

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, NOVEMBER 10, 2014**

ITEM 7

CIP PROJECT NO. 474-B – SOUTHWEST ACTIVITY NODE (SWAN) PARK PHASE I

- REQUEST FOR APPROVAL OF AGREEMENT WITH PNM FOR ELECTRIC LINE EXTENSION AGREEMENT IN THE AMOUNT OF \$134,913.38 **(MARY MACDONALD)**

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 423062.572970.0113400

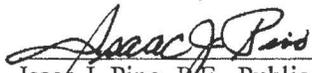
SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: November 3, 2014
TO: Public Works, CIP, Land Use Committee and Finance Committee
VIA: Teresita Garcia, Assistant Finance Department Director 


Isaac J. Pino, P.E., Public Works Department Director
David Pfeifer, Facilities Division Director 

FROM: Mary MacDonald, Facilities Development Section 

ISSUE:

CIP Project No. 474B Southwest Activity Node (SWAN) Park Phase 1
• PNM Electric Line Extension Agreement \$134,913.38 (Exhibit 1)

INTRODUCTION:

On December 11, 2013 City Council approved the award of bid and approval of the Agreement Between Owner and Contractor with RMCI Inc. in the amount of \$3,993,979.14, for construction of SWAN Park Phase 1. The scope of work for RMCI included providing all of the electrical system within the boundaries of the park Phase 1 area. Throughout the design period and when construction started in early February 14, 2014, the developer was planning on providing the electrical supply for the park, from the paved west end of Jaguar Drive to the park entry. These plans have been delayed and electrical power is required for the irrigation pump, to support early soil preparation and planting of the multipurpose field sod and all other landscaping for the park in the early spring.

SCOPE OF WORK:

The PNM Electric Line Extension Agreement, Exhibit 1, would authorize PNM to extend electrical power from the paved west end of Jaguar Dr., southwest to the roundabout at Plaza Central, then southeast to the SWAN Park entry road, then 150 linear ft. east, as shown on the last page of Exhibit 1.

SCHEDULE:

Schedule for approval of the agreement is:

Public Works, CIP & Land Use Committee	November 10, 2014
Finance Committee	November 17, 2014
City Council	December 10, 2014

Upon approval of the agreement by City Council, followed by PNM approval, the work would be scheduled by PNM for January or February, 2015.

Public Works, CIP Land Use Committee and Finance Committee
November 3, 2014
Page 2

BUDGET:

Funding in the amount of \$134,913.38 (tax included) is currently available in Business Unit/Line Item 423062.572970.0113400 (SWAN Park/WIP Construction). The Summary of Contracts form is Exhibit 2.

ACTION:

Please recommend to the City Council approval of the Electric Line Extension Agreement with PNM in the amount of \$134,913.38.

Attachments: Exhibit "1" Agreement
Exhibit "2" Summary of Contracts

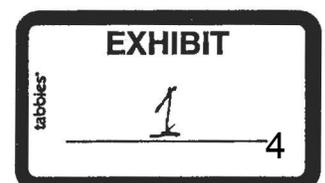
xc: Richard Thompson, Parks Division Director
Gary Varela, Superintendent, Parks Division
Mark Aragon, Mechanical & Electrical Supervisor, Parks Division
Project/book file

PUBLIC SERVICE COMPANY OF NEW MEXICO

ELECTRIC LINE EXTENSION AGREEMENT (COMPANY-BUILT SYSTEM)

Customer: City of Santa Fe
Address: 2651 Siringo Rd.
Santa Fe, NM 87505
Point of Service: SWAN Park Phase 1
Type of Service: Commercial, three-phase, 277/480V

PNM Representative: Matthew Holbert
Work Order Number: 2458956
Installation Task Number(s): 02, 03, 04
Retirement Task Number(s): N/A
Home Center: 1482



THIS AGREEMENT is made and entered into this _____ day of _____, 2014 by and between PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation, hereinafter called "PNM" or "Company", and City of Santa Fe, hereinafter called "Customer." Customer and Company hereby agree as follows:

1. Customer is requesting the Company to provide electric service to the following described property or real estate:
SWAN Park Phase 1
2. To provide service to this property will require an extension of the Company's electric system (the "line extension" or "facilities") described as follows:
Installation of a new PMH-9 switchgear, one run of 750AL primary cable in 5" conduit from existing switchgear to new switchgear, one 5'x7' concrete pullbox, one three-phase 277/480V padmounted transformer, two runs of 1/0AL primary cable in 4" conduit from new switchgear to new transformer, one 55"x55" concrete pullbox, bushing mounted CT metering, and all terminations and connections.
3. The Customer agrees to pay for the line extension cost as indicated below. The Customer understands the estimated cost and initial credit determinations are final and no additional credits will be given.

Estimated total cost of work	\$137193.38
Less initial revenue credit	-\$0.00
Less initial lot credit.....	-\$0.00
Less salvage credit	-\$0.00
Less system improvement credit.....	-\$0.00
Less transformer/meter credit	-\$0.00
Less pre-paid design credit	-\$2280.00
Total cost paid to Company by Customer.....	\$134913.38

4. Customer understands and agrees that actual annual revenues from the new line extension must meet or exceed the revenue credit received by the Customer. Customer is not required to execute the Company's Electric Line Extension Revenue Credit Guarantee Agreement. It is also understood that the calculation of revenues hereunder shall not include cost pass-through items, e.g. franchise fees, underground rate riders, fuel cost recovery.
5. The total cost payable by Customer under paragraph 3 above must be paid in full in advance of any construction. Notwithstanding the foregoing, if Customer is a federal, state or local governmental agency that is legally restricted from providing an advance payment for such construction, and Customer provides a copy of such legal restriction(s) to Company, then Customer may (in advance of construction) provide a purchase order to the Company for the total cost payable, and Customer shall not be required to pay the Company for any costs of construction until such construction has been completed.
6. It is understood and agreed that the facilities installed hereunder shall be and remain the property of the Company, and the Company shall, subject to the terms and conditions of this Agreement, assume full responsibility for future operation and maintenance of said facilities.

7. Service furnished hereunder will be in accordance with the Company's Rules and Regulations and pursuant to its rate schedules applicable to the type of service required. The Company's Rules and Regulations and rate schedules are on file with the New Mexico Public Regulation Commission ("NMPRC" or "Commission") and are incorporated herein by reference and made a part of the Agreement.
8. Customer shall furnish and/or assist the Company in obtaining all necessary easements and rights of way for construction of the facilities; rights of ingress and egress; and the right of excavation as required for installation, maintenance, repair or replacement of any of the facilities. All easements shall be of public record and, in the case of plats, clearly shown on such plats prior to final recording. Customer agrees to provide grades plus or minus three (3) inches in accordance with the "final grade and drainage plan" of record on all Customer-provided utility easements and locate lot lines as required by the Company. Any relocation due to changes in location of easements, lot lines, or grades will be at the expense of Customer and will be non-refundable.
9. This Agreement, including the Electric Line Extension Policy which is made a part hereof, shall at all times be subject to such changes and modifications as shall be ordered from time to time by any legally constituted regulatory body, including the NMPRC, having jurisdiction to require such changes or modifications. Notice shall be given in accordance with the Commission's requirements if and when the Commission is requested to take action which could cause a change in the terms of this Agreement.
10. The entire understanding between the parties hereto relating to this Agreement is set forth herein and in any Electric Line Extension Revenue Credit Guarantee Agreement and there are no oral understandings between the parties. No amendments to this Agreement are authorized unless reduced to writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Customer:

CITY OF SANTA FE

 Name of Customer

SEE ATTACHED SIGNATURE PAGE

 By

 Printed Name & Title of Signatory

Billing Address:

Company Use Only:

24589560027

 Work Order (W.O.) Number

Public Service Company of New Mexico:

 By Tom Dominguez

 Title Engineering Supervisor

N/A
Retirement Order (R.O.) Number

2285799
Work Request Number

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above:

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ADM 11/4/14

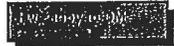
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA,
ASSISTANT FINANCE DIRECTOR

423062.572970.0113400
Business Unit/Line Item

Public Service Company Of New Mexico
PassPort Cost Statement - Summary

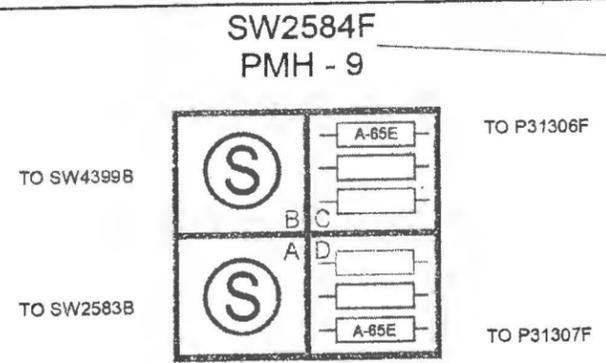
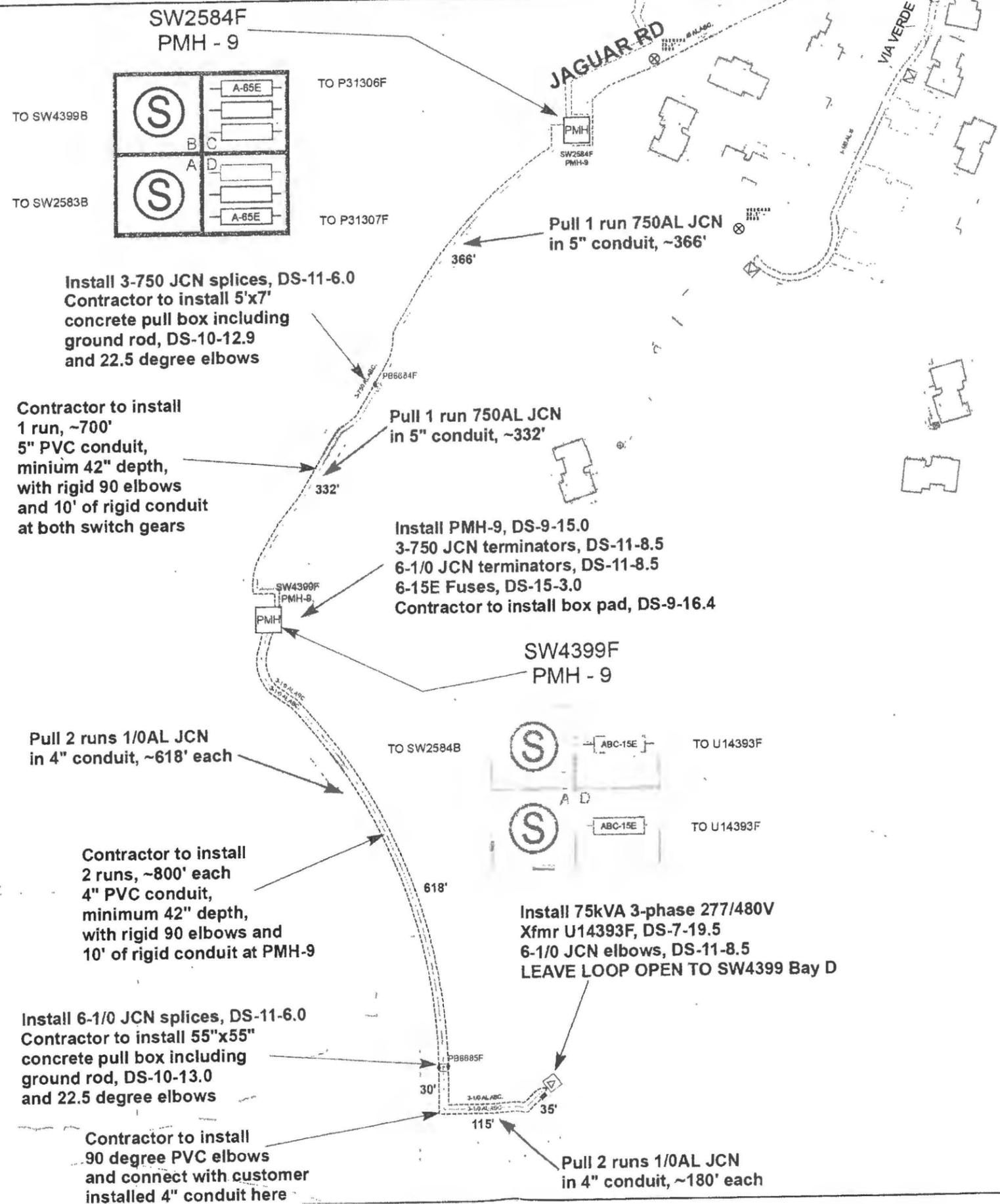


Client: NO CLIENT ID FOUND FOR THIS WORK ORDER WO: 02458956
 Address:
 Resp Person: MHOLBER Contribution Required: Y

Labor	\$11,524.06
Material	\$75,558.35
Meters	\$1,340.01
Services	\$0.00
Transportation	\$2,653.77
Vegetation Management	\$0.00
Contract Work	\$0.00
Misc. Expenses	\$46,117.19
Total Cost of Work	\$137,193.38
Less Revenue Credit	\$0.00
PV Offset	\$0.00
Total Revenue Credit	\$0.00
Customer Credit	\$0.00
Lot Credit	\$0.00
Salvage Credit	\$0.00
Sys Improvement Credit	\$0.00
Transformer-Meter Credit	\$0.00
Subtotal Credits	\$137,193.38
Profit	\$0.00
Subtotal Profit	\$137,193.38
Tax	\$0.00
Subtotal Tax	\$137,193.38
Construction Amount	\$137,193.38
Less Pro-Paid Design Cost	\$2,280.00CR
Final Billable Amount	\$134,913.38

 Authorized Date:

 Authorized By:

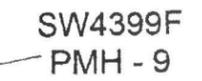


Install 3-750 JCN splices, DS-11-6.0
 Contractor to install 5'x7' concrete pull box including ground rod, DS-10-12.9 and 22.5 degree elbows

Contractor to install 1 run, ~700' 5" PVC conduit, minimum 42" depth, with rigid 90 elbows and 10' of rigid conduit at both switch gears

Pull 1 run 750AL JCN in 5" conduit, ~332'

Install PMH-9, DS-9-15.0
 3-750 JCN terminators, DS-11-8.5
 6-1/0 JCN terminators, DS-11-8.5
 6-15E Fuses, DS-15-3.0
 Contractor to install box pad, DS-9-16.4



Pull 2 runs 1/0AL JCN in 4" conduit, ~618' each

Contractor to install 2 runs, ~800' each 4" PVC conduit, minimum 42" depth, with rigid 90 elbows and 10' of rigid conduit at PMH-9

Install 75kVA 3-phase 277/480V Xfmr U14393F, DS-7-19.5
 6-1/0 JCN elbows, DS-11-8.5
 LEAVE LOOP OPEN TO SW4399 Bay D

Install 6-1/0 JCN splices, DS-11-6.0
 Contractor to install 55"x55" concrete pull box including ground rod, DS-10-13.0 and 22.5 degree elbows

Contractor to install 90 degree PVC elbows and connect with customer installed 4" conduit here

Pull 2 runs 1/0AL JCN in 4" conduit, ~180' each

SWAN Park Phase 1
 WO# 2458956
 PNM Contact:
 Matthew Holbert
 330