

**City of Carson City
Agenda Report**

Date Submitted: December 4, 2010

Agenda Date Requested: December 16, 2010
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: Action to Amend Contract No. 0910-171 Solar Project with PacificWest Energy Solutions, Inc., to increase the Scope of Work to include the redesign of the Solar Photovoltaic System on the Public Works Truck Shed, extend the contract termination date to December 30, 2010, and to increase the Contract amount from \$66,485.00 to \$73,910.00 from the Capital Project/Solar Project (ARRA) Fund Account as provided in FY 2010/2011. *(Sandy Scott-Fisher)*

Staff Summary: If approved, the Scope of Work for this contract will be to provide redesign of the Solar Photovoltaic System on the Public Works Truck Shed to accommodate two (2) 60 KW inverters instead of the originally designed one (1) 125 KW inverter.

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 Amend Contract No. 0910-171 Solar Project with PacificWest Energy Solutions, Inc. to increase the Scope of Work to include the redesign of the Solar Photovoltaic System on the Public Works Truck Shed, extend the contract termination date to December 30, 2010, and to increase the Contract amount from \$66,485.00 to \$73,910.00 from the Capital Project/Solar Project (ARRA) Fund Account as provided in FY 2010/2011. *(Sandy Scott-Fisher)*

Explanation for Recommended Board Action: Staff recommends amending contract 0910-171 with PacificWest Energy Solutions, Inc. to provide additional design work for the Solar Photovoltaic System on the Public Works Truck Shed.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 625.530

Fiscal Impact: Increase in the contract amount by \$7,245.00

Funding Source: Capital Project/Solar Project (ARRA) 275-0620-465-8-78-15 Fund Account as provided in FY 2010/2011.

Prior Board Approval: Original Contract was approved March 18, 2010 in the amount of \$66,485.00.

Alternatives: Provide other direction.

Supporting Material: Contract Amendment No. 1, Exhibit A and B

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

Reviewed By:

[Signature]
(Public Works)

Date: 12-6-10

[Signature]
(City Manager)

Date: 12/2/10

[Signature]
(District Attorney)

Date: 12/6/10

[Signature]
(Finance Director)

Date: 12/7/10

Board Action Taken:

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

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Amendment No. 1
Contract No. 0910-171
Solar Project

THIS AMENDMENT is 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**", and is made to amend the existing contract known as **CONTRACT # 0910-171**.

W I T N E S S E T H :

WHEREAS, the **CITY** desires to amend Section 2 **CONTRACT TERM**, Section 4 **SCOPE OF WORK** and Section 5 **CONSIDERATION** of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said amendment is both necessary and in the best interests of the **CITY**.

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

WHEREAS, this Amendment shall not become effective until and unless approved by the Carson City Board of Supervisors.

1. Amend Paragraph 2.1 **CONTRACT TERM** of **CONTRACT 0910-171** to provide in its entirety as follows:

This contract will be in effect from March 18, 2010, subject to Carson City Board of Supervisors' approval (anticipated to be March 18, 2010) to December 30, 2010, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

2. Amend Paragraph 4.1 **SCOPE OF WORK** of **CONTRACT 0910-171** to provide in its entirety as follows:

CONTRACTOR shall provide and perform the following services as set forth in **Exhibit A** to this agreement and **Exhibit B** to this Amendment No. 1 to **CONTRACT 0910-171** attached hereto and incorporated herein by reference for and on behalf of the **CITY** herein referenced as "**Services**."

3. Amend Paragraph 5.1 **CONSIDERATION** of **CONTRACT 0910-171** to provide in its entirety as follows:

CITY agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of \$73,910.00, which is an increase to the

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Amendment No. 1
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contract amount by \$7,425.00.

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
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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

Purchasing and Contracts Department
Sandy Scott-Fisher, Purchasing and
Contracts Coordinator
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Sandy Scott-Fisher

By: 
Deputy District Attorney

DATED 12/6/10

DATED 12/6/10

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@carson.org

By: 

DATED 12-6-10

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Amendment No. 1
Contract No. 0910-171
Solar Project

Robert Cho, P.E. deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Robert Cho, P.E., CEM, CMVP

TITLE: President

FIRM: Pacific Energy Solutions, Inc.

