

**City of Carson City
Agenda Report**

Date Submitted: September 18, 2015

Agenda Date Requested: October 1, 2015
Time Requested: 10 Minutes

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For possible action: To approve Contract No. 1415-123, pursuant to NRS 332.115(1)(b) and NRS 625.530, with Ameresco, Inc., to provide financial grade energy auditing services for the Carson City Performance Contract 2015 Project, in an amount not to exceed \$76,000, to be funded from Professional Services Energy Performance as provided after augmentation in FY 2015/16. (Laura Tadman, L.Tadman@carson.org and Darren Schulz, D.Schulz@carson.org)

Staff Summary: This Contract is to provide financial grade energy auditing services for the Carson City Performance Contract 2015 Project. Ameresco, Inc.'s audit will recommend energy and maintenance cost-saving measures for Carson City facilities in its "Financial Grade Operational Audit Report and Project Development Proposal." Implementation of those measures through Performance Contract for Operating-Cost Saving Measures will eventually be paid for through the savings generated thereby. Ameresco Inc. was selected via RFP 1415-123 Performance Contract for Energy/Operating Cost Saving Measures following an evaluation of proposals and subsequent interviews focusing on the scope of services, experience with similar projects, project team resumes, customer support, ability to integrate with City systems, and financial capabilities.

If the City executes the follow-up "Performance Contract for Operating Cost-Saving Measures" by May 27, 2016, the Nevada Governor's Office of Energy will provide the City with a grant in amount equal to the amount of this contract, Contract No. 1415-123.

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. 1415-123, titled "Performance Contract for Energy/Operating Cost Saving Measures – Financial Grade Audit" with Ameresco, Inc. for an amount not to exceed \$76,000.00.

Explanation for Recommended Board Action: "Contracts which by their nature are not adapted to award by competitive bidding, including contracts for Professional services ... are not subject to the requirements of this chapter for competitive bidding...." NRS 332.115(1)(b). The Contract is for the services of a professional engineer. See NRS 625.530. The selection of Ameresco, Inc. was made on the basis of the competence and qualifications of this engineer for the type of service to be performed and not on the basis of competitive fees. Therefore, this is not suitable for public bidding.

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

Fiscal Impact: Not to exceed \$76,000.

Explanation of Impact: If a Performance Contract is executed by May 27, 2016, the City will be reimbursed by a Nevada Governor's Office of Energy grant in the amount of this contract.

Funding Source: Professional Services Energy Performance Account in: Capital Projects Fund - 210-0000-430.03-02. This account will be augmented from the carryover of FY15 board designated funds with a balance of approximately \$138,000.

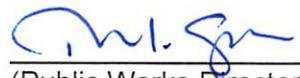
Alternatives: Not award contract and provide other direction.

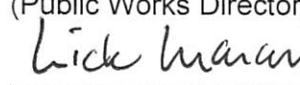
Supporting Material:

1. Contract No. 1415-143
2. Scope of Work (Attachment A)
3. FGOA Schedule(Attachment B)
4. Notice of Acceptance of Financial Grade Operational Audit Report and Project Development Proposal (Attachment C)
5. Project Development Building List (Attachment D)

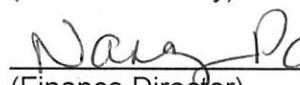
Prepared By: Laura Tadman, Purchasing and Contract Administrator

Reviewed By:

 _____ Date: 8/22/15
(Public Works Director)

 _____ Date: 9/22/15
(City Manager)

 _____ Date: 9/22/15
(District Attorney)

 _____ Date: 9/22/15
(Finance Director)

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

_____ (Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1415-123

Title: Performance Contract for Energy/Operating Cost Saving Measures – Financial Grade Audit

THIS CONTRACT made and entered into this 1st day October, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Ameresco, Inc. hereinafter referred to as "CONSULTANT". 1415-123

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve X) (does not involve) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONSULTANT'S compensation under this agreement (does) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONSULTANT for CONTRACT No. 1415-123 (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

WHEREAS, CITY agree to working with CONSULTANT and does not intend to implement the plan developed by CONSULTANT as part of the Services hereunder with another party or on its own within 2 years

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1

CONSULTANT agrees to perform a Financial Grade Operational Audit in accordance with the Scope of Work (Attachment A), which shall be attached hereto and incorporated herein by reference for and on behalf of CITY and hereinafter referred to as the "SERVICES". CONSULTANT agrees to complete the Financial Grade Operational Audit and Project Development Proposal ("Project") and tender to CITY a final report within 120 calendar days from the execution of this Contract.

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1415-123

Title: Performance Contract for Energy/Operating Cost Saving Measures – Financial Grade Audit

CITY agrees to assist the CONSULTANT in performing the Financial Grade Operational Audit in accordance with the Scope of Work (Attachment A), and agrees to work diligently to provide full and accurate information. CONSULTANT agrees to work diligently to assess the validity of information provided and to confirm or correct the information as needed. The parties contemplate that this will be an interactive process and that CITY will have a reasonable amount of time to review and determine acceptance before issuing the Notice of Acceptance of Financial Grade Operational Audit Report and Project Development Proposal (Attachment C).

CONSULTANT agrees to offer a project development proposal, for a Performance Contract for Operating Cost-Saving Measures, with a package of energy, water and operating savings measures and with details as specified in the "Scope of Work (Attachment A)."

