant

Consultant represents and agrees that Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment,

upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20. City's Right to Employ Other Consultants

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

21. Consultant's Records

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

22. Notices

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

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

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services described in this Agreement hereto by Consultant for City and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not

embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

24. Attachments

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

25. Governing Law

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

26. Termination

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

27. Breach of Agreement

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

28. Attorney's Fees

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

29. Severability

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

30. Successors and Assigns

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

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>



## BENEFITS OF CONTRACTING BUILDING & SAFETY SERVICES

- The client does *not* have to agonize over *personnel issues* such as hiring, firing, training absenteeism, salaries, benefits, or retirement obligations
- Building & Safety is staffed to *match* resources to workload
- The total contract cost of Building & Safety is covered by a percent of fee. Therefore, the cost to the jurisdiction will *never* be more than the revenue collected.
- The *cost of training* is a cost of doing business for CAA, and is *included* in the contract pricing.
- CAA supplies paperless plan review, computerized permit issuing and tracking software and hardware as a *part of our service*.
- Contracting provides management with *more control* over the Building & Safety function. CAA routinely works under contracts that have 30 day, no fault termination clauses
- CAA personnel are selected for their technical ability as well as their *interpersonal skills*.
- We *guarantee* 10 working days turn around on all first plan checks and 5 working days turn around on second plan checks. We strive to complete minor plan checks over the counter. We *guarantee* same day inspections 100% of the time.
- We strive for efficiency in our operations. *Efficiency* is the key to our profitability and our very existence.

What you can expect by contracting for a percentage of fees collected:

1. A fully operational "Turn Key" Building Department
2. An experienced, credentialed staff of proven professionals
3. Computerized permit issuance and tracking system
4. Electronic plan review
5. Complete and accurate accounting
6. CAA will offer employment to those existing City employees
7. ISO ratings in the highest 2% in the country

Thank you for taking the time to read through this letter. Should you need additional information, feel free to visit our website at caaprofessionals.com or call 530-4980.

Sincerely,

Buster Scholl, CBO  
Regional Director  
Charles Abbott Associates, Inc.

CHARLES ABBOTT ASSOCIATES, INC.  
27401 LOS ALTOS, SUITE 220, MISSION VIEJO, CA 92691  
TOLL FREE: (866) 530-4980 • PHONE: (949) 367-2852  
FAX: (949) 367-2852  
EMAIL: INFO@CAAPROFESSIONALS.COM

BUILDING & SAFETY / ENGINEERING  
ENVIRONMENTAL / FIRE PREVENTION



RAY PROFFITT, CBO

CHARLES ABBOTT ASSOCIATES, INC.  
P.O. Box 51780 • SPARKS, NV 89435  
TOLL FREE: (866) 530-4980 • PHONE: (775) 813-0152  
EMAIL: RAYPROFFITT@CAAPROFESSIONALS.COM  
WWW.CAAPROFESSIONALS.COM

BUILDING & SAFETY / ENGINEERING  
ENVIRONMENTAL / FIRE PREVENTION



BUSTER SCHOLL, CBO  
REGIONAL DIRECTOR

CHARLES ABBOTT ASSOCIATES, INC.  
27401 LOS ALTOS, SUITE 220 • MISSION VIEJO, CA 92691  
TOLL FREE: (866) 530-4980 • CELL: (949) 279-4241 • FAX: (949) 367-2852  
EMAIL: BUSTERSCHOLL@CAAPROFESSIONALS.COM  
WWW.CAAPROFESSIONALS.COM

