



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: October 15, 2020

Staff Contact: Carol Akers and David Navarro, Parks Superintendent

Agenda Title: For Possible Action: Discussion and possible action regarding Amendment No. 2 to Contract No. 20300042, Irrigation Upgrades Phase 2, with SiteOne Landscape Supply, for additional irrigation equipment and labor and to increase the contract amount by \$11,078.89, for a new total contract amount of \$159,539.16 to be funded from the Quality of Life-Capital Fund. (Carol Akers, CAkers@carson.org and David Navarro DNavarro@carson.org)

Staff Summary: This request comes after it was discovered that the existing wiring and equipment boxes were not adequate at several WeatherTrak installation sites in Phase II. The existing equipment boxes and wiring at Centennial Park and Governors Tee Ball and Large Field will need to be upgraded to accommodate the new WeatherTrak equipment that is being installed. This was not part of the original contract because it was believed during the contractor's original site inspection that the existing boxes and wires would be sufficient.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the amendment.

Board's Strategic Goal

Efficient Government

Previous Action

On August 20, 2020 the Board of Supervisors approved Amendment 1 for the increase request of \$11,158.35 for Park Terrace equipment only, as the labor for Park Terrace was included in the original amount approved of \$137,301.92, for a new contract amount of \$148,459.27.

On July 2, 2020 the Board of Supervisors approved Contract No. 20300042 for the purchase of WeatherTrak irrigation equipment and installation for Irrigation Upgrades Phase II in an amount not to exceed \$137,301.92.

Background/Issues & Analysis

The Board of Supervisors approved \$250,000.00 from the FY 19/20 and \$100,000 from the FY 20/21 Quality of Life-Parks Capital Account for the purchase of irrigation and infrastructure upgrades throughout the parks system. Most of the current irrigation controllers in inventory have been in place since the 1990s, have become outdated, and contain parts that are no longer being manufactured. After extensive research, it was determined that WeatherTRAK provides a new operating irrigation platform that is more user friendly and adaptable to the City's current irrigation infrastructure. This will be Phase II of replacing and updating irrigation infrastructure with

WeatherTRAK controllers as these sites were deemed the most critical to upgrade next after the first phase of replacements. Phase I was completed at the end of 2019. The Parks, Recreation and Open Space Department is providing an updated purchase plan as some irrigation controllers needed replacement sooner due to the amount of issues the department is encountering with the old Rainmaster controllers.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project #P504620001

Quality of Life Capital Fund account 2545046-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Quality of Life-Capital Fund 2545046-507010, project #P504620001, will be reduced by \$11,078.89.

\$5,888.12 from FY19/20 CIP Budget, \$5,190.77 from FY20/21 CIP Budget as approved at the 9/17/2020 BOS meeting. Remaining available budget for Phase III will be \$94,809.23.

Alternatives

Do not approve amendment and provide alternative direction to staff.

Attachments:

[CC irrigation system plan 10.5.2020.docx](#)

[20300042 Amendment 2.pdf](#)

[20300042 Executed Amendment 1.pdf](#)

[20300042 Executed Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Carson City Irrigation System Improvement Plan