2.2 CONSULTANT represents that it is duly licensed by CITY for the purposes of performing the SERVICES.

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

2.4 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 in the State of Nevada. CONSULTANT shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by CONSULTANT to CITY.

2.5 CONSULTANT represents that neither the execution of this Contract nor the rendering of services by CONSULTANT hereunder will violate the provisions of or constitute a default under any other contract or agreement to which CONSULTANT is a party or by which CONSULTANT is bound, or which would preclude CONSULTANT from performing the SERVICES required of CONSULTANT hereunder, or which would impose any liability or obligation upon CITY for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, CONSULTANT shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, CONSULTANT shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If CONSULTANT performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 Use of CONSULTANT'S Drawings, Specifications and Other Documents:

2.7.1.1 The drawings, specifications and other documents prepared by CONSULTANT for this Contract are instruments of CONSULTANT'S service for use solely with respect to this Contract and, unless otherwise provided, CONSULTANT shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1415-123

**Title: Performance Contract for Energy/Operating Cost Saving Measures –
Financial Grade Audit**

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by CITY, CONSULTANT agrees to make available to CITY for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by CITY to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): CONSULTANT shall comply with Davis-Bacon Act and NRS 338.070(5). CONSULTANT and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by CONSULTANT or subcontractor or by an authorized officer or employee of CONSULTANT or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. CONSULTANT shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the CITY'S representative) awarding the contract. The CONSULTANT engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the City) no later than 15 days after the end of the month.

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, CONSULTANT shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner within 7 days after the regular pay date for the pay period. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for CITY, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the CONSULTANT shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the CITY for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by CONSULTANT. CONSULTANT shall ensure that a copy of CONSULTANT'S and subcontractor's certified payrolls for each calendar week are received by CITY.

2.7.3.3.1 Per NRS 338.070(5) a CONSULTANT engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1415-123

Title: Performance Contract for Energy/Operating Cost Saving Measures – Financial Grade Audit

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 **FAIR EMPLOYMENT PRACTICES:** Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

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Title: Performance Contract for Energy/Operating Cost Saving Measures – Financial Grade Audit

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

2.7.3.4.2 CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, CONSULTANT agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If CONSULTANT fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.8 CITY Responsibilities:

2.8.1 CITY shall make available to CONSULTANT all technical data that is in CITY'S possession, reasonably required by CONSULTANT relating to the SERVICES.

2.8.2 CITY shall provide access to and make all provisions for CONSULTANT to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for CONSULTANT to perform the SERVICES.

2.8.3 CITY shall examine all reports, correspondence, and other documents presented by CONSULTANT upon request of CITY, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of CONSULTANT.

2.8.4 It is expressly understood and agreed that all work done by CONSULTANT shall be subject to inspection and acceptance by CITY and approval of SERVICES shall not forfeit the right of CITY to require correction, and nothing contained herein shall relieve CONSULTANT of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by CITY.

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Financial Grade Audit**

2.9 The parties shall cooperate to develop a mutually acceptable schedule for the performance of the SERVICES. A preliminary schedule is attached to this Contract as **Attachment B**. The time schedule shall be extended on a day for day basis as a result of any delay by CITY in providing the information and/or access required by CONSULTANT in order to prepare the Financial Grade Operational Audit ("FGOA"). CITY will give reasonable consideration to requests for time extensions arising from any other delays beyond CONSULTANT's control. CITY shall endeavor to notify CONSULTANT within thirty (30) days following delivery of the FGOA as to whether CITY elects to proceed with the Project.

2.10 CONSULTANT's receipt of an executed copy of this Contract, fully approved by the Carson City Board of Supervisors, shall serve as notification to CONSULTANT to proceed with the FGOA. CONSULTANT will thereafter promptly initiate the FGOA.

2.11 CONSULTANT does not assume responsibility to CITY for the anticipated energy savings projected in the FGOA if CITY selects another firm for the design and implementation of the energy conservation measures or chooses to implement the energy conservation with its own forces. All such documents prepared or furnished by CONSULTANT pursuant to this Contract are instruments of service. Such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the proposed Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants.

3. CONTRACT TERM:

3.1 This Contract shall be effective from October 1, 2015, subject to Carson City Board of Supervisors' approval to June 1, 2016, unless sooner terminated by either party as specified in **Section 7 (CONTRACT TERMINATION)**.

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by CITY on its Finance Department/Bid Opportunities website (www.carson.org), 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, by 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. Any notice sent by e-mail as provided herein must be followed up with a copy of such notice sent by one of the other methods provided herein to be effective.

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

Robert Geoff, Vice President
Ameresco, Inc.
60 East Rio Salado Parkway, Suite 1001
Tempe, AZ 85281
480-499-9122/480-499-9172
rgeorgeff@ameresco.com

With a copy to:

General Counsel
Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701

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

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

5. **COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Attachment A** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of Seventy Six Thousand Dollars and 00/100 (\$76,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES set forth in **Attachment A** (Scope of Work).

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.5.1 Payment through Performance Contract.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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CITY shall have no payment obligations under this Contract provided that CONSULTANT and CITY execute a Performance Contract for Operating Cost-Saving Measures within 120 calendar days after issuance of the Notice of Acceptance of Financial Grade Operational Audit Report and Project Development Proposal (**Attachment C**), except that the fee indicated in Compensation to CONSULTANT – Basis and Maximum Amount (Section 2.3) shall be incorporated into CONSULTANT's project costs and paid through the Performance Contract for Operating Cost-Saving Measures.

