



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: December 3, 2020

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and James Underwood, Chief Information Officer

Agenda Title: For Possible Action: Discussion and possible action regarding Amendment No. 1 to Contract No. 20300032, On-call Geographic Information System Services, with Atkins, to increase the contract amount by \$50,000 for a new total contract amount of \$99,999 through June 30, 2021 to be funded from the General Fund / GIS-Professional Services Account. (Carol Akers; CAkers@carson.org and Matthew Lawton; MLawton@carson.org)

Staff Summary: Atkins provides on-call support to Carson City GIS for the deployment of Esri's Enterprise GIS platform, deployment of web applications, mobile data collection tools, dashboard development, database management, and system administration. In addition, Atkins supported the successful completion of the enterprise asset management needs assessment and software evaluation in the spring of 2020, providing best practice recommendations, including a framework toward developing a Carson City strategic asset management plan (SAMP). Staff recommends continuing the engagement of Atkins. With the proposed amendment, the total contract amount exceeds \$50,000 and therefore requires Board of Supervisors' approval.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

On June 30, 2020, Contract No. 20300032 for \$49,999 was executed with Atkins.

On June 6, 2019, Contract 1920-005 was approved by the Board of Supervisors for a not to exceed amount of \$60,000, through June 30, 2020.

On May 22, 2018, Contract 1819-004 for \$40,000 was executed with Atkins.

Background/Issues & Analysis

Atkins has provided excellent on-call GIS and asset management support to Carson City staff for the last two years. Due to delays related to COVID-19, an interim contract was put in place at a lower amount, \$49,999, to continue these on-call services into Fiscal Year 2021. This funding increase will allow Atkins to continue these

on-call services and provide additional application development, database management, and system administration support to offset the current vacancy of the City's Asset Manager position. In addition, to retain the momentum from the recently completed citywide facility condition assessment and the asset management needs assessment and software evaluation, the City has requested that Atkins support the development of a first-generation SAMP.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b) and 625.530

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund - GIS-Professional Services Account \ 1013015-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, an additional \$50,000 will be used from the GIS-Professional Services Account; the current available budget is \$97,666.

Alternatives

Do not approve the amendment and provide alternative direction to staff.

Attachments:

[20300032_Amendment_1.pdf](#)

[20300032 Executed Contract.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 20300032
Title: On-Call Geographic Information System Services
Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase additional \$50,000.

Reason for amendment: Increase contract by an additional \$50,000 for a new total contract amount of \$99,999, through June 30, 2021.

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: Information Technology

Name/Title: James Underwood, Chief Information Officer

Signature: _____ Date: _____

(2) District Attorney's Office:

Name/Title: Todd Reese, Deputy District Attorney

Signature: _____ Date: _____

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

(4) Atkins:

Name/Title: Brian Janes, Project Director

Signature: _____ Date: _____

Matt Lawton
Carson City Information Technology
3505 Butti Way
Carson City, NV 89701-3498

24 November, 2020

Dear Matt,

Per your request, I am submitting this proposed addendum for Contract Number 20300032 (June 30, 2020), providing GIS professional and asset management related services as detailed below on behalf of Atkins North America for Fiscal Year 2021. The two tasks below describe the efforts to be executed under this contract. Additionally, I have also included a summary (Attachment A) of the completed tasks that Atkins has provided the City support for in the past few years, along with our ongoing and planned tasks for Fiscal Year 2021. This proposal is for a time and material contract with a maximum budget not to exceed as detailed in the table below.

Task	Name	Original Fee	Addendum Amount	Total Fee
1	GIS On-Call Support	\$49,999	\$25,000	\$74,999
2	Development of a First-Generation Strategic Asset Management Plan	\$0	\$25,000	\$25,000
	Total	\$49,999	\$50,000	\$99,999

Task 1 – GIS On-Call Support

The City has made great progress with the implementation of enterprise GIS within the past few years. Successes include the deployment of Esri's Enterprise GIS platform, deployment of web applications, mobile data collection tools, and dashboards. Supporting various divisions inside Public Works including Water, Wastewater, Engineering, Parks, and Transportation. Also, departments outside of Public Works, such as the Fire Department and Health and Human Services. Building on these successes, Atkins North America will provide services related to GIS On-Call support for Fiscal Year 2021 including, but not limited to:

- Application development and support
 - Existing application maintenance and improvements
 - Field data collection application configuration and development
 - Web application configuration and development

- Integration of GIS with City systems and data
- Database management support
 - New schema development
 - Database optimization
- System administration and support
 - Optimization of enterprise GIS platform components
 - Routine system support and maintenance

Task 2 - Development of a First-Generation Strategic Asset Management Plan (SAMP).

