

**City of Carson City
Agenda Report**

Date Submitted: October 28, 2010

Agenda Date Requested: November 16, 2010

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to approve Contract No. 1011-164 pursuant to NRS 332.115(1)(b) (below) with Ice Rink Supply to provide and setup the Arlington Square Ice Rink through January 30, 2011, for a not to exceed cost of \$110,000.00 to be funded from the Redevelopment Professional Services Account in the Administrative Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Staff Summary: At the October 21, 2010 meeting of the Board of Supervisors, approval was given for the operation of an ice skating rink venue at Arlington Square in downtown Carson City. The Parks and Recreation Department will be operating the rink including securing ice rink equipment from Ice Rink Supply.

The agreement includes rental, set-up, and removal of ice rink equipment for the period beginning November 24, 2010 and terminating no later than January 30, 2011. As a condition of the agreement 50% of the total fee (\$55,000.00) was to be paid to the vendor by Carson City no later than October 22, 2010.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1011-164 pursuant to NRS 332.115(1)(b) (below) with Ice Rink Supply to provide and setup the Arlington Square Ice Rink through January 30, 2011, for a not to exceed cost of \$110,000.00 to be funded from the Redevelopment Professional Services Account in the Administrative Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: Pursuant to NRS 332.115 subsection 1 (b), staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(b) Professional services;

are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

(Added to NRS by 1975, 1538; A 1987, 296, 1484; 1991, 337, 349, 648, 1934, 1935; 1997, 132; 1999, 889, 1684; 2001, 1317; 2003, 620, 2262; 2005, 226, 2554)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (b)

Fiscal Impact: \$110,000.00




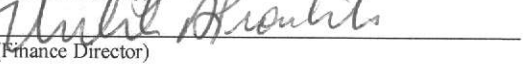
Explanation of Impact: Amount of contract

Funding Source: 101-6069-451-0309

Alternatives: Provide other direction

Supporting Material: Contract No. 1011-164

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Coordinator

Reviewed By:  Date: 11/8/10
 (Parks and Recreation)
 Date: 11/8/2010
 (City Manager)
 Date: 11/8/10
 (District Attorney)
 Date: 11/8/10
 (Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
 2) _____ _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

THIS CONTRACT, made and entered into this 16th day of November, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Ice Rink Supply hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

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

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 1011-164 Arlington Square Ice Rink Equipment Rental and Professional Services** are both necessary and in the best interests of **CITY**; and

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

1 **REQUIRED APPROVAL:**

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

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from November 16, 2010 subject to Carson City Board of Supervisors' approval (anticipated to be November 16, 2010) to January 30, 2011, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

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

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For P&C Use Only GL expires _____ WC expires _____
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3.2 at the address specified below.

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

Muriel A. Cabrera, Senior Design Engineer
Ice Rink Supply
Rm. 201-202 TPE BLDG
Banilad, Cebu City
Philippines 6000
812-358-7328
engineering@icerinksupply.com

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

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
SScott@carson.org

4 **SCOPE OF WORK:**

4.1 **CONTRACTOR** shall provide and perform the following services for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.1.1 **CONTRACTOR** will provide for the turnkey equipment rental of ice skating rink equipment, professional installation, and professional support services, for a holiday-season ice skating venue in Carson City, Nevada. To be open to the public November 24, 2010 through January 30, 2011.

4.1.2 **Required Timing:** installation window: November 15, 2010 – November 23, 2010;
Open to Public: November 24, 2010 – January 30, 2011.

4.1.3 **EQUIPMENT AND PROFESSIONAL SERVICES TO BE PROVIDED BY CONTRACTOR AS DEFINED BY EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.**

4.1.4 **CITY RESPONSIBILITIES**