5.5.2 Project with Insufficient Savings.

CITY shall have no payment obligations under this Contract in the event that CONSULTANT's final Financial Grade Operational Audit and Project Development Proposal does not contain a package of energy, water and operating savings measures which, if implemented and as meeting terms of the Scope of Work (**Attachment A**), Guidelines and Requirements, will provide the CITY with cash savings (in conformance with legislation) sufficient to fund CITY's payments of all costs and fees associated with the Performance Contract for Operating Cost-Saving Measures, including 1) the fee associated with the Financial Grade Operational Audit, 2) all payments to finance the measures, and 3) any annual fees for measurement and verification and maintenance incurred by the CONSULTANT.

Should the CONSULTANT determine at any time during the Financial Grade Operational Audit that savings cannot be attained to meet these terms, the Financial Grade Operational Audit will be terminated by written notice by CONSULTANT to CITY. In this event this Contract shall be cancelled and CITY shall have no obligation to pay, in whole or in part, the amount specified in this section, Compensation to CONSULTANT – Basis and Maximum Amount (Section 5.5.3).

CONSULTANT will be deemed to have satisfied the requirements of this Section 5.5.2 should CONSULTANT's failure to meet the requirements of such section result from either (a) a material adverse change in CITY's credit or bond rating or (b) an increase in interest rates such that the costs associated with the Scope of Work materially increase due to conditions beyond the control or fault of CONSULTANT.5.5.3 Basis and Maximum Amount.

Except as provided for in Subsections 5.5.1 or 5.5.2 above, within 120 calendar days after CITY's Notice of Acceptance of Financial Grade Operational Audit and Project Development Proposal (**Attachment C**), CITY shall pay to CONSULTANT a sum not to exceed Seventy Six Thousand Dollars (\$76,000 as per Cost and Pricing (**Attachment D**).

CITY shall only pay for square-footage and facilities actually audited. The cost will be adjusted in the event that audited square footage or facilities is changed by either the CONSULTANT or CITY. CONSULTANT compensation is subject to acceptance of the audit report after issuance of the Notice of Acceptance of Financial Grade Operational Audit Report and Project Development Proposal (**Attachment C**).

5.6 CITY does not agree to reimburse CONSULTANT for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that CITY is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to CITY no later than the

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first Friday in August of the same year. A billing submitted after the first Friday in August will subject CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONSULTANT.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated pursuant to Section 7.1 (Termination Without Cause), payment will be made for SERVICES actually completed. If termination occurs under this Section 7, in no event shall CONSULTANT be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONSULTANT shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against CONSULTANT for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract in response to CITY'S request therefor, the Contract shall automatically terminate upon CITY'S notice to CONSULTANT of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If CONSULTANT fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in Attachment B – Project Development Schedule to this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONSULTANT to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended,

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lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** fails to pay any amount due and payable to **CONSULTANT** hereunder in accordance with the terms of this Contract; or

7.3.2.5 If **CITY** materially breaches any non-monetary duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.6 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.7 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing thirty (30) calendar days' written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within such thirty (30) calendar days period, of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected or, in the case of any non-monetary default or breach of a sort that cannot be corrected within such time period, evidence satisfactory to the aggrieved party demonstrating that the defaulting or breaching party has commenced the correction of such default or breach within such thirty (30) day period, so long as the defaulting or breaching party thereafter diligently pursues such correction to completion within a reasonable time thereafter, which shall not exceed an additional forty-five (45) days. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for non-appropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5 (Winding Up Affairs Upon Termination)** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

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7.5.1.3 RESERVED.

7.5.1.4 CONSULTANT shall preserve, protect, and promptly deliver into CITY possession all proprietary information in accordance Section 19 (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until thirty (30) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 30-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 30-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of CONSULTANT to CITY.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any CITY breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to CONSULTANT, for the fiscal year budget in existence at the time of the breach.

CONSULTANT's liability in contract for direct damages to CITY under this Contract shall in all cases be limited to the sum of the payments received by CONSULTANT hereunder. CONSULTANT's liability in tort (including negligence) directly to CITY will, in all cases, be limited to the proceeds of insurance maintained by CONSULTANT pursuant to the requirements of this Contract.

THE LIABILITY OF EACH PARTY HEREUNDER TO EACH OTHER SHALL BE LIMITED TO ACTUAL, DIRECT DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, FOR CONTRACT OR OTHERWISE..

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs ("Losses"), from or to third parties, provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, but only to the extent caused by any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section. This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnified party, but the indemnifying party's obligation to pay Losses shall be reduced in proportion to the percentage by which the indemnified party's negligent or intentional acts, errors or omissions caused the Losses.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, CONSULTANT shall defend, indemnify and hold harmless the CITY, and the employees, officers and agents of the public body from any Losses from or to third parties, provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, but only to the extent caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of CITY, but CONSULTANT's obligation to pay Losses shall be reduced in proportion to the percentage by which CITY's negligent or intentional acts, errors or omissions caused the Losses. However, with respect to any anticipated benefits to CITY resulting from the Scope of Work, CONSULTANT shall not be responsible or liable to CITY for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, CONSULTANT shall not be responsible for acts and decisions of CITY or any third parties, including governmental agencies, other than CONSULTANT'S subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in Subsection 11.5 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

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12. INDEPENDENT CONTRACTOR:

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the CITY, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with CITY only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for CITY whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to Section 11 (INDEMNIFICATION), shall indemnify and hold CITY harmless from, and defend CITY against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of CITY.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONSULTANT**, as an independent contractor and not an employee of CITY, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. CITY shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to CITY Purchasing and Contracts, and (2) CITY has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by CITY shall be a condition precedent to any payment of consideration under this Contract and CITY'S approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of CITY to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by CITY, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by CITY of the completion of this Contract; or

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13.6.2 Such time as the insurance is no longer required by CITY under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to CITY under its coverage(s) shall be in excess of and non-contributing with any insurance required from CONSULTANT.