FY 20 - \$250,000	FY21 - \$100,000*	FY 22- \$100,000	FY23 - \$100,000
<p><u>PHASE I: \$ 84,090.52</u> WeatherTrak Irrigation Controllers (9) total:</p> <p>Mills (4) Carriage Square (1) Pete Livermore (2) Korean War (1) Cemetery (1)</p> <p>*BOS approved purchase 8/15/19</p>	<p><u>PHASE III:</u> Neighborhood Parks WeatherTrak Controllers:</p> <p>Sunset (1) Mayor's (1) Ross Gold (1) Fuji park (1) John Mankins (1) Carson River (1) Sunland Vista (1) Treadway (1) Greenbelt (Part of S. Carson St. project)</p>	<p><u>PHASE IV:</u> Public Building WeatherTrak controllers:</p> <p>Library (1) Public Safety (1) Roberts House (1) Senior Center (1)</p>	<p><u>Phase V:</u> Non-turf landscaped areas WeatherTrak controllers::</p> <p>395 N. medians (1) Freeway interchanges (5-6) Downtown (1)</p>
<p>10 year service subscription: (technical support, cloud based program, website access)</p> <p>Radio receiver and parts for remaining Rainmaster units: P.O. purchase: \$5,960.00 Misc. expenses: \$5,903.01</p>	<p>Public Building WeatherTrak controllers:</p> <p>City Hall (1) Community Center (1) Dispatch (1) Fire Station 51 (1) Fire Station 53 (1)</p>	<p>Non-turf landscaped areas WeatherTrak controllers::</p> <p>Deer Run (1) Empire Ranch (1) Silver Oak (3-4) Fairview (1)</p>	<p>Replacement parts, resolve outstanding irrigation equipment issues.</p>
<p><u>PHASE II: \$137,301.92</u> * BOS approved purchase 7/2/2020</p>	<p>Flow sensors and other irrigation equipment depending on location</p>	<p>Flow sensors and other irrigation equipment depending on location</p>	<p>Flow sensors and other irrigation equipment depending on location</p>
<p>Replace approx. 14 WeatherTrak controllers:</p> <p>Centennial (1) Longranch (1) Governor's (3) Juvenile Services (1) Steinheimer Park (1) Sonoma Park (1) Fulstone Park (1) Monte Vista (1) Ronald D. Wilson (1) Blackwells (1) Park Terrace (2)*</p> <p>*BOS approved amendment \$11,158.35 8/13/2020 to include Park Terrace</p> <p>For BOS consideration 10/15/2020 amendment to contract #20300042 of \$11,078.89</p>	<p>10 year service subscription: (technical support, cloud based program, website access)</p> <p>*If amendment is approved by BOS on 10/15/2020, this would leave \$94,809.23 for FY 20/21</p>	<p>10 year service subscription: (technical support, cloud based program, website access)</p>	<p>10 year service subscription: (technical support, cloud based program, website access)</p>

AMENDMENT FOR CONTRACT

Contract No.: 20300042
Title: Irrigation Upgrades Phase 2
Amendment No.: 2

If Consideration will be amended, please indicate amount: Increase \$11,078.89

Reason for amendment: Increase contract additional \$11,078.89 for additional work needed during installation of WeatherTrak controller, for a new total contract amount of \$159,539.16.

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: Parks, Recreation and Open Space

Name/Title: Jennifer Budge, Parks, Recreation and Open Space Director

Signature: _____ Date: _____

(2) District Attorney's Office:

Name/Title: Mihaela Neagos, Deputy District Attorney

Signature: _____ Date: _____

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

(4) SiteOne Landscape Supply:

Name/Title: James Weller, District Sales Manager

Signature: _____ Date: _____



Rocklin CA #305
 1675 Nichols Dr
 Rocklin, CA 95765-1306
 W: (916)408-0024

Bill To:

City Of Carson City (#220006)
 3303 Butti Way Ste 9
 Carson City, NV 89701-3488
 W: (775)887-2115

Ship To:

City Of Carson City (#220006)
 3303 Butti Way Ste 9
 Carson City, NV 89701-3488
 W: (775)887-2115

Created	Quote#	Due Date	Expected Award Date	Expiration Date
09/01/2020	4767906	10/31/2020	10/31/2020	10/31/2020

Printed	Job Name	Job Description	Job Start Date
09/11/2020 12:28:10	Change Order		10/31/2020

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	C	CENTENNIAL PARK			
2	GTSERVICE-ET	GT Service - Eric Trautman Item Note: Provide and install (1) Concrete Box (52" x 34" x 12") (3) Extensions (1) Steel lid 1/4 yd crushed rock Pricing includes the additional labor and equipment for the larger, heavier boxes versus the normal boxes Pot hole to find the tee which is approximately 3-4 feet deep (.5 day with 2 guys and mini excavator) will be covered by HydroPoint Additional time will be billed on a time and materials basis at \$75.00/hr.	1	4,380.000	4,380.00
3	C	GOVERNORS TEE BALL			
4	GTSERVICE-ET	GT Service - Eric Trautman Item Note: Move existing cobble aside Excavate 4 feet and install 1220 plastic Irrigation box with extensions Backfill and reset cobble Dispose of excess soil off-site	1	1,510.000	1,510.00
5	C	GOVERNORS LARGE FIELD			
6	GTSERVICE-ET	GT Service - Eric Trautman Item Note: Provide and install (1) Concrete Box (52" x 34" x 12") (3) Extensions (1)_Steel lid 1/4 yd crushed rock Pricing includes the additional labor and equipment for the larger, heavier boxes versus the normal boxes Estimated - 1 day with 2 guys and mini excavator Provide and install \$1,289.00 (300) Conduit Install ARV (material provided by SiteOne), conduit and sweeps Pricing includes labor and the use of equipment Estimated – 14 man hours and a walk behind trencher Note - we are going to trace the wire to zones 10, 12 and 14 to locate these valves before we trench the 300' and the customer will be notified of our findings if a closer valve is found	1	5,188.889	5,188.89

