

**City of Carson City
Agenda Report**

Date Submitted: April 21, 2011

Agenda Date Requested: May 5, 2011
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: Action to approve Contract No. 1011-226 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with PacificWest Energy Solutions, Inc., to provide Professional Services for the Carson City Public Safety/Sheriff's Administration/WWTP Solar Project through January 30, 2012 for a not to exceed amount of \$145,000.00 to be funded from Various Power Account Funds as provided in FY 2010/2011 and FY 2011/2012. *(Kim Belt)*

Staff Summary: This contract is to provide Professional Services which include: Solar Photovoltaic System Design, Specifications and Contract Document Preparation, Bidding Assistance and Construction Management for the Carson City Public Safety/Sheriff's Administration/WWTP Solar 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. 1011-226 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with PacificWest Energy Solutions, Inc., to provide Professional Services for the Carson City Public Safety/Sheriff's Administration/WWTP Solar Project through January 30, 2012 for a not to exceed amount of \$145,000.00 to be funded from Various Power Account Funds 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: \$145,000.00

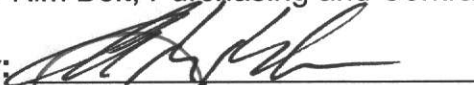



Explanation of Impact: Amount of contract.

Funding Source: Wastewater Account –Wastewater Power 510-3202-434.07-12, Sheriff Admin Power Account - 101-2005-421-0712 and Courthouse Power Account - 101-0215-419-0712 as provided in FY 2010/2011 and FY 2011/2012.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1011-226 and Exhibit A.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:  Date: 4/26/11
(Public Works)
 Date: 4/24/11
(City Manager)
 Date: 4/25/11
(District Attorney)
 Date: 4/25/11
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)
Contract No. 1011-226
Carson City Public Safety/Sheriff's Administration/WWTP Solar Project**

THIS CONTRACT, made and entered into this 5th day of May, 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 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. 1011-226 Carson City Public Safety/Sheriff's Administration/WWTP Solar Project** 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 May 5, 2011, subject to Carson City Board of Supervisors' approval (anticipated to be May 5, 2011) to January 30, 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 Surveyor's)**

Contract No. 1011-226

Carson City Public Safety/Sheriff's Administration/WWTP Solar Project

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
800-310-9080/800-310-9596 fax
rcho@pacwestes.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, Nevada 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. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONSULTANT** to **CITY**.