CONSULTANT'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, CONSULTANT shall provide CITY with renewal or replacement evidence of insurance as soon as practicable at renewal or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as CONSULTANT has knowledge of any such failure, CONSULTANT shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 General Insurance Requirements (13.8 through 13.23):

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by CONSULTANT, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 CONSULTANT maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by CITY. Such approval shall not relieve CONSULTANT from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by CITY. For purposes of this Contract, CONSULTANT's General Liability and Workers' Compensation deductible is \$100,000 and Professional Liability SIR is \$1,000,000.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, CONSULTANT must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

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13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of CONSULTANT.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26 or equivalent), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of CITY as an additional insured per Subsection 13.9 (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by CITY Purchasing and Contracts prior to the commencement of work by CONSULTANT. Neither approval by CITY nor failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of CONSULTANT'S full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of CONSULTANT or its sub-contractors, employees or agents to CITY or others, and shall be in addition to and not in lieu of any other remedy available to CITY under this Contract or otherwise. CITY reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

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13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: Three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by CITY of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by CITY under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. CITY may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by CITY, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of CITY. The

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parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract and payment in full of all amounts owed to **CONSULTANT** by **CITY** hereunder. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection or are the property of a third party.

20. PUBLIC RECORDS:

Pursuant to ;'NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 *In the event federal funds are used for payment of all or part of this Contract:*

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between CITY and **CONSULTANT** regarding that public work cannot otherwise be settled, CITY and **CONSULTANT** agree that, before judicial action may be initiated, CITY and **CONSULTANT** will submit the dispute to non-binding mediation. CITY shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by CITY. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts in the State of Nevada located in Carson City, Nevada or U.S. District Court for Nevada in Reno, Nevada for enforcement of this Contract..

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28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

ATTACHMENTS

Any references to an "Exhibit" in the Contract shall be deemed to refer to Attachments A through D of the Contract, as applicable.

Attachment A – Scope of Work

Attachment B – Project Development Schedule

Attachment C – Notice of Acceptance of Financial Grade Operational Audit Report and Project Development Proposal

Attachment D – Project Development Building List, Cost and Pricing

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CITY

Finance Director
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

By: Nancy Paulson
Nancy Paulson, Finance Director

Dated 9/22/15

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: [Signature]
Deputy District Attorney

Dated 9/22/15

CITY'S ORIGINATING DEPARTMENT

CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts

BY: Darren Schulz, Director of Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
dschulz@carson.org

By: T. W. S.

Dated 9/22/15

Funding Source: 210-0000-430.03-02
Project # CS0001

PROJECT CONTACT PERSON:

Tom Grundy, Sr. Project Manager
Telephone: 775-283-7081

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Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Robert Georgeoff

TITLE: Vice President

FIRM: Ameresco, Inc.

CARSON CITY BUSINESS LICENSE #: 15-

Address: 60 East Rio Salado Parkway, Suite 1001

City: Tempe **State:** AZ **Zip Code:** 85281

Telephone: (480) 499-9122/480-499-9172

E-mail Address: rgeorgeoff@ameresco.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)**ss**

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1415-123

**Title: Performance Contract for Energy/Operating Cost Saving Measures –
Financial Grade Audit**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 1, 2015 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-123**. 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 1st day October, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 1st day October, 2015

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1415-123

Title: Performance Contract for Energy/Operating Cost Saving Measures – Financial Grade Audit

SAMPLE INVOICE

Invoice Number:

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Public Works

Attn: Karen White

3505 Butti Way

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$ _____
Less amount previously billed	\$ _____
= contract sum prior to this invoice	\$ _____
Less this invoice	\$ _____
=Dollars remaining on Contract	\$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

ATTACHMENT A

Scope of Work

Carson City

Financial Grade Operational Audit and Project Proposal

1) Collect Data and Information

Collect data and background information from Owner concerning facility operation and energy use for the most recent three years from the effective date of this Contract as follows:

- a. Building square footage
- b. Construction data of buildings and major additions including building envelope.
- c. Utility company invoices
- d. Occupancy and usage information
- e. Description of all energy-consuming or energy-saving equipment used on the premises
- f. Description of energy management procedures utilized on the premises
- g. Description of any energy-related improvements made or currently being implemented
- h. Description of any changes in the structure of the facility or energy-using or water-using equipment
- i. Description of future plans regarding building modifications or equipment modifications and replacements
- j. Drawings, as available (may include mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, modifications and remodels)
- k. Original construction submittals and factory data (specifications, pump curves, etc.), as available
- l. Operating engineer logs, maintenance work orders, etc., as available
- m. Records of maintenance expenditures on energy-using equipment, including service contracts
- n. Prior energy audits or studies, if any