Total Price: \$ 11,078.89

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.
 Local tax may differ based on locations and local codes.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 20, 2020

Staff Contact: Carol Akers and David Navarro, Parks Superintendent

Agenda Title: For Possible Action: Discussion and possible action regarding an amendment to Contract No. 20300042, Irrigation Upgrades Phase 2, to include the purchase of irrigation equipment for an additional amount not to exceed \$11,158.35, for a new total contract amount of \$148,460.27 from the Quality of Life-Capital Fund, with SiteOne Landscape Supply as a sole source vendor. (Carol Akers, CAkers@carson.org and David Navarro DNavarro@carson.org)

Staff Summary: Approval of this request would authorize the purchase of a WeatherTRAK controller from SiteOne Landscape Supply for the Parks, Recreation & Open Space Department. When the Board of Supervisors approved the purchase of WeatherTRAK irrigation equipment and installation for Phase II, the bid quote for the Park Terrace Weather TRAK controller was not submitted with the proposal and was not included in the amount requested. Park Terrace is one of the 13 sites considered for irrigation infrastructure replacement and updating in Phase II. This increase request is for equipment only, as the labor for Park Terrace was included in the original amount approved of \$137,301.92.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the amendment as requested.

Board's Strategic Goal

Efficient Government

Previous Action

On July 2, 2020 the Board of Supervisors approved Contract No. 20300042 for the purchase of WeatherTrak irrigation equipment and installation for Irrigation Upgrades Phase II in an amount not to exceed \$137,301.92.

Background/Issues & Analysis

The Board of Supervisors approved \$250,000.00 from the FY19/20 Quality of Life-Parks Capital Account for the purchase of irrigation and infrastructure upgrades throughout the parks system. Most of the current irrigation controllers in inventory have been in place since the 1990s, have become outdated, and contain parts that are no longer being manufactured. After extensive research, WeatherTRAK provides a new operating irrigation platform that is more user friendly and adaptable to the City's current irrigation infrastructure. This will be Phase II of replacing and updating irrigation infrastructure with WeatherTRAK controllers as these sites were deemed the most critical to upgrade next after the first phase of replacements. Phase I was completed at the end of 2019. The Parks, Recreation and Open Space Department is providing an updated purchase plan as some

irrigation controllers needed replacement sooner due to the amount of issues the department is encountering with the old Rainmaster controllers.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project #P504620001
Quality of Life Fund account 2545046-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Quality of Life-Capital Account No. 2545046--507010, project #P504620001, will be reduced by \$11,158.35; the remaining available budget is \$17,046.47 as approved for the FY 19/20 budget.

Alternatives

Do not approve amendment and provide direction to staff.

Attachments:

20300042 Amendment 1.pdf

20300042 Executed Contract.pdf

Board Action Taken:

Motion: Approved

1) LB
2) JB

Aye/Nay

4 | 0 | 1

TW

(Vote Recorded By)

Mayor Caswell Absent

AMENDMENT FOR CONTRACT

Contract No.: 20300042
Title: Irrigation Upgrades Phase 2
Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase \$11,158.35

Reason for amendment: Increase contract additional \$11,158.35 for purchase of Park Terrace WeatherTrak controller, for a new total contract amount of \$148,460.27.