The City has made exceptional progress in its development of asset management capabilities since inception of the asset management program in 2016. The City has initiated, and made demonstrable progress, in the following core areas that underpin asset management:

- Asset Inventory
- Condition Assessment
- Maintenance Planning/Programming
- Capital Improvement Planning
- Reporting

In addition, Atkins supported the successful completion of the enterprise asset management needs assessment and software evaluation in the spring of 2020, providing best practice recommendations, including a framework toward developing a Carson City strategic asset management plan (SAMP). Building upon our knowledge and experience gained in that effort, the City has requested Atkins support the development of a first-generation SAMP. The first-generation SAMP will lay out the activities to be performed to ensure that the City’s assets are managed and used optimally in the delivery of the City’s goals and objectives.

Development of a first generation SAMP will include:

- Selection of one or more City services (Parks, Water, etc.) to be within the scope of the SAMP
- Identification of goals/objectives for each selected City Service in the SAMP [nominally taken from the City Master Plan; other sources TBD]
- Identification of physical assets required to meet/deliver the City Service’s goals/objectives
- Develop asset level metrics [**service levels**] that when met reflect attainment of the City Service’s goals/objectives. Some examples include:
 - Asset - condition, capacity, obsolescence, fit for purpose, efficiency, risk, etc.
 - Maintenance – uptime, corrective/reactive maintenance as percentage of total maintenance, maintenance cost as percent of replacement cost, etc.
 - Financial - reserve levels, investment/renewal ratios, operating ratio
 - Decision criteria – identify the criteria that will drive asset level decisions (e.g. replace)
- Identify organizational roles/responsibilities that enable City staff carry out the SAMP activities.

The first generation SAMP is expected to be developed with input from a small number of key stakeholders for each included City Service: GIS, City Senior/Exec Mgt., Maintenance, Finance, Engineering, Asset Management.

Thank you for this opportunity and feel free to contact me anytime.



Brian Janes, P.E.
Project Director
775-789-9831

Attachment A – Highlights of Task in Support of GIS Services
Attachment B – FY 2021 Professional Services Fee Schedule

Attachment A: Highlights of Task in Support of GIS Services

COMPLETED	ONGOING	PLANNED
Sanitary Sewer Manhole Inspection Mobile Data Collection	New Fire Hydrant Inspection Mobile Data Collection	GIS Mobile Data Collection General Support
Sanitary Sewer Manhole Inspection Dashboard	Fire Hydrant Flow Testing Mobile Data Collection	Data & Workflow Coordination between GIS and READYAsset
Sanitary Sewer CCTV Dashboard POSM Integration	GIS to CAD Automated Conversion	Environmental Pre-treatment GIS App Support & Workflow Development
Defensible Space Mobile Data Collection	Environmental Permit Assets Mobile Data Collection	Parks/Facilities Asset Hierarchy Development
Defensible Space Dashboard	Environmental Permit Assets Web Application	Data Provisioning Assistance for Asset Management BI/Dashboarding
Water Meter Mobile Data Collection	City GIS Portal Site Improvements	Enterprise GIS Architecture Update
Water Valve Inspection Mobile Data Collection	Transportation Data Schema	GIS Portal/Server Backup and Failover Strategy
Water Valve Inspection Dashboard		Enterprise Geodatabase Restructuring
Fire Hydrant Maintenance Inspection Mobile App		ArcGIS Server Security Improvements
ArcGIS Enterprise Implementation		Migrate Capital Projects Planning Apps to GIS Portal
City GIS Portal Web Application		Manhole Inspection Data Review & Workflow Improvements
Construction Drawing Index Web Application		Pavement Maintenance Capture & linkage to Projects Data
Recorded Maps Index Web Application		Strategic Asset Management Plan Development
Community Development Status Web Application		Asset Management Policy Development
Enterprise Asset Management System Evaluation		Asset Systems Plans Development
		GIS editing dashboard Development (version tracking)
		Redesign City GIS viewer (MapGeo replacement)
		Water System Asset Criticality Analysis Support
		Field Asset Data Collection Workflow Improvement (collecting field assets at time on install)
		City Road Closure Application Development