2) Identify Potential Measures

- a. Interview individuals with knowledge of the facility such as the facility manager, maintenance staff, subcontractors and occupants of each building regarding:
 - i. Facility operation, including energy management procedures
 - ii. Equipment maintenance problems
 - iii. Comfort problems and requirements
 - iv. Equipment reliability
 - v. Projected equipment needs

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- vi. Occupancy and use schedules for the facility and specific equipment
- vii. Facility improvements – past, planned and desired
- b. Survey major energy-using equipment, including, but not limited to, lighting (indoor and outdoor), heating and heat distribution systems, cooling systems and related equipment, automatic temperature control systems and equipment, air distribution systems and equipment, outdoor ventilation systems and equipment; exhaust systems and equipment; hot water systems, electric motors, transmission and drive systems, special systems such as kitchen/dining equipment and swimming pools, renewable energy systems, other energy using systems.
- c. Perform "late-night" surveys outside of normal business hours or on weekends to confirm building system and occupancy schedules, if deemed necessary.
- d. Develop a preliminary list of potential energy and water saving measures. Consider the following for each system:
 - i. Comfort and maintenance problems
 - ii. Energy use, loads, proper sizing, efficiencies and hours of operation
 - iii. Current operating condition
 - iv. Remaining useful life
 - v. Feasibility of system replacement
 - vi. Hazardous materials and other environmental concerns
 - vii. Owner's future plans for equipment replacement or building renovations
 - viii. Facility operation and maintenance procedures that could be affected
 - ix. Capability to monitor energy performance and verify savings

3) Determine Base-Year Consumption

Establish base-year consumption and reconcile with end-use consumption estimates.

- a. Establish appropriate base year consumption by examining utility bills for the past three years for electricity, natural gas (two years), propane, steam, and any other applicable utilities. For each building listed in the EPC proposed Facilities List, Ameresco will present base year consumption in terms of energy units (kWh, kW, ccf, Therms or other units used in bills), in terms of energy units per square foot, in terms of dollars, and in terms of dollars per square foot. Describe the process used to determine the base year (averaging, selecting most representative contiguous 12 months, removal of anomalies, or other statistical or weather-normalized method). Consult with facility personnel to account for any anomalous schedule or operating conditions on billings that could skew the base year representation. Contractor shall account for periods of time when equipment was broken or malfunctioning in calculating the base year.
- b. Estimate loading, usage and/or hours of operation for all major end uses of total facility consumption including, but not limited to: lighting, heating, cooling, motors (fans, pumps, and other pertinent), plug loads, and other major energy and water using equipment. Where loading or usage are highly uncertain (including variable loads such as cooling), Contractor shall use its best judgment, spot measurements or short-term monitoring which could include occupancy sensing, light logging, power metering,

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Scope of Work

energy management system trending, etc.. Carson City staff shall assist in the setting of data loggers including but not necessarily limited to opening up electrical boxes and attaching CT's to existing wiring, providing access to areas to be logged, providing access to energy management system, trending setup, notification of building occupants that monitoring equipment is in their building, etc. Contractor should not assume that equipment run hours equal the operating hours of the building(s) or facility staff estimates. In addition, Ameresco will document standards of comfort for Carson City's buildings, etc. with the guidance and agreement of Carson City.

- c. Reconcile annual end-use estimated consumption and demand with the annual base year consumption. Baseline reconciliation is necessary in cases where there may be erroneous or atypical information found in analysis. Some of these anomalies could be attributed to such things as meter reading errors, computer billing errors, remodels of buildings, special events taking place, etc. Reconciliation will be conducted between the estimated annual end use and the annual Base Year consumption to within industry accepted margins for electricity and fossil fuels. Again utilizing the industry accepted margins reconciliation will be conducted between the estimated annual end use electric peak demand and the annual Base Year peak demand. This reconciliation shall place reasonable "industry accepted" limits on potential savings. Adjustments will be additionally proposed to the baseline for energy saving measures that shall be implemented in the future.

4) Conduct Preliminary Analysis

Develop a preliminary analysis of potential energy saving measures.

- a. List all potential opportunities, whether cost-effective or not. Consider technologies in a comprehensive approach including, but not limited to: lighting and daylighting systems, heating/ventilating/air conditioning equipment and distribution systems, lighting control systems, energy management control systems, building envelope, motors, kitchen equipment, pools, renewable energy systems, plug load management and other special equipment.
- b. Identify measures which appear likely to be cost effective and therefore warrant detailed analysis.

5) Present Findings - 30% Report Submission

- a. Meet with Owner to present preliminary analysis prior to complete analysis.
- b. Submit information to Owner from building audits including building envelope information, HVAC equipment, lighting equipment, energy management systems, renewable system installations, building miscellaneous equipment, etc.
- c. Submit information to Owner HVAC equipment inventories, lighting equipment inventories, energy management system settings, energy management system trending, HVAC data logging results, occupancy data logging results, light logging data results, etc.
- d. Submit the list of preliminary potential energy savings measures to Owner for further analysis.

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- e. Submit the established list of facility utility baselines to Owner. Utility baselines will be presented at the total overall buildings level as well as at each individual building level. The utility baselines will be presented in terms of energy units, cost, unit cost and EUI. Additionally, rate structure analysis and proposed marginal rates to be used, if applicable, will be noted.
- f. Describe how the projected project economics meet the Owner's terms for completing the Financial Grade Operational Audit and Proposal Contract. Discuss assessment of energy use, savings potential, project opportunities, and potential for developing an Energy Savings Performance Contract. Discuss expectations for report information and development time before submission.
- g. Classify measures as short, medium and long term financial payback
- h. Establish agreement on measures to further analyze such that within one week of the delivery of the 30% document the Owner will provide comments on and prioritization of the measures listed and indicate any measures not desired and measures which were not included but are desired.
- i. Review and approval of facility utility baselines list by Owner.