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: Public Works

Name/Title: Jennifer Budge, Parks, Recreation and Open Space Director

Signature:  Date: 9.1.20

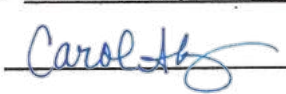
(2) District Attorney's Office:

Name/Title: Mihaela Neagos, Deputy District Attorney

Signature:  Date: 8/25/2020


(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 9/1/2020

(4) SiteOne Landscape Supply:

Name/Title: James Weller, District Sales Manager

Signature:  Date: 8/31/2020

Bid



Rocklin CA #305
 1675 Nichols Dr
 Rocklin, CA 95765-1306
 W: (916)408-0024

Bill To:

City Of Carson City (#220006)
 3303 Butti Way Ste 9
 Carson City, NV 89701-3488
 W: (775)887-2115

Ship To:

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 3303 Butti Way Ste 9
 Carson City, NV 89701-3488
 W: (775)887-2115

Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/12/2020	4663137	11/01/2020	12/01/2020	12/31/2020

Printed	Job Name	Job Description	Job Start Date
08/17/2020 11:03:29	Park Terrace		07/12/2020

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1	SA9-WT5-18-AX	WT OptiFlow XR-18 All Inclusive Retrofit Satellite Assy	1	6,290.546	6,290.55
2	141WHT2500	UF Wire White 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	2,500	0.078	195.00
3	141YEL2500	UF Wire Yellow 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	2,500	0.078	195.00
4	141RED2500	UF Wire Red 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	5,000	0.078	390.00
5	WTFLOWHD-I-300	WeatherTRAK FlowHD 3" Flanged (Ultrasonic flow sensor and submeter)	1	2,328.900	2,328.90
6	WT-MV-300G-SNO	3" Master Valve Weathertrak <i>Item Note:</i> <i>Normally Open</i>	1	1,758.900	1,758.90

Total Price: \$ 11,158.35

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.
 Local tax may differ based on locations and local codes.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** July 2, 2020

Staff Contact: Carol Akers and David Navarro

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 20300042 for the purchase of irrigation equipment and installation in an amount not to exceed \$137,301.92 from the Quality of Life Fund, with SiteOne Landscape Supply as a sole source vendor. (Carol Akers, CAkers@carson.org and David Navarro DNavarro@carson.org)

Staff Summary: Approval of this request would authorize the purchase and installation of thirteen WeatherTRAK controllers from SiteOne Landscape Supply for the Parks, Recreation & Open Space Department, which is Phase II of replacing and updating the City's irrigation infrastructure with WeatherTRAK controllers identified for this fiscal year.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the contract as requested.

Board's Strategic Goal

Efficient Government

Previous Action

On August 15, 2019 the Board of Supervisors approved the purchase of WeatherTrak irrigation equipment for Phase I in an amount not to exceed \$84,090.52.

Background/Issues & Analysis

The Board of Supervisors approved \$250,000.00 from the FY19/20 Quality of Life-Parks Capital Account for the purchase of irrigation and infrastructure upgrades throughout the parks system. Most of the current irrigation controllers in inventory have been in place since the 1990s, have become outdated, and contain parts that are no longer being manufactured. After extensive research, WeatherTRAK provides a new operating irrigation platform that is more user friendly and adaptable to the City's current irrigation infrastructure. This will be Phase II of replacing and updating irrigation infrastructure with WeatherTRAK controllers as these sites were deemed the most critical to upgrade next after the first phase of replacements. Phase I was completed at the end of 2019. The Parks, Recreation and Open Space Department is providing an updated purchase plan as some irrigation controllers needed replacement sooner due to the amount of issues the department is encountering with the old Rainmaster controllers.

The bidding requirement for purchases over \$100,000 is being waived as SiteOne Landscape Supply is a sole source provider for the western region for WeatherTRAK products (see attached letter dated June 11, 2020 from WeatherTRAK).

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project #P504620001

Quality of Life Fund account 2545046-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Quality of Life Fund - Capital Account No. 2545046-507010, project #P504620001, will be reduced by \$137,301.92; the available budget is \$154,348.39 as approved for the FY 19/20 budget.

Alternatives

Do not approve contract and provide direction to staff.

Attachments:

CC irrigation system plan.pdf

HydroPoint Letter for Carson City 6.11.2020.pdf

20300042 Draft Contract.pdf

Board Action Taken:

Motion: Approved

- 1) LB
- 2) SG

Aye/Nay
5/0/0

T.W.