CARSON CITY BUSINESS LICENSE #: 10-27095

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 **CONTRACTOR**)

DATED

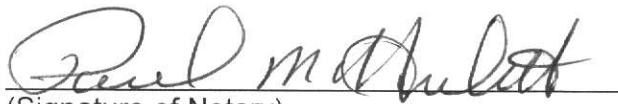
12/6/2010

STATE OF NEVADA)

County of WASHOE)

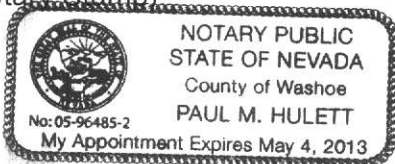
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Signed and sworn (or affirmed) before me on this 6 day of DECEMBER, 2010, by
ROBERT CHO.



(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Amendment No. 1
Contract No. 0910-171
Solar Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 16, 2010, approved Amendment No. 1 for **CONTRACT No. 0910-171 Solar Project**. 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

DATED this 16th day of December, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 16th day of December, 2010.

PACIFICWEST
ENERGY SOLUTIONS

Conservation, Generation, Innovation

December 8, 2009

Public Works Solar Photovoltaic System Professional Services Proposal

Client:

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

Price:

\$66,485

Scope of Services:

Professional services to include Project Development, Construction Management, and Commissioning.

This proposal is comprised of the following items:

- | | |
|--|----------|
| 1. Project Development & Design | \$33,655 |
| 2. Construction Management | \$21,490 |
| 3. Commissioning | \$11,340 |
| 4. Project Development & Construction Schedule | |
| 5. General Conditions & Exclusions | |
| 6. Fee Schedule | |

1. Project Development & 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
 - Review building structural constraints
 - Develop list of feasible facility installations based on site findings
 - Perform analysis of solar photovoltaic systems and determine savings potential
 - 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
- ◆ Provide Detailed Design and Construction Drawings for an optimized design for the Public Works Truck Shed estimated at 50-100KW AC Solar Photovoltaic System with

PacificWest Energy Solutions, Inc.
561 Keystone Avenue #300
Reno, NV 89503

800-310-9080
www.PacWestES.com

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the following items as needed:

- Conceptual Design – Preliminary panel layouts, counts, sizes, inverter capacity & layout
- 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
- ◆ Provide Investment Grade Audit Report & update document set at project close
- ◆ Review Investment Grade Audit Report and make revisions as necessary
- ◆ Assist Client with Energy Efficiency & Conservation Block Grant quarterly reporting requirements documentation

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 4 days of site visits/supervision throughout project construction)
- ◆ Ensure work by all Contractors are provided in accordance to local codes 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 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.

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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

PERSONNEL	
Senior Energy 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

CONSTRUCTION MANAGEMENT FEE SCHEDULE

SERVICES	Payment (%)
Design Coordination	3.0 – 6.0%
Engineered Design	5.0 – 8.0%
Construction Management	5.0 – 10.0%
Commissioning	2.0 – 4.0%

November 15, 2010

Public Works Solar Photovoltaic System Professional Services Change Order #1

Client:

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

Price:

\$7,425

Scope of Services:

Professional services to include Project Development & Design.

This proposal is comprised of the following items:

1. **Project Development & Design** \$7,425
2. **General Conditions & Exclusions**
3. **Fee Schedule**

1. Project Development & Design

PacificWest to provide the following services:

- ◆ Provide main oversight and lead project development services and design process
- ◆ Redesign system to accommodate (2) 60 KW inverters instead of the originally designed single 125 KW inverter system
- ◆ Changes include but not limited to:
 - Increased concrete pad dimensions
 - Increased shade structure
 - Wire and Conduit changes
 - Combiner box and disconnect changes
- ◆ Provide revised Construction Drawings for the changes noted above
 - Equipment Schedules, Single Line Diagrams, Three Line Diagrams as needed, Structural Calculations as needed, Mounting Diagrams, Energy Calculations
- ◆ Resubmit for revised permits
- ◆ Note: Electrical redesign to be completed by Electrical Contractor in efforts to provide engineering cost savings to City

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

PacificWest Energy Solutions, Inc.

561 Keystone Avenue #300
Reno, NV 89503

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1 of 2

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CONSTRUCTION MANAGEMENT FEE SCHEDULE

SERVICES	Payment (%)
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