6) Prepare Savings and Cost Analysis

Analyze savings and costs for each mutually agreed upon energy and water saving measure and any mutually agreed to capital improvement measures.

- a. Follow the methodology of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) or other nationally-recognized authorities following the engineering principle(s) identified for each retrofit option.
- b. Utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings and that are agreed to by Owner and Ameresco. Include accurate marginal costs for each unit of savings at the time the audit is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at the facility, calculations which account for the interactive effects of the recommended measures.
- c. Use best judgment regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use.

7) Measurement & Verification Plan

Develop a preliminary measurement and verification plan for each measure. The preliminary measurement and verification plan shall follow the current version of the International Performance Measurement and Verification Protocol (IPMVP) and explain how savings from each measure is to be measured and verified with a description of Option A, B, C or D that will be implemented for the measure.

8) Present Findings - 60% Report Submission

- a. Meet with Owner to present new findings prior to next actions.
- b. Submit the draft list of probable Energy Conservation Measures to Owner.

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- c. Submit the estimated Energy Conservation Measure economics to Owner.
- d. Submit the draft Measurement & Verification Plan to the Owner.
- e. Conduct a discussion in regard to the explanation of process, what to expect and estimated time frame.
- f. Review and approve probable Energy Conservation Measures and estimated Energy Conservation Measure economics (by Owner).
- g. Review and approve draft Measurement & Verification Plan (by Owner).
- h. Supplier will deliver the 60% Financial Grade Operational Audit to the District 10 days prior to the Governor's Office of Energy (GOE) submittal deadline (currently 12-31-15).
- i. Owner will provide review comments and assist in finalizing document for submittal to GOE by deadline.
- j. This deliverable is a proof of progress document to aid in securing the District's application for the GOE's Performance Contract Audit Assistance Program (PCAAP).
- k. The deliverable will include a Project Executive Summary, Energy Conservation Matrix listing measures by campus and a cash flow proforma indicating key financial assumptions and performance throughout the project finance term.

9) Draft Audit Report

Prepare a draft Energy Audit Report. The report provides an engineering and economic basis for negotiating a potential Energy Performance Contract between the Owner and the Contractor. The report shall include:

- a. Overview.
 - i. Contact information
 - ii. Summary table of recommended energy and water saving measures, with itemization for each measure of total design and construction cost, annual maintenance costs, the first year cost avoidance (in dollars and energy/water units), simple payback and equipment service life
 - iii. A Pro Forma summarizing financials of potential project.
 - iv. Summary of annual energy and water use by fuel type and costs of existing or base year condition
 - v. Calculation of cost savings expected if all recommended measures are implemented and total percentage savings of total facility energy cost.
 - vi. Summary description of measures, including estimated costs and savings for each as detailed above
 - vii. Discussion of measures considered but not investigated in detail
 - viii. Conclusions and recommendations
- b. Base year energy use.
 - i. Description and itemization of current billing rates, including schedules and riders

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- ii. Summary of all utility bills for all fuel types and water
- iii. Identification and definition of base year consumption and description of how established
- iv. Reconciliation of estimated end use consumption (i.e. lighting, cooling, heating, fans, plug loads, etc) with base year (include discussion of any unusual findings)

c. Full description of each energy saving measure including:

- i. Written description of:
 - A. Existing conditions of equipment or system to be retrofitted description of existing HVAC equipment, lighting equipment, existing HVAC system, existing lighting equipment, existing lighting system, existing building envelope, existing energy management system, existing renewable energy system, etc.
 - B. Description of equipment or system to be installed and how it shall function
 - C. Include discussion of facility operations and maintenance procedures that shall be affected by installation/implementation
 - D. Present the plan for installing or implementing the recommendation
- ii. Savings calculations:
 - A. Base year energy use and cost
 - B. Post-retrofit energy use and cost
 - C. Savings estimates including analysis methodology, supporting calculations and assumptions used
 - D. Annual savings estimates. The cost savings for all energy saving measures must be determined for each year during the contract period. Savings must be able to be achieved each year (cannot report average annual savings over the term of the contract).
 - E. Savings must be limited to savings allowed by the Owner as described above.
 - F. Description and calculations for any proposed rate changes
 - G. Explanation of how savings interactions between retrofit options are accounted for in calculations
 - H. Operation and maintenance savings, including detailed calculations and description. Ensure that maintenance savings are only applied in the applicable years and only during the lifetime of the particular equipment.
 - I. If computer simulation is used, include a short description and state key input data. If requested by Owner, access shall be provided to the program and all assumptions and inputs used, and/or printouts shall be provided of all input files and important output files and included in the Energy Audit with documentation that explains how the final savings figures are derived from the simulation program output printouts.
 - J. If manual calculations are employed, formulas, assumptions and key data shall be stated.
 - K. Conclusions, observations, caveats.