Completed Tasks Performed by Atkins:

1. **ArcGIS Enterprise Implementation** – This task involved an on-premise installation and configuration of ArcGIS Enterprise, including, Portal for ArcGIS, ArcGIS Server, and ArcGIS Data Store. The platform was configured to utilize the City’s authentication system providing a single sign-on experience. Customization to the City’s Portal homepage was performed to provide a distinctive and branded experience.
2. **Enterprise Asset Management System Evaluation** – This task involved the assessment and evaluation of asset management systems. This effort included; requirements development, vendor solicitation, evaluation criteria, scoring development, vendor demonstrations, demonstration scoring, demonstrations summaries, and a final evaluation report.
3. **Sanitary Sewer Manhole Inspection Mobile Data Collection** – This task involved the creation of a field data collection configuration for the purposes of capturing information related to sanitary sewer manhole inspections. The configuration included manhole attributes and manhole condition information. The configuration also included the calculation of overall condition based on the individual condition responses.
4. **Sanitary Sewer Manhole Inspection Dashboard** – This task involved the creation of a dashboard web application for the display of results generated from sanitary sewer manhole inspections. The dashboard displays manholes by condition rating, the total completed inspections, the number of manholes by condition rating, summaries for condition ratings (including individual ratings by manhole), and a filter tool that allow users to focus on specific ratings. The dashboard is map based and interactive, allowing users to investigate specific manhole attributes and conditions, including viewing pictures taken during the inspection.
5. **Sanitary Sewer CCTV Dashboard POSM Integration** – This task involved the creation of a dashboard web application for the display of results generated during sanitary sewer CCTV inspections. The dashboard displays sewer pipe reaches by PACP ratings (overall, structural, and maintenance), the total length of sewer pipe inspected, summaries of the ratings by pipe (including individual ratings by pipe), graphs depicting the results based on rating, including the length of pipe surveyed by contractor, and a filter tool that allow users to focus on specific ratings. The dashboard is map based and interactive, allowing users to investigate specific pipe attributes and conditions, including viewing the inspection reports and links to videos captured during the inspection.
6. **Defensible Space Mobile Data Collection** – This task involved the creation of a field data collection configuration for the purposes of capturing information related to the Fire Departments defensible space inspections.
7. **Defensible Space Dashboard** – This task involved the creation of a dashboard web application for the display of results generated during the Fire Departments defensible space inspections. The dashboard displays locations of property inspections categorized by property type (improved/not improved) and by inspection status. The dashboard also displays the total number of inspections performed, the total number of properties by inspection status, including individual inspection results for each property inspected. Inspection reports can also be generated by individual property or for multiple properties at one time.
8. **Water Meter Mobile Data Collection** - This task involved the creation of a field data collection configuration for the purposes of capturing information related to water meter locations and attributes.
9. **Water Valve Inspection Mobile Data Collection** - This task involved the creation of a field data collection configuration for the purposes of capturing information related to water valve inspections,

including locations and attributes.

10. **Water Valve Inspection Web Application** - This task involved the creation of a web application for the display of results generated during water meter inspections and exercising. The web application displays locations of valves, a list of inspected valves, date filters, and individual valve details.
11. **Fire Hydrant Maintenance Inspection Mobile Data Collection** - This task involved the creation of a field data collection configuration for the purposes of capturing information related to fire hydrant maintenance and inspections, including locations and attributes.
12. **Construction Drawing Index Web Application** – This task involved the re-development of the City’s existing construction drawing application. The new application provides a filter tool to easily identify drawings based on year, title, index #, permit #, and/or street/address. The application displays the drawing boundaries, provides drawing details, and drawings can be viewed directly within the application or downloaded via direct link.
13. **Recorded Maps Index Web Application** - This task involved the re-development of the City’s existing recorded maps index application. The new application provides a filter tool to easily identify maps based on date, name, document #, map #, and/or street(s). The application displays the map boundaries, provides map details, and maps can be viewed from the county recorders document management system, accessible via direct link.
14. **Community Development Status Web Application** – This task involved the creation of a web application for the purposes of displaying current development status information. Property locations under development review are displayed and listed by the status of the review. Users can select an address within the list and view the location on a map. Information about the location, including the current status is displayed. Direct links provide access to the Community Development Department’s property documents for the location.

