### City of Carson City Agenda Report

Date Submitted: February 17, 2012 Agenda Date Requested: March 1, 2012

Time Requested: Consent

To: Mayor and Supervisors From: Purchasing and Contracts

**Subject Title:** For Possible Action: To accept Public Works recommendation to approve Amendment No. 1 to Contract No. 1011-226 with PacificWest Energy Solutions, Inc. titled "Carson City Public Safety/Sheriff's Administration/WWTP Solar Project" to change the scope of work, increase the contract in an amount of \$12,000.00 from \$145,000.00 to \$157,000.00 and to increase the contract term from January 30, 2012 to June 30, 2012. (*Kim Belt*)

**Staff Summary:** On May 5, 2011, The Carson City Board of Supervisors approved the above listed contract in the amount of \$145,000.00. This request is to amend the contract scope of work, amount and term. 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.

During the design process, it was determined that it was more cost effective to combine all three projects at the Wastewater Treatment Plant rather than pay the additional costs associated with re-roofing the Sheriff's Administration and Courthouse Buildings, while there was still remaining life in those roofs. The contract is being amended to cover additional design costs associated with increasing the size of the system at the Wastewater Treatment Plant as well as additional costs incurred while finding a suitable location for the installation at the Wastewater Treatment Plant

Type of Action Requested: (check or	ne)
() Resolution (_X) Formal Action/Motion	() Ordinance () Other (Specify)
Does This Action Require A Busines	s Impact Statement: () Yes (_X) No

Recommended Board Action: I move to accept Public Works recommendation to approve Amendment No. 1 to Contract No. 1011-226 with PacificWest Energy Solutions, Inc. titled "Carson City Public Safety/Sheriff's Administration/WWTP Solar Project" to change the scope of work, increase the contract in an amount of \$12,000.00 from \$145,000.00 to \$157,000.00 and to increase the contract term from January 30, 2012 to June 30, 2012. (*Kim Belt*)

**Explanation for Recommended Board Action:** Staff recommends amending contract 1011-226 with PacificWest Energy Solutions, Inc. in order to complete project development services for the 300KW solar photovoltaic system at the Wastewater Treatment Facility which was originally priced for a 100KW project.

Applicable Statute, Code, Policy, Rule or Regulation: Nevada Revised Statutes 625.

Fiscal Impact: None

**Explanation of Impact:** If approved Contract 1011-226 scope of work will be changed, contract amount amended and contract term will be increased.

Funding Source: N/A.

Alternatives: Provide other direction pursuant to Board Action.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:

(Public Works)

Date: 2/2//2

(City Manager)

Date: 2/2//2

Date: 2/2//

Supporting Material: Contract Amendment No. 1.

(Vote Recorded By)

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR **AMENDMENT No. 1**

**Contract No. 1011-226** 

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

THIS AMENDMENT is made and entered into this 1st day of March, 2012, 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 Pacific West Energy Solutions, Inc., hereinafter referred to as the "CONSULTANT", and is made to amend the existing contract known as CONTRACT # 1011-226.

#### WITNESSETH:

WHEREAS, during the performance of CONSULTANT'S duties pursuant to CONTRACT # 1110-226 the CITY requested additional tasks of the CONSULTANT that were not within the original Scope of Work of the CONTRACT; and

WHEREAS, the CITY and CONSULTANT desire to amend CONTRACT to provide CONSULTANT authorization to perform the additional work and to compensate CONSULTANT for the additional work; and

WHEREAS, said amendment is at the request of both the CITY and CONSULTANT, and that significant benefit will be derived by the CITY for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, CITY and CONSULTANT, by and through their respective authorized representatives hereby agree to:

- Amend Paragraph 2.1 of CONTRACT # 1011-226 to provide in its entirety as follows: 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 June 30, 2012, unless sooner terminated by either party as specified in Section 7 Contract Termination.
- Amend Paragraph 4.1 of CONTRACT #1011-226 to provide in its entirety as follows: 2
  - CONSULTANT shall provide and perform the following services set forth in Exhibit A to this agreement, Exhibit B to Contract Amendment No. 1 to CONTRACT #1011-226 attached hereto and incorporated herein by reference for and on behalf of CITY hereinafter referred to as the "SERVICES".
- Amend Paragraph 5.1 of CONTRACT #1011-226 to provide in its entirety as follows: 3
  - City agrees to pay CONSULTANT the CONTRACT SUM based upon time and materials for a not to exceed amount of One Hundred Fifty Seven Thousand Dollars and No Cents (\$157,000.00), which is an increase to the contract amount by Twelve Thousand Dollars and No Cents (\$12,000.00)

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.

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR **AMENDMENT No. 1**

## Contract No. 1011-226

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

### ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

**CARSON CITY** 

Finance Director

Attn: Kim Belt, Purchasing &

Contracts Manager

201 North Carson Street Suite 3

Carson City, Nevada 89701

Telephone: 775-283-7137

Fax: 775-887-2107 KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve

as to its legal form.

