

**City of Carson City
Agenda Report**

Date Submitted: April 12, 2011

Agenda Date Requested: April 21, 2011
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: Action to approve Contract No. 1011-218 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Manhard Consulting Ltd., to provide Professional Services for the Ormsby Booster Pump Station through May 1, 2012 for a not to exceed amount of \$84,798.00 to be funded from the Water Account – Ormsby Water Tank Project 520-3505-435-79-04 as provided in FY 2010/2011 and FY 2011/2012. *(Kim Belt)*

Staff Summary: This contract is to provide Professional Services which include: Booster Pump Station Design, Permit Applications, Specifications and Contract Document Preparation, Grant of Easement preparation and Bidding Assistance for the Ormsby Booster Pump Station Project. This project is part of the regional water 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. 1011-218 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Manhard Consulting Ltd., to provide Professional Services for the Ormsby Booster Pump Station through May 1, 2012 for a not to exceed amount of \$84,798.00 to be funded from the Water Account – Ormsby Water Tank Project 520-3505-435-79-04 as provided in FY 2010/2011 and FY 2011/2012. *(Kim Belt)*

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: \$84,798.00

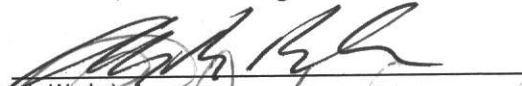



Explanation of Impact: Amount of contract.

Funding Source: Water Account - Ormsby Water Tank Project 520-3505-435-79-04 as provided in FY 2010/2011 and FY 2011/2012.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1011-218 and Exhibit A

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:  Date: 4/12/11
(Public Works)
 Date: 4/12/11
(City Manager)
 Date: 4/12/11
(District Attorney)
 Date: 4/12/11
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)
Contract No. 1011-218**

Title: Engineering Services for Ormsby Booster Pump Station

THIS CONTRACT, made and entered into this 21st day of April, 2011, 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 Manhard Consulting Ltd. hereinafter referred to as the "**CONSULTANT**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager 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. 1011-218** 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 April 21, 2011 subject to Carson City Board of Supervisors' approval (anticipated to be April 21, 2011) to May 1, 2012, 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 Surveyors)**

Contract No. 1011-218

Title: Engineering Services for Ormsby Booster Pump Station

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:

Mark Rotter, P.E.
Manhard Consulting Ltd.
3476 Executive Pointe Way, Suite 12
Carson City, Nevada 89706
775-882-5630/FAX 775-885-7282
mrotter@manhard.com

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

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
KBelt@carson.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.