(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 20300042

Title: Irrigation Upgrades Phase 2

THIS CONTRACT is made and entered into this 2nd day of July, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and SiteOne Landscape Supply, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 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, CONTRACTOR'S compensation under this agreement (does ___) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300042** (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

2.4 **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.

For P&C Use Only	
CCBL expires	12/31/20
GL expires	12/23/20
AL expires	12/23/20
WC expires	12/23/20

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 20300042

Title: Irrigation Upgrades Phase 2

2.5 **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 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.

2.6 Before commencing with the performance of any SERVICES 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, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. **CONTRACT TERM:**

3.1 This Contract shall be effective from July 2, 2020, subject to Carson City Board of Supervisors' approval (anticipated to be July 2, 2020) to June 30, 2021, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. **NOTICE:**

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

James Weller, District Sales Manager
SiteOne Landscape Supply
1675 Nichols Road
Rocklin, CA 95765
925-451-1610
jweller@siteone.com

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 20300042

Title: Irrigation Upgrades Phase 2

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount One Hundred Thirty Seven Thousand Three Hundred One Dollars and 92/100 (\$137,301.92), and hereinafter referred to as "Contract Sum".

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

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

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 20300042

Title: Irrigation Upgrades Phase 2

of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

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

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any 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, 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 (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 20300042

Title: Irrigation Upgrades Phase 2

nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

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

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

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

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. **REMEDIES:**

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

9. **LIMITED LIABILITY:**

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

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10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

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

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 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **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.

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12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **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 (GENERAL):**

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **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.

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **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 later of:

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

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

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **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.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

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13.9 **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.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **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 \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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

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

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. 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**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

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

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **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.

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13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

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

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

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

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by

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the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1 *Minimum Limit required:*

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **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 NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

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

14.2 The Carson City business license shall continue in force until the later 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.

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15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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 or any 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 NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **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.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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.

20. PUBLIC RECORDS:

Pursuant to NRS 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

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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 NRS 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.

21. CONFIDENTIALITY:

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.

22. FEDERAL FUNDING:

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

22.1.1 **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.

22.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **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.

22.1.4 **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 Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or

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influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **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 is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **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.

27. ENTIRE CONTRACT AND MODIFICATION:

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

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28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By: Janet Spangler, Deputy CFO
Sheri Russell, Chief Financial Officer *for Sheri Russell*
Dated 7/22/20

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: Benjamin R Johnson
Deputy District Attorney
Dated 7/6/2020

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Project# P504620001
Acct# 2545046 507010

By: Carol Akers
Dated 7/22/20

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Undersigned deposes and says under penalty of perjury: That he/she is **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: Jim Weller

TITLE: District Sales Manager

FIRM: SiteOne Landscape Supply

CARSON CITY BUSINESS LICENSE #: 19-00033658

Address: 1675 Nichols Drive

City: Rocklin **State:** CA **Zip Code:** 95765-1306

Telephone: 916-408-0024

E-mail Address: jweller@siteone.com



(Signature of Contractor)

DATED 7/21/2020

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

**SEE ATTACHED NOTORIAL
CERTIFICATE**

(Notary Stamp)

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Placer }

Subscribed and sworn to (or affirmed) before me on this 21 day of July, 2020
Date Month Year

by James Weller

Name of Signers

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

Signature: Karen Catanio
Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Independent Contractor Agreement

Document Date: 07/21/2020 Contract # 2030042

Number of Pages: 16 pgs

Signer(s) Other Than Named Above: _____

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Title: Irrigation Upgrades Phase 2

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 2, 2020 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300042**. 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 2nd day of July, 2020.

ATTEST:


AUBREY ROWLATT, CLERK-RECORDER

DATED this 2nd day of July, 2020.

June 16, 2020

Carson City Parks Installation July 2020
Exhibit A

Bid #4667999 includes installation of the following major components listed by Park. Station counts and flow size can be seen on the separate bid for each Park.