In Progress Tasks:

1. **New Fire Hydrant Inspection Mobile Data Collection** – This task involves the creation of a field data collection configuration for the purposes of capturing information related to the installation of new fire hydrants.
2. **Fire Hydrant Flow Testing Mobile Data Collection** - This task involves the creation of a field data collection configuration for the purposes of capturing information related to fire hydrant flow testing. Testing parameters and results input into the form are utilized for real time capacity calculations.
3. **GIS to CAD Automated Conversion** - This task involves the automation of the process for extraction and conversion of utility, parcel, and street data from the Enterprise GIS database to AutoCAD dwg files for use in Engineering projects. The process is being scheduled to run periodically to provide Engineers with the latest utility asset information on a regular basis.
4. **Environmental Permit Assets Mobile Data Collection** – This task involves the creation of a field data collection configuration for the purposes of capturing the locations of assets (grease interceptors, sand/oil separators and type 1 manholes) located at permitted locations that are owned and managed by permit holders. Integration with the City’s READYAsset platform provides permit information as well as open work order information related to the permitted location.
5. **Environmental Permit Assets Web Application** – This task involves the creation of a web application for the purposes of displaying environmental permit locations and viewing/editing their related assets. Permit and open work order information originating from READYAsset is searchable

and viewable. Searching and identification of locations by information such as known chemicals onsite is supported within the web application.

6. **Transportation Data Schema** – This task involves the development of GIS database schemas for features related to transportation infrastructure. Including intersections, crosswalks, signals, signs, and other related features.
7. **City GIS Portal Site Improvements** – This task involves the continued support for the improvements and updates to the City’s GIS Portal site. The City’s GIS Portal site functions and the main access hub for all the City’s GIS applications.

Planned Tasks for FY 2021 and Beyond

1. **GIS Mobile Data Collection General Support** – Ongoing efforts to support field data collection throughout City departments.
2. **Data & Workflow Coordination between GIS and READYAsset** – Support for the further integration between GIS and the City’s work order and asset management system.
3. **Environmental Pretreatment GIS App Support & Workflow Development** – Web & mobile application and data workflow in support of the city’s pre-treatment program.
4. **Parks/Facilities Asset Hierarchy Development** – Building upon the success of the facility condition assessment and in support of the City’s asset management program, Atkins will assist the City with the development of asset hierarchy’s for parks and facilities.
5. **Enterprise GIS Architecture Update** – Atkins will support the City with a re-structuring of GIS system components in order to optimize service and licensing.
6. **GIS Portal/Server Backup and Failover Strategy** – Building on the GIS architecture restructuring, Atkins will support the City with a disaster recovery and fail over strategy that will solidify the platform as use is further adopted throughout the city.
7. **Enterprise Geodatabase Restructuring** – This effort will support the modernization of legacy datasets. Schemas will be evaluated, updated data designs will be developed and implemented.
8. **Migrate Capital Projects Planning Apps to GIS Portal** – This effort will include the migration of apps, maps and data that are currently hosted on ArcGIS Online. ArcGIS Online is a credit-based model that also requires named user licensing. Moving these items to the City’s Portal will reduce the credit consumption on ArcGIS online and place them within the centralized environment providing better access for City staff.
9. **Manhole Inspection Data Review & Workflow Improvements** – This effort will include re-vamping the manhole inspection field data collection configuration. Improvements will target simplifying input and incorporating additional collection inputs.
10. **Pavement Maintenance Capture:** – This effort will include the creation of data collection processes and workflows to support capture of pavement maintenance information for city owned pavement assets. This information will be linked to current project data to assist with the planning and execution of future maintenance activities.

