

**City of Carson City
Agenda Report**

Date Submitted: December 3, 2010 **Agenda Date Requested:** December 16, 2010
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: Action to approve Contract No. 1011-180 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with PacificWest Energy Solutions, Inc., to provide Professional Services for the Corporate Yard Salt Shed Solar Photovoltaic System through July 30, 2011 for a not to exceed amount of \$83,553.00 to be funded from the Storm Drain Account – Salt Cover as provided in FY 2010/2011 and FY 2011/2012.
(Sandy Scott-Fisher)

Staff Summary: This contract is to provide Professional Services which include: Salt Shed Building Design, Photovoltaic System Design, Construction Management and Commissioning for the Public Works Corporate Yard Salt Shed Solar Photovoltaic System Project.

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. 1011-180 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with PacificWest Energy Solutions, Inc., to provide Professional Services for the Corporate Yard Salt Shed Solar Photovoltaic System through July 30, 2011 for a not to exceed amount of \$83,553.00 to be funded from the Storm Drain Account – Salt Cover as provided in FY 2010/2011 and FY 2011/2012. *(Sandy Scott-Fisher)*

Explanation for Recommended Board Action: Pursuant to **NRS 332.115(1)(b):** (1) Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services and **NRS 625.530**, contracts for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of service to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding.

Applicable Statute, Code, Rule or Policy: NRS 332.115(1)(b) and NRS 625.530

Fiscal Impact: \$83,553.00

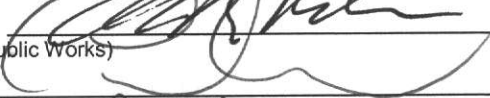

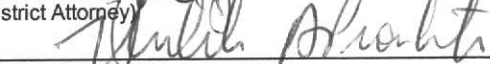

Explanation of Impact: Amount of contract.

Funding Source: Storm Drain Account – Salt Cover 505-3702-437-7774 as provided in FY 2010/2011 and FY 2011/2012.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1011-180 and Exhibit A

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

Reviewed By:  Date: 12-6-10
(Public Works)
 Date: 12/2/10
(City Manager)
 Date: 12/6/10
(District Attorney)
 Date: 12/2/10
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**

Contract No. 1011-180

**Professional Services for the Public Works Corporate Yard Salt Shed Solar
Photovoltaic System**

THIS CONTRACT, made and entered into this 16th day of December, 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 PacificWest Energy Solutions, Inc. hereinafter referred to as the "**CONSULTANT**".

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 **CONSULTANT** for **CONTRACT No. 1011-180 Professional Services for the Public Works Corporate Yard Salt Shed Solar Photovoltaic System** 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 December 16, 2010, subject to Carson City Board of Supervisors' approval (anticipated to be December 16, 2010) to July 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 at the address specified below.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**

Contract No. 1011-180

**Professional Services for the Public Works Corporate Yard Salt Shed Solar
Photovoltaic System**

For P&C Use Only
CCBL expires _____
GL expires _____
AL expires _____
PL expires _____
WC expires _____

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

Robert Cho, P.E., CEM, CMVP
PacificWest Energy Solutions, Inc.
561 Keystone Avenue #300
Reno, Nevada 89503
775-787-6084/FAX 775-473-9095
rcho@pacwestes.com

3.1.2 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, Nevada 89701
775-283-7137 / FAX 775-887-2107
SScott@carson.org

4 **SCOPE OF WORK:**

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

4.2 **CONSULTANT** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

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

4.4 **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**.