Deputy District Attorney

DATED 2/21/12

DATED

### CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director

Carson City Public Works Department

3505 Butti Way

Carson City, NV 89701 Telephone: 775-283-7367

Fax: 775-887-2164 ABurnham@carson.org

DATED

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR AMENDMENT No. 1

**Contract No. 1011-226** 

Carson City Public Safety/Sheriff's Administration/WWTP Solar Project Robert Cho, P.E., CEM, CMVP, deposes and says: That he is the CONSULTANT or authorized agent of the CONSULTANT; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

BY: Robert Cho, P.E., CEM, CMVP TITLE: President FIRM: PacificWest Energy Solutions, Inc. CARSON CITY BUSINESS LICENSE #: 12-27095 Address: 561 Keystone Avenue #300 City: Reno State: Nevada Zip Code: 89503 Telephone: 800-310-9080 Fax #: 800-310-9596 E-mail Address: rcho@pacwestes.com	
(Signature of CONSULTANT)	
DATED	
TATE OF)	
county of)	
igned and sworn (or affirmed) before me on this day of March, 2012, by Robert Ch	ο.
Signature of Notary)	
Notary Stamp)	

CONSULTANT

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR AMENDMENT No. 1

**Contract No. 1011-226** 

Carson City Public Safety/Sheriff's Administration/WWTP Solar Project CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on March 1, 2012, approved the acceptance of **CONTRACT No. 1011-226**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

	CARSON CITY, NEVADA
	ROBERT L CROWELL, MAYOR
ATTEST:	DATED this 1 <sup>st</sup> day of March, 2012.
ALAN GLOVER, CLERK-RECORDER	
DATED this 1 <sup>st</sup> day of March, 2012.	



April 12, 2011

Public Safety/Sheriff's Administration/Waste Water Treatment Plant Solar Photovoltaic System Professional Services Proposal

#### Client:

City of Carson City Public Works Department 3505 Butti Way Carson City, Nevada 89701

#### Price:

\$145,000

Scope of Services:

Professional services to include: Photovoltaic System Design, Construction Management, and Commissioning.

This proposal is comprised of the following items:

1.	Photovoltaic System Design	\$77,000
2.	Construction Management	\$49,125
3	Commissioning	\$18,875

- 4. Project Development & Construction Schedule
- 5. General Conditions & Exclusions
- 6. Fee Schedule
- 7. Estimated Project Construction Budget

### 1. Solar Photovoltaic Design

PacificWest to provide the following services:

- Provide main oversight and lead project development services and design process
- Perform utility bill analysis and data modeling
- Conduct site audits and the following as needed:
  - Take electrical spot measurements, install/retrieve data loggers, process data as needed
  - Take solar readings and site preliminary systems
  - o Review building structural constraints
  - o Develop list of feasible facility installations based on site findings
  - o Perform analysis of solar photovoltaic systems and determine savings potential
  - o Develop scope of work & preliminary pricing
  - Develop scope of work for M&V/Commissioning activities
  - Develop preliminary Project Cash Flow
- Review applicable permit/rebate requirements and assess potential associated risk
- Initiate applicable permit/rebate application process



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- Provide Detailed Design and Construction Drawings for an optimized design for the Public Safety Building estimated at 100KW AC Solar Photovolatic System, Sheriff's Administration Building estimated at 100KW AC Solar Photovolatic System, and Waste Water Treatment Plant estimated at 100KW AC Solar Photovolatic System with the following items as needed:
  - Conceptual Design Preliminary panel layouts, counts, sizes, inverter capacity & layout
    - Public Safety Shaded Carport Mount
    - Sheriff's Administration Shaded Carport Mount
    - Waste Water Treatment Plant Ground Mount
  - Design Development Final equipment specifications, performance ratings, mounting specifications
  - Construction Documents Equipment Schedules, Single Line Diagrams, Three Line Diagrams as needed, Structural Calculations as needed, Mounting Diagrams, Energy Calculations
- Develop detailed final project scope of work
- Provide initial construction schedule with critical path items
- Prepare bid packages including Client specifications and approved scope of work
  - Ensure construction schedules with time constraints included in bid packages
- Conduct bid process and contractor proposal review
- Conduct Request For Information (RFI) process and obtain submittals from contractors
- Assist Client in contractor selection, award, and contract negotiations
- Assist Client in obtaining special use permits: provide support with applications, conceptual renderings, reports, attend hearings, and other applicable tasks, as needed
- Provide Solar Project Report & update document set at project close
- Review Solar Project Report and make revisions as necessary

# 2. Construction Management

PacificWest to provide the following services:

- Provide assistance with project oversight and construction management process
- Provide construction schedule with progress updates on a monthly basis
- ♦ Conduct customer information & project update meetings on a regular interval TDB
- ♦ Assist with all contracts, work orders, purchases orders, change orders, and work flow processes to ensure timely and budgeted cost delivery
- Complete applicable permit and rebate applications upon design completion
- Assist with daily construction activities and communication (PacificWest to provide up to 12 days of site visits/supervision throughout project construction)
- Ensure work by all Contractors are provided in accordance to all applicable state/local codes, local utility requirements/incentive guidelines, and safety requirements
- Assist in utility interconnection activities with contractor
- Develop punch list and project close out activities
- Coordinate inspections
- Obtain substantial completion and project finalization documentation upon project



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completion and punch list checkout

◆ Coordinate Client training & operations and maintenance manuals provided by Contractor

### 3. Commissioning

PacificWest to provide the following services:

- Provide main oversight and lead commissioning process
- Develop measurement & verification (M&V) plan
- ♦ Review M&V plan with Client
- ♦ Incorporate revisions
- Implement start up and testing procedure
- Develop Commissioning Analysis & Report
- Develop corrective punchlist
- Coordinate final inspections
- Obtain Certificate of Completion

# 4. Project Development & Construction Schedule

Please see attached Project Development & Construction Schedule.

**EXHIBIT A** 



# 5. General Conditions & Exclusions

General Conditions & Exclusions as noted:

• This proposal expires (30) days from the date of this proposal.

- Any alteration or deviations from the above specifications involving extra cost of material or labor will be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract.
- Client Appointed Engineering Manager or Project Manager Shall Provide Oversight & All Appropriate Approvals.
- PacificWest does not guarantee or warrant construction pricing, bids, schedules, incentive/rebate payment, or calculated savings amounts pertaining to the consulting Scope of Services.

### 6. Fee Schedule

PacificWest Energy Solutions typical fee schedule has been provided below.

## PROFESSIONAL SERVICES FEE SCHEDULE

\$165 Per Hour
\$125 Per Hour
\$95 Per Hour
\$85 Per Hour
\$75 Per Hour
\$60 Per Hour

## 7. Estimated Project Construction Budget

Please see attached Estimated Project Construction Budget.

# **ESTIMATED PROJECT CONSTRUCTION BUDGET**

Client Information

Client/Job Number:

Carson City:

Client Name:

Carson City:

Address:

3505 Butti Way

City, State Zip:

Carson City, NV 89701

Customer Type:

Local Government

**Project Information** 

Services Provided:

Public Safety/Sheriff's Administration/WWTP 300KW AC PV Construction

Project Duration:

5 Months Design/Bid, 6 Months Construction, 1 Month Commissioning

**Project Funding** 

Description NV Energy Rebate Capital Contribution

\$ 1,500,000 \$ 745,000

Subtotal

Totals

\$ 2,245,000

**Project Expenses** 

Description Design/CM Solar PV Contingency

Subtotal
\$ 145,000
\$ 2,000,000
\$ 100,000

Totals

\$ 2,245,000

**Net Totals** 

\$

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January 10, 2012

# Corporate Yard WWTP Solar Photovoltaic System Professional Services Change Order #1

#### Client:

City of Carson City
Public Works Department
3505 Butti Way
Carson City, Nevada 89701

### Price:

\$12,000

### Scope of Services:

Professional services to include WWTP Solar Revised Design.

This proposal is comprised of the following items:

1. WWTP Revised Design

\$12,000

- 2. General Conditions & Exclusions
- 3. Fee Schedule

### 1. WWTP Revised Design

PacificWest to provide the following services:

- Provide main oversight and lead project development services and design process for a 300KW solar photovoltaic system originally priced for 100KW
- Changes include but not limited to:
  - o Increased structural requirements & calculations
  - o Increased electrical requirements & calculations
  - o Increased footing, grade beam, and building components
  - Solar PV system redesign
- Provide revised Construction Drawings for the changes noted above

#### 2. General Conditions & Exclusions

General Conditions & Exclusions as noted:

- This proposal expires (30) days from the date of this proposal.
- Any alteration or deviations from the above specifications involving extra cost of material or labor will be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract.
- Client Appointed Engineering Manager or Project Manager Shall Provide Oversight & All Appropriate Approvals.
- PacificWest does not guarantee or warrant construction pricing, bids, schedules,



incentive/rebate payment, or calculated savings amounts pertaining to the consulting Scope of Services.

### 3. Fee Schedule

PacificWest Energy Solutions typical fee schedule has been provided below.

### PROFESSIONAL SERVICES FEE SCHEDULE

PERSONNEL Senior Engineer/Construction Manager	\$165 Per Hour
Energy Engineer	\$125 Per Hour
Energy Analyst	\$95 Per Hour
CAD Designer	\$85 Per Hour
Auditor (Data Collection)	\$75 Per Hour
Administrative Assistant (Reports)	\$60 Per Hour