11. **Strategic Asset Management Plan Development** – This effort will include the first-generation strategic asset management plan (SAMP). Which will describe the activities that should be performed to ensure assets are managed and used optimally in the delivery of the City’s goals and objectives.
12. **Asset Management Policy Development** – This effort will include the development of an asset management policy template that is seeded with “leading text” to facilitate ideation and direct text development by senior City staff. The template will be taken directly from ISO 55000 best practice. Atkins will facilitate the City’s work on making the policy content its own. The outcome will be either a final policy for adoption, or an advanced draft.
13. **Asset Systems Plans Development** – This effort will develop asset type specific asset management plans (or AMPs). An AMP is a tactical 3 to 5-year management plan for a specific asset type, where the management plan is inclusive of maintenance, operations, rehab/renewal, capacity planning, fit for purpose, risk, and more. AMPs are the ‘play-book’ that pull the multiple disparate business silos into a cohesive unit that supports asset performance targets. Atkins will develop AMPs one asset type at a time in either on-site or remote workshops.
14. **Data Provisioning Assistance for Asset Management BI/Dashboarding** – This effort will stand up a pilot PowerBI asset management dashboard and document the data, people, process, and technology gaps found through the pilot. The PowerBI dashboard will be intended to be a living deliverable that the City can continue to progress.
15. **GIS Editing Dashboard Development (version tracking)** – This effort will include the creation of a web dashboard for the purposes of identifying and tracking edits made to City assets through various data capture and editing application interfaces.
16. **Redesign City GIS Web Application** – This effort will include the creation of a new GIS web application, built upon the City’s Enterprise GIS platform. This web application will serve to replace the functionality in the current, third party hosted MapGeo application.
17. **Water System Asset Criticality Analysis Support** – This effort will develop a normalized criticality scale for all City asset types, and then will assign criticality scores to individual asset types that make up the water transmission and distribution system(s). Criticality scores and their application to assets will be developed in workshop environments with key asset SMEs from a number of City business areas (not just maintenance, not just engineering). Workshops will be heavily reliant on GIS as a common visualization tool.
18. **Field Asset Data Collection Workflow Improvement** – This effort will include the development of new protocols, procedures, and workflows to support data collection on assets in the field at the time of install. Field data collection configurations will also be developed in support of this effort.
19. **City Road Closure Application Development** – This effort will include the development of a web application to identify and communicate information related to road closures within the city related to maintenance and other activities.

ATTACHMENT B

CARSON CITY GIS ON-CALL FY 2021 PROFESSIONAL SERVICES

ATKINS FEE SCHEDULE

OFFICE PERSONNEL

Asset Management SME	290.00/hr.
Project Director	230.00/hr.
Sr. Software Developer III	191.00/hr.
Project Manager	185.00/hr.
Sr. GIS Analyst II	162.00/hr.
Sr. Software Developer I	129.00/hr.
Sr. GIS Analyst I	114.00/hr.
GIS Analyst II	106.00/hr.

EQUIPMENT

Company Vehicle Charges	\$48.00/day
Personal Vehicle Mileage	\$0.575/mile

NOTES:

- (1) Hourly rates for positions not listed will be negotiated on an as needed basis.
- (2) Hourly rates are applicable for fiscal year from July 1, 2020 to June 30, 2021.
- (3) Hourly rates beyond June 30, 2021 will be negotiated as needed.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300032

Title: On-Call Geographic Information System Services

THIS CONTRACT made and entered into this 30th day of June, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Atkins, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONSULTANT'S** compensation under this agreement (does) (does not 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 **CONSULTANT** for **CONTRACT No. 20300032** (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 signed by all parties and insurance certificates are received.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

For P&C Use Only	
CCBL expires	<u>12/31/20</u>
GL expires	<u>10/15/20</u>
AL expires	<u>10/15/20</u>
PL expires	<u>4/30/21</u>
WC expires	<u>10/15/20</u>

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2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

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

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

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300032

Title: On-Call Geographic Information System Services

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

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

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

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

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

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

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

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

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

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

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

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

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT's** non-compliance with this Section.

2.8 **CITY Responsibilities:**

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

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

3. **CONTRACT TERM:**

3.1 This Contract shall be effective from July 1, 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.

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

Brian Janes, Project Director
 Atkins
 10509 Professional Circle, Suite 102
 Reno, NV 89521
 775-828-1622
Brian.janes@atkinsglobal.com

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

Carson City Purchasing and Contracts Department
 Carol Akers, Purchasing and 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 **CONSULTANT** will provide the **SERVICES** specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Forty Nine Thousand Nine Hundred Ninety Nine Dollars and 00/100 (\$49,999.00), and hereinafter referred to as "Contract Sum".

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

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

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

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

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

6. TIMELINESS OF BILLING SUBMISSION:

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

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CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

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

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

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7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

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

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

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

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

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

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at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

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

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available 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 **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of 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 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

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11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

12. INDEPENDENT CONTRACTOR:

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

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

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

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

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required

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evidence of insurance to CITY Purchasing and Contracts, and (2) CITY has approved the insurance policies provided by CONSULTANT.

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

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by CITY, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the 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 **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, **CONSULTANT** shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

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

13.8 **Certificate Holder:** Each 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.

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

13.10 **Waiver of Subrogation:** Each liability insurance policy, 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 **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by CITY. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$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, **CONSULTANT** 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

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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, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONSULTANT** 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 **CONSULTANT**.

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

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the 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 **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, 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.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONSULTANT 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.

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- 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 Consultant 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 Consultant 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 Consultant 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 automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** 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 **CONSULTANT** 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, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT'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 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

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

13.23.3 **CONSULTANT** 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 Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

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

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

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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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 **CONSULTANT** (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 **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING:

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

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

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

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

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

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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, **CONSULTANT** 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 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. STANDARD CARE:

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

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only for the period of time specified in this Contract. Any **SERVICES** performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the **SERVICES** under this Contract involve a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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29. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

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: 
Sheri Russell, Chief Financial Officer

Dated 6/12/20

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: 
Deputy District Attorney

Dated 06/10/2020

CITY'S ORIGINATING DEPARTMENT

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

BY: Carol Akers
Purchasing & Contracts Administrator

Account: 1013015 500309

By: 

Dated 6/30/20

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Brian Janes

TITLE: Project Director

FIRM: Atkins

CARSON CITY BUSINESS LICENSE #: BL-000707-202

Address: 10509 Professional Circle, Suite 102

City: Reno **State:** NV **Zip Code:** 89521

Telephone: 775-828-1622

E-mail Address: brian.janes@atkinsglobal.com



(Signature of Consultant)

DATED 6/24/20

Exhibit A

ATKINS

Member of the SNC-Lavalin Group

Atkins
10509 Professional Circle
Suite 102
Reno, NV 89521

atkinsglobal.com
snclavalin.com

Matt Lawton
Carson City Public Works
3505 Butti Way
Carson City, NV 89701-3498

5 June, 2020

Dear Matt,

Per your request, I am submitting this proposal for providing GIS professional services on behalf of Atkins North America for Fiscal Year 2021. This proposal is for a time and material task order contract with a total budget not to exceed \$49,999.

Atkins North America will provide services related to GIS On-Call support as requested by Carson City Public Works, including, but not limited to:

- Application development and support
 - Existing application maintenance and improvements
 - Hydrant Flow Test App Completion
 - New Hydrant Inspection App Development
 - Improve GIS Portal Page with an App Gallery
- GIS system architecture and implementation
 - GIS Backup and Failover Strategy
- Routine system support and maintenance

Thank you for this opportunity and feel free to contact me anytime.



Brian Janes, P.E.
Project Director
775-789-9831

Attachment A – FY 2021 Professional Services Fee Schedule

ATTACHMENT A
CARSON CITY GIS ON-CALL FY 2021 PROFESSIONAL SERVICES
ATKINS FEE SCHEDULE

OFFICE PERSONNEL

Project Director	230.00/hr.
Sr. Software Developer III	191.00/hr.
Project Manager	185.00/hr.
Sr. GIS Analyst II	162.00/hr.
Sr. Software Developer I	129.00/hr.
Sr. GIS Analyst I	114.00/hr.
GIS Analyst II	106.00/hr.

EQUIPMENT

Company Vehicle Charges	\$48.00/day
Personal Vehicle Mileage	\$0.575/mile

NOTES:

- (1) Hourly rates for positions not listed will be negotiated on an as needed basis.
- (2) Hourly rates are applicable for fiscal year from July 1, 2020 to June 30, 2021.
- (3) Hourly rates beyond June 30, 2021 will be negotiated as needed.