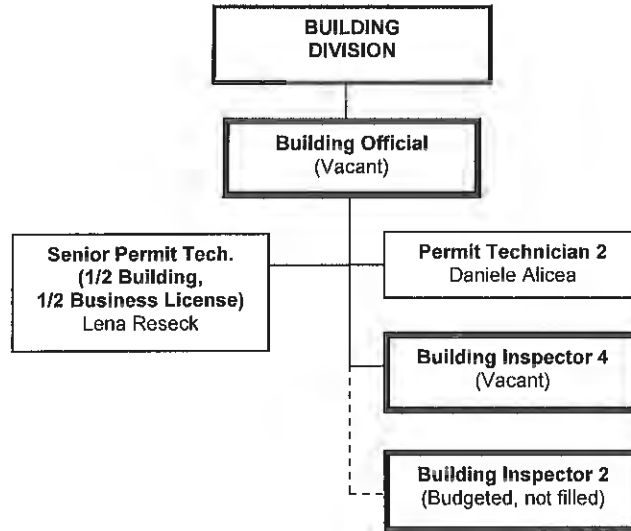
REFERENCES	SERVICES	SINCE
<b>City of Duarte</b> Craig Hensley, Community Dev. Director (626) 386-6835 1600 Huntington Dr, La Palma, CA 91010	Building & Safety Inspection & Plan Check, Code Administration=	<b>2013</b>
<b>City of La Palma</b> Douglas Dumhart, Community Dev. Director (714) 690-3340 7822 Walker Street, La Palma, CA 90623	Building & Safety	<b>2012</b>
<b>City of Laguna Hills</b> Mr. Bruce Channing, City Manager (949) 707-2600 24035 El Toro Road, Laguna Hills, CA 92653	Building & Safety	<b>2012</b>
<b>City of Los Alamitos</b> Mr. Steven Mendoza, Community Dev. Director (714) 431-3538 3191 Katella Avenue, Los Alamitos, CA 90270	Building & Safety Environmental	<b>2011</b>
<b>City of Adelanto</b> D. James Hart, Ph.D., City Manager (760) 246-2300 11600 Air Expressway, Adelanto, CA 92301	Building & Safety	<b>2010</b>
<b>City of Cypress</b> Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection	<b>2008</b>
<b>City of Rancho Santa Margarita</b> Ms. Kathleen Haton, Dev. Services Dir. (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	Building & Safety Environmental Public Works Code Enforcement	<b>2007</b>
<b>City of Laguna Niguel</b> Mr. Dan Fox, Community Development Director (949) 362-4313 30111 Crown Valley Parkway, Laguna Niguel, CA 92677	Building & Safety Public Works Street Maintenance	<b>2006</b>
<b>City of Fountain Valley</b> Mr. Andrew Peria, Community Dev. Director (714) 593-4436 10200 Slater Avenue, Fountain Valley, CA 92708-4736	Building & Safety	<b>2005</b>
<b>City of Stanton</b> Mr. Omar Dadabhoy, Community Dev. Director (714) 890-4213 7800 Katella Avenue, Stanton, CA 90680	Building & Safety	<b>2005</b>
<b>City of Aliso Viejo</b> Mr. David Doyle, City Manager (949) 425-2500 12 Journey, Suite 100, Aliso Viejo, CA 92656	Building & Safety City Engineering Code Enforcement	<b>2003</b>
<b>Town of Pahrump/Nye County</b> Ms. Pam Webster, County Manager	Building & Safety Environmental	<b>1998</b>



(775) 751-7075 400 N. Highway 160, Pahrump, NV 89060		
<b>City of Mission Viejo</b> Ms. Elain Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Building & Safety Public Works Plan Check Public Works Inspection	<b>1996</b>
<b>City of Camarillo</b> Mr. Bruce Feng, City Manager (805) 388-5307 601 Carmen Drive, Camarillo, CA 93010	Building & Safety	<b>1995</b>
<b>City of Yucaipa</b> Mr. Ray Casey, City Manager (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Building & Safety Engineering Support Fire Marshall Services	<b>1993</b>
<b>Town of Yucca Valley</b> Mr. Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Building & Safety Town Engineering Public Works Inspection	<b>1994</b>
<b>City of Twentynine Palms</b> Mr. Richard Warne, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	Building & Safety City Engineering Traffic Engineering	<b>1993</b>
<b>Town of Apple Valley</b> Mr. Frank Robinson, Town Manager (760) 240-7000 14955 Dale Evans Parkway, Apple Valley, CA 92307	Building & Safety Public Work Administration Town Engineering	<b>1992</b>
<b>City of Hidden Hills</b> Ms. Cheri Paglia (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety City Engineering	<b>1991</b>
<b>City of Moorpark</b> David Bobardt, Community Development Director (805) 517-6281 799 Moorpark Avenue, Moorpark, CA 93021	Building & Safety	<b>1989</b>
<b>City of Palos Verdes Estates</b> Anton Dahlerbruch, City Manager (310) 378-0383 340 Palos Verdes Drive West, Palos Verdes, CA 90274	City Engineering Building & Safety Code Enforcement	<b>1985</b>
<b>City of Riverdale</b> Ms. Camilla Moore, Community Dev. Director (770) 909-5480 971 Wilson Road, Riverdale, GA 30296	Building & Safety	<b>2013</b>
<b>City of Palmetto</b> William Shell, City Administrator (770) 463-3377 509 Toombs Street, Palmetto, GA 30268	Building & Safety	<b>2013</b>
<b>City of Peachtree Corners</b>	Building & Safety	<b>2013</b>

<p>Ms. Diann Wheeler, Community Dev. Director (678) 691-1200 147 Technology Parkway, Peach Tree Corners, GA 30092</p>		
<p><b>City of Griffin</b> Kenny Smith, City Manager (770) 229-6406 100 South Hill Street, Griffin, GA 30223</p>	<p>Building &amp; Safety</p>	<p><b>2014</b></p>
<p><b>City of Manchester</b> Kathy Storey, City Manager (706) 846-3141 P.O. Box 366, Manchester, GA 31816</p>	<p>Building &amp; Safety Code Enforcement</p>	<p><b>2014</b></p>

**Community Development Department  
Building Division  
Organizational Chart**



Key:

**Positions/functions to be filled by Consultant**

**BUILDING DIVISION  
FISCAL YEAR 2015 BUDGET**

**REVENUES**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2015 Budget	Consultant Projected FY 15
<b>PROPRIETARY REVENUES</b>			
<b>USER FEES AND CHARGES</b>			
525-0000-370.10-00	BUILDING PERMIT FEES	531,470	531,470
525-0000-370.12-00	ENGINEERING FEES	50,000	50,000
525-0000-370.22-00	GROWTH MANAGEMENT FEES	2,500	2,500
		-----	-----
* USER FEES AND CHARGES		583,970	583,970
<b>INTEREST EARNED</b>			
525-0000-377.02-00	INTEREST INCOME	1,000	1,000
525-0000-377.03-00	NET INC IN FAIR VALUE INV	-	-
		-----	-----
* INTEREST EARNED		1,000	1,000
		-----	-----
** PROPRIETARY REVENUES		<b>584,970</b>	<b>584,970</b>

**EXPENSES**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2015 Budget	Consultant Projected FY 15
<b>BUILDING PERMITS</b>			
<b>SALARIES AND WAGES</b>			
525-3014-424.01-01	SALARIES	315,429	103,097
525-3014-424.01-06	MANAGEMENT LEAVE PAY	-	-
525-3014-424.01-07	ANNUAL LEAVE PAYOFF	-	-
525-3014-424.01-08	SICK LEAVE PAYOFF	-	-
525-3014-424.01-09	WORKERS' COMPENSATORY LV	-	-
525-3014-424.01-11	OVERTIME	-	-
525-3014-424.01-16	HOLIDAY PAY	-	-
525-3014-424.01-90	BUDGET REDUCTION	-	-
		-----	-----
* SALARIES AND WAGES		315,429	103,097
<b>EMPLOYEE BENEFITS</b>			
525-3014-424.02-25	MEDICARE	4,513	1,494
525-3014-424.02-30	RETIREMENT	81,162	26,529
525-3014-424.02-40	GROUP INSURANCE	53,926	17,881
525-3014-424.02-50	WORKERS' COMPENSATION	2,767	1,090
525-3014-424.02-60	EDUCATION INCENTIVE	-	-
525-3014-424.02-66	FOUL WEATHER ALLOWANCE	-	-
525-3014-424.02-70	CAR ALLOWANCE	4,314	393
525-3014-424.02-71	PHONE ALLOWANCE	2,259	680
525-3014-424.02-86	OPEB COST	6,950	6,950
		-----	-----
* EMPLOYEE BENEFITS		155,891	55,017

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2015 Budget	Consultant Projected FY 15
SERVICE AND SUPPLIES			
525-3014-424.03-09	PROFESSIONAL SERVICES	1,500	301,259
525-3014-424.03-12	AUDITING FEES	2,400	2,400
525-3014-424.03-17	BANKING SERVICES	3,000	3,000
525-3014-424.03-30	TRAINING	1,000	500
525-3014-424.03-62	UNEMPLOYMENT	-	-
525-3014-424.04-32	MAINT. SERV. CONTRACTS	1,000	1,000
525-3014-424.04-33	SOFTWARE MAINTENANCE CONT	10,500	10,500
525-3014-424.04-35	VEHICLE REPAIR & MAINT.	500	-
525-3014-424.04-45	BUILDING RENTAL	21,709	21,709
525-3014-424.05-42	PRINTING/ADVERTISING	700	700
525-3014-424.05-45	MEMBERSHIP / PUBLICATIONS	1,350	500
525-3014-424.05-80	TRAVEL	3,000	500
525-3014-424.05-82	MILEAGE	100	100
525-3014-424.06-01	OFFICE SUPPLIES	2,000	2,000
525-3014-424.06-02	POSTAGE/SHIPPING	500	500
525-3014-424.06-25	OPERATING SUPPLIES	2,250	2,250
525-3014-424.06-45	BOOKS / PERIODICALS	5,000	500
525-3014-424.06-60	VEHICLE FUEL/OIL	3,000	-
525-3014-424.06-74	SMALL TOOLS / INSTRUMENTS	2,000	250
525-3014-424.06-75	SMALL FURNISHINGS	1,000	1,000
525-3014-424.06-94	REFUNDS AND REIMBURSEMENT	1,000	1,000
525-3014-424.07-10	TELEPHONE	2,500	2,500
525-3014-424.07-12	POWER	1,600	1,600
525-3014-424.07-13	HEATING	400	400
525-3014-424.09-01	ISC: GENERAL FUND	29,360	29,360
525-3014-424.09-15	ISC: INSURANCE	66,000	66,000
525-3014-424.09-50	FLEET MANAGEMENT	8,964	-
525-3014-424.09-55	RADIOS	225	-
		-----	-----
* SERVICE AND SUPPLIES		172,558	449,528
DEPRECIATION EXPENSE			
525-3014-424.44-65	DEPRECIATION EXPENSE	5,400	5,400
		-----	-----
* DEPRECIATION EXPENSE		5,400	5,400
** BUILDING & SAFETY		<b>649,278</b>	<b>613,042</b>
<b>REVENUE LESS EXPENSES</b>			
		<b>(64,308)</b>	<b>(28,072)</b>
Difference			36,236