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- iii. Cost estimate – Include a detailed scope of the construction work suitable for cost estimating. Include all anticipated costs associated with installation and implementation. Provide preliminary specifications for major mechanical components. The following shall also be included:
 - A. Engineering/design costs.
 - B. Contractor/vendor estimates for labor, materials, and equipment; include special provisions, overtime, and all other appropriate items, as needed to accomplish the work with minimum disruption to the operations of the facilities.
 - C. Permit costs.
 - D. Construction management fees.
 - E. Identify any hazardous materials that must be abated by the Owner in order for the work to be installed
 - F. Conclusions, observations, caveats.
- d. Miscellaneous:
 - i. Estimate of average useful service life of equipment.
 - ii. Preliminary commissioning plan.
 - iii. Preliminary measurement and verification plan, following the International Performance Measurement and Verification Protocol most current International Performance Monitoring and Verification Protocol (IPMVP), explaining how savings from each measure is to be measured and verified.
 - iv. Discussion of impacts that facility would incur after contract ends. Consider operation and maintenance impacts, staffing impacts, budget impacts, etc., and identify who is responsible for maintenance.
 - v. Compatibility with existing systems.
 - vi. Description of the existing facilities including location, age, building envelope, mechanical and electrical systems, etc.

10) Review - 90% Report Submission

- a. Meet with Owner to review the recommendations, savings calculations and impact of the measures on the operations of the facility. Describe how the projected project economics meet the Owner's terms for completing the Financial Grade Operational Audit. Discuss the willingness and capability of Owner to make capital contributions to the project to improve the economics of the overall project.
- b. Acceptance by Owner of baseline information, final Energy Conservation Measure descriptions and economics and final Measurement & Verification plan.
- c. Revise Audit as agreed by Owner and ESCO.
- d. The 90% document will be submitted on or about 2-29-15.
- e. The Owner and 3rd Party Engineer will make efforts to reply within two weeks listing comments or requests for clarification

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- f. Supplier and Owner/3rd Part Engineer will work together to resolve comments such that a 100% document will be ready by 3-31-16.
- g. This allows five weeks to prepare for the 5-5-6 City Board Meeting seeking approval of the construction and financing agreements.
- h. Which further enables submittal of approved construction and finance contracts to the State Governor's Office of Energy for reimbursement of applicable audit expenses.

11) Complete and Present Final Energy Audit Report

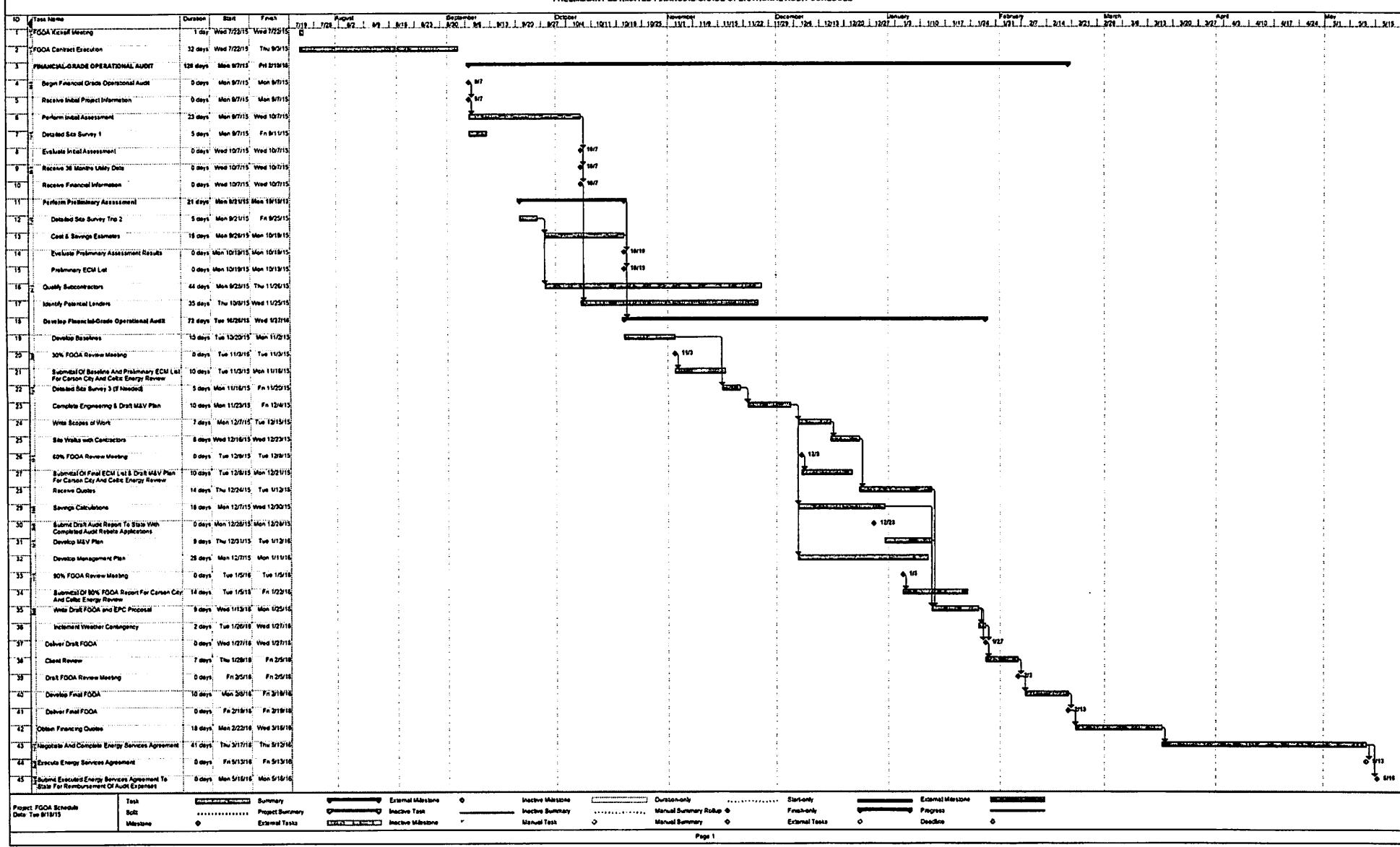
Deliver final audit report to Owner for approval.