1. Steinheimer Park	Controller Only
2. Governors Field - Tee Ball	Controller and flow insert
3. Governors Field - Field loc.	Two controllers and flow & flow link
4. Centennial Park	Controller and flow
5. Park Terrace	Controller and flow-Move wires & trench
6. Backwell's Park	Controller and flow insert
7. Fulstone Park	Controller only
8. Ronald Wilson Park	Controller only
9. Long Ranch Park	Controller only
10. Sonoma Park	Controller only
11. Monte Vista Park	Controller only
12. Juvenile Hall	Controller only

All controllers include the extended and worry free warranty to 10 years.
All controllers include 10 years subscription.

Controller installation includes the following:

- Installation for a single HydroPoint controller either within an existing cabinet as a retrofit or in a new cabinet as described on each bid.
- Includes account set-up; recording existing controller data; labeling wires; disconnecting power and removal of existing controller; installing, wiring, and powering up new HydroPoint controller; verification, configuration, programming, and activation of controller.
- complete programming worksheet; site walk and inspection, with wet check, head count, flow rate estimation and verification; key asset recording; identification of water waste, landscape health, and equipment issues; install rain sensor (if required);
- Return all old parts to the City of Carson City.

Flow installation includes the following:

- Installation and set-up for a single HydroPoint flow sensor and master valve if required.
- Includes installing, wiring, and connecting new flow sensor; learning flow for calibration; setting flow settings in controller.
- Valve boxes Jumbo 13 x 20.
- Bring back to grade as presented prior to starting job.
- Install flow link if needed.

Optiflow Site Optimization:

Includes review and verification of compatibility, controller status, valid flow rates, and station programming; configuration of site for flow optimization; verification of optimized flow; for a single controller.

Notes:

This installation proposal assumes standard PVC piping is found upon digging. Any material or other obstructions deemed out of the ordinary will be addressed separately from this contract. Should Transite/Asbestos piping be found once excavated, a HAZMAT certified contractor will be hired by the City of Carson City, separate from this contract, to make necessary cuts to mainline to facilitate the installation of flow devices.

Bid



Rocklin CA #305
 1675 Nichols Dr
 Rocklin, CA 95765-1306
 W: (916)408-0024

Bill To:

City Of Carson City (#220006)
 3303 Butti Way Ste 9
 Carson City, NV 89701-3488
 W: (775)887-2115

Ship To:

City Of Carson City (#220006)
 3303 Butti Way Ste 9
 Carson City, NV 89701-3488
 W: (775)887-2115

Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/12/2020	4663041	07/12/2020	07/12/2020	07/12/2020

Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:04:43	Blackwells Fulstone Park		07/12/2020

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	C	ONE POC			
2	SA9-WT5-48-AX	GT WT OptiFlow XR-48 All Inclusive 16SS Retro Sat Assy <i>Item Note:</i> <i>Blackwells</i>	1	7,762.000	7,762.00
3	SA9-WT5-12-AX	GT WTOXR-12 All Inclusive 16SS Retro Sat Assy <i>Item Note:</i> <i>Fulstone</i>	1	6,033.000	6,033.00
4	WTFLOWHD-P-INS	WeatherTRAK FlowHD Flow Sensor Insert (PVC Tee not included)	1	530.599	530.60

Total Price: \$ 14,325.60

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.
 Local tax may differ based on locations and local codes.

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Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/12/2020	4663739	07/12/2020	07/12/2020	07/12/2020

Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:02:24	Centennial Park		07/12/2020

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	SA9-WT5-36-AX	WT OptiFlow XR-36 All Inclusive Retrofit Satellite Assy	1	6,930.000	6,930.00
2	WTFLOWHD-I-400	WeatherTRAK FlowHD 4" Flanged Ultrasonic Flow Sensor & Submeter	1	3,321.441	3,321.44
3	IR-04-410-G-A1-4AC	Bermad 4" 410 Valve Flg 24 Volt Nc	1	635.234	635.23

Total Price: \$ 10,886.67

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Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/12/2020	4663062	07/12/2020	07/12/2020	07/12/2020

Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:03:26	Governors Park		07/12/2020

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1	C	TEE BALL CONTROLLER			
2	SA9-WT5-36-AX	WT OptiFlow XR-36 All Inclusive Retrofit Satellite Assy <i>Item Note:</i> Tee Ball Controller Front of Park	1	6,930.000	6,930.00
3	WTFLOWHD-P-INS	WeatherTRAK FlowHD Flow Sensor Insert (PVC Tee not included) <i>Item Note:</i> Tee Ball flow insert for improved resolution.	1	482.300	482.30
4	C	BACK OF GOVERNORS FIELD			
5	WTOXR-C-36-CWM-AX	All-Inclusive WeatherTRAK OptiFlow XR Wall Mount (cold-rolled steel, 36 stns)	1	6,648.200	6,648.20
6	WTOXR-C-42-CWM-AX	All-Inclusive WeatherTRAK OptiFlow XR Wall Mount (cold-rolled steel, 36 stns)	1	6,914.200	6,914.20
7	IR-04-410-G-A1-4AC	Bermad 4" 410 Valve Fig 24 Volt Nc	1	635.234	635.23
8	WTFLOWHD-I-400	WeatherTRAK FlowHD 4" Flanged Ultrasonic Flow Sensor & Submeter <i>Item Note:</i> 1.5 to 1,000 GPM	1	3,019.100	3,019.10
9	WT-WRS	Rain Sensor Weathertrac <i>Item Note:</i> Connect o one of the wall mount controllers.	1	158.641	158.64
10	WTFL-XT	WeatherTRAK FlowLink XT	1	1,635.479	1,635.48

Total Price: \$ 26,423.15

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.

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Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:05:50	Long Ranch Park		07/08/2020

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	SA9-WT5-48-AX	GT WT OptiFlow XR-48 All Inclusive 16SS Retro Sat Assy <i>Item Note: Retrofit into existing top entry pedestal</i>	1	7,762.000	7,762.00
2	WT-WRS	Rain Sensor Weathertrac	1	158.641	158.64

Total Price: \$ 7,920.64

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Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/08/2020	4655489	07/08/2020	07/08/2020	07/08/2020

Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:06:22	JUV1		07/08/2020

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	WTLC-C-12-PL-AX	All-Inclusive WeatherTRAK LC+ Controller (12 stns, wall mount) <i>Item Note:</i> <i>Wall Mount</i>	1	3,200.000	3,200.00
2	ANT-LTE-P	Central Pancake LTE Antenna	1	133.000	133.00

Total Price: \$ 3,333.00

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Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/08/2020	4655407	07/08/2020	07/08/2020	07/08/2020

Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:07:29	Sonoma Park		07/08/2020

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1	SA9-WT3-12-AX	GT WT ETPRO3-12 AX 16SS Retro Sat Assy <i>Item Note:</i> Retrofit into existing top entry pedestal	1	4,930.188	4,930.19

Total Price: \$ 4,930.19

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Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/08/2020	4655346	07/08/2020	07/08/2020	07/08/2020

Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:07:54	Monte Vista Park		07/08/2020

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	SA9-WT4-6-AX	Wthrtrak All Inclusive LC-6+ Retrofit Sat Assy Item Note: Retrofit into existing top entry pedestal	1	3,836.000	3,836.00

Total Price: \$ 3,836.00

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Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/08/2020	4654615	07/08/2020	07/08/2020	07/08/2020

Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:08:19	Steinheimer Park Carson City		07/08/2020

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	SA9-WT5-48-AX	GT WT OptiFlow XR-48 All Inclusive 16SS Reto Sat Assy <i>Item Note:</i> Retrofit into existing top entry pedestal	1	7,762.000	7,762.00

Total Price: \$ 7,762.00

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Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/08/2020	4655503	07/08/2020	07/08/2020	07/08/2020

Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:05:18	Ronald D Wilson		07/08/2020

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	SA9-WT5-30-AX	WT OptiFlow XR-30 All Inclusive Retrofit Satellite Assy <i>Item Note:</i> Retrofit into existing top entry pedestal	1	6,898.000	6,898.00

Total Price: \$ 6,898.00

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06/16/2020	4667999	07/16/2020	07/16/2020	07/16/2020

Printed	Job Name	Job Description	Job Start Date
06/16/2020 16:01:38	Labor July 2020 Controller and flow installation		07/16/2020

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	GTSERVICE-ET	GT Service - Eric Trautman <i>Item Note:</i> <i>See attached description of labor</i>	1	50,986.667	50,986.67

Total Price: \$ 50,986.67

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