

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 08/27/14
ITEM FROM FINANCE COMMITTEE MEETING OF 08/18/14**

ISSUE:			
7. Bid No. 14/41/B – FY 2014/15 Meter Calibration & Testing Services for Water Division; Great Southwest Meters Testing, LLC. (Michael Moya)			
FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM			
Requested approval of Bid No. 14/41/B for FY 2014/15 Meter Calibration & Testing Services for Water Division with Great Southwest Meters Testing, LLC in the amount of \$100,000.00 plus gross receipts tax. Budget is available in water fund.			
FUNDING SOURCE: 52363.520150			
SPECIAL CONDITIONS OR AMENDMENTS			
STAFF FOLLOW-UP:			
VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Chair		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ	Absent to Vote		

3-17-14

City of Santa Fe, New Mexico

memo

DATE: August 12, 2014

TO: Finance Committee

FROM: Robert Rodarte, Officer
Purchasing Office *RR 8/12/14*

VIA: Teresita Garcia, Assistant Finance Director 
Finance Department

ISSUE: Award of Bid # '14/41/B
Meter Calibration & Testing Services for the Water Division

SUMMARY:

On June 24, 2014, one bid was received for the procurement of the above referenced service as follows:

	<u>Bid Amount</u>
Great Southwest Meter Testing, Rio Rancho	\$108,250.00

The using department has reviewed the bid and recommends award to Great Southwest Meter Testing, Rio Rancho in the amount of \$100,000.00 plus NMGRT annually for a four year term.

Budget is available in account number 52363.520150 (Water – Transmission & Distribution – Repair & Maintenance System Equipment) in the amount of \$108,188.00 for FY 14/15. Budget will be established for each fiscal year.

ACTION:

It is requested that this recommendation of award to Great Southwest Meter Testing, Rio Rancho in the amount of \$100,000.00 plus GRT be reviewed, approved and submitted to the City Council for its consideration.

Attachments:

1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 8/6/14

ISSUE NO. 12

Request for approval of award of RFB No. '14/41/B to Great Southwest Meter for meter testing services for the amount of \$100,000.00 exclusive of NMGRT. (Mike Moya)

Public Utilities Committee – 8/6/14
 Finance Committee – 8/18/14
 City Council – 8/27/14

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 8/18/14 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	Excused		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: June 30, 2014

TO: Public Utilities Committee / Finance Committee

VIA: Nick A. Schiavo, Public Utilities Department and Water Division Director *NAS*

FROM: Michael Moya, Transmission & Distribution Manager *MM*

ITEM AND ISSUE:

Request approval of Award of Bid # '14/41/B for FY 14/15 RFB for Meter Calibration & Testing Service for the Water Division contract to Great Southwest Meters, for a contract period of four years with funding to be approved yearly. Initial funding to cover the remainder of Fiscal Year 14/15 is set at a not to exceed amount of one-hundred thousand dollars (\$100,000.00) plus New Mexico Gross Receipt Tax.

BACKGROUND AND SUMMARY:

On June 6, 2014, the City of Santa Fe Purchasing Office and the Water Division opened bids for the FY 14/15 RFB for Testing Service for the Water Division Contract. This is a requirements contract with the Water Division for testing and repairing large water meters to assure American Water Works Association (AWWA) compliance for water account accuracy, water loss and billing information. The initial Contract amount is limited to \$100,000.00 plus NMGR/ per year. The Contract has been written for four (4) years, but funding will be re-authorized yearly as needed.

Only one bid was received. The only bid received was from Great Southwest Meters. The Water Division requests that this bid be accepted and that the contract be awarded to Great Southwest Meters.

Funds for this work during the Fiscal Year 14/15 are available in the approved FY 14/15 Budget under business unit/line item number 52363.520150 in the amount of \$100,000.00 plus NMGR.

ACTION REQUESTED:

Staff requests review and approval of:

- Approval of Award of RFB # '14/41/B and Contract to Great Southwest Meters, in the amount of \$100,000.00 plus NMGR.
- Forwarding and recommendation of approval of award and contract for their consideration and approval the Governing Body on July 30th for their final consideration and approval.

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Great Southwest Meters Testing, LLC. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Water Meters shall be field tested for measuring accuracy. Water Meter Testing and repair shall be performed to meet the standards and requirements provided by the City and as listed in the RFB and In Exhibit "A" attached hereto and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered one hundred thousand dollars (\$100,000) plus applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2015, unless sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Water Division
Attn: T&D Operations Manager
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Great Southwest Meters
Attn: Brant Jones
6405 Matamoros Road NE
Rio Rancho, NM 87144

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
GREAT SOUTHWEST METERS
TESTING, LLC.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS # 03-185297-00-1
City of Santa Fe Business
Registration # 14-00111289

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

Indisputable for

KELLEY A. BRENNAN, CITY ATTORNEY 7/2/14

APPROVED:

MARCOS A. TAPIA FINANCE DEPARTMENT

52363.520150
Business Unit Line Item

Exhibit A
SCOPE OF SERVICES

The contractor shall provide the following services for the City of Santa Fe.

A. Test large meters: The testing of 193 City of Santa Fe large meters ranging from 3" to 30" annually, testing for accuracy, and calculate annual water loss for all meters at different tier rates. Normal testing operation is between March 7 to November 15 (longer if weather permits and temperatures are above freezing). Contractor shall identify meter accuracy problems resulting from improper sizing and application monthly on spread sheets and on annual report. Testing is done by comparative methods using a certified test meters. Meters will be tested and calibrated in accordance with American Water Works Association (AWWA) standards. Contractor shall provide list of meter that have no longer use and need to be replaced. Contractor shall provide all safety equipment for entering confined space in accordance with Occupational Safety Hazards Administration (OSHA) regulations.

B. Repairing large Meters: Meters that are found to be stopped, broken, leaking, or inaccurate will be repaired and calibrated back to AWWA standards. All meters registers requiring AMI or AMR shall be ordered and replace upon request.

C. Large Meter testing certifications: To work on a meter that is on line and in operations has to meet three requirements:

1. Minimum level 3 New Mexico Water Operator Certificate
2. Contractors License is necessary to work on a meter that is in service.
3. The contractor shall be confined space certified.

D. Large meter testing and repairs: The contractor shall provide annual reports which consist of all large meters repaired and tested, meter accuracy, water loss, and recommendation for meter replacement.



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Great Southwest Meters

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: June 30, 2015

Approved by Council Date: Pending

or by City Manager Date: _____

Contract is for: Provide meter testing

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: _____

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 100,000



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ 14/41/B Date: June 27, 2014

Sole Source _____ Date: _____

Other _____

6 Procurement History: Year one of four year contract
example: (First year of 4 year contract)

7 Funding Source: water BU/Line Item: 52363.52015

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

m