12) Other Items

- a. Produce draft Engineering, Procurement and Construction agreement
- b. Produce draft M&V Agreement
- c. Produce draft O&M Agreement - if applicable
- d. Create Cash flow proforma
- e. Utility Incentives Calculations
- f. Audit pricing at \$.12 per square foot for typical buildings, \$.06 per square foot for large warehouse building with simple energy using equipment.
- g. Include negotiated audit pricing for non-square foot related measures such as street lights and solar PV. There is an allocation of \$6,873 to perform this work. The intent is to use these funds to fully develop the non-solar measures agreed to with Owner at the 30% stage. This allocation will only fund 30% development of solar. Ameresco reserves the right to stop development of solar at the 30% phase if at that point, the financial benefit of solar does not appear to contribute to a financing period acceptable to the Owner. Ameresco to present preliminary cost and methodology to Owner.
- h. Include agreed upon open book pricing per RFP submittal including AMERESCO pre-approved fee percentages which will be used in project cost development.
- i. Agree on initial finance term in years for use in financial project modeling and preparation of cash flow proformas.
- j. Agree on finance interest rate, utility escalation rate, and prevailing wage rates for use in development of project financials.
- k. Agree on 3rd party engineering firm percentage for audit/construction and any ongoing M&V review for financial project modeling and preparation of cash flow proformas. The 3rd party engineering firm fee has been negotiated with the Owner and will be included in the project Pro Forma.
- l. Agree on standards of comfort/operations regarding HVAC and control system schedules and set-points for occupied and unoccupied periods.
- m. Determine EPA energy star and ePB project builder data input responsibility

ATTACHMENT B

CARSON CITY PERFORMANCE CONTRACT FOR ENERGY/OPERATING COST SAVINGS MEASURES
PRELIMINARY ESTIMATED FINANCIAL/GRADE OPERATIONAL AUDIT SCHEDULE



ATTACHMENT C

ATTACHMENT D: Notice of Acceptance of Financial Grade Operational Audit Report and Project Development Proposal

Notice is hereby given that Carson City accepts the Financial Grade Operational Audit Report and Project Development Proposal by Consultant dated _____, as contemplated in **PROFESSIONAL SERVICES CONSULTANT AGREEMENT** Contract No.1415-123, dated _____.

By Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment D
Project Development Building List

Facility Name	Facility Address	Estimated Square Footage
Aquatic Facility		32,498
	841 N Roop Street	32,498
Building Department		10,000
	108 E Proctor Street	10,000
Cemetery		3,000
	1044 Beverly Drive	3,000
City Hall		34,097
	201 N Carson Street	34,097
Community Center		43,230
	851 E William Street	43,230
Corporate Yard		91,640
Fleet Building - (Old Section)	3303 Butti Way	6,500
	3303 Butti Way #9	19,180
	3303 Butti Way #11	1,000
	3303 Butti Way	2,700
	3303 Butti Way	10,000
	3303 Butti Way	6,000
	3505 Butti Way	34,500
	3505 Butti Way	11,760
Court House		131,772
	885 E Musser Street	131,772
Fire Station 51		18,074
	777 S Stewart Street	18,074
Fire Station 52		27,769
	2400 College Parkway	9,800
	2400 College Parkway	17,969
Fire Station 53		4,367
	4649 Snyder Avenue	4,367
Health & Human Resources		25,546
	900 E Long Street	25,546
Juvenile Administration		4,196
	740 S Saliman Rd	4,196
Juvenile Annex		3,200
	1539 E 5th Street	3,200
Juvenile Detention		11,500
	1545 E 5th Street	11,500
Library		21,024
	900 N Roop Street	21,024
Senior Center		59,341
	901 Beverly Drive	59,341
Sheriff's Administration		41,026
	911 E Musser Street	41,026
Sheriff's Dispatch		2,948
	4645 Snyder Avenue	2,948
Park Lighting		
Mills Park	1111 E William Street	
Centennial Park Complex Lighting	Centennial Park Dr	
Marv Teixeira Pavilion Lighting	888 N Saliman Rd	
Pete Livermore Sports Complex Lighting	1555 Livermore Ln	
Fairview Dr. Street Lighting		
	367 Fairview Drive	
	843 Fairview Drive	
	1086 Fairview Drive	
	1568 Fairview Drive	
	1084 Fairview Drive	
MAC		
Building Controls Only (Under Construction)	1860 Russell Way	33,418

Full Audit Square Footage 553,468
 Partial Audit Square Footage 45,178
 Total Square Footage 598,646

Project Development Costs

Full Audit Buildings	\$ 66,416	0.12/sf
Partial Audit Buildings	\$ 2,711	0.06/sf
Street and Park Lighting, Solar Development Allocation	\$ 6,873	Estimate
Ameresco Total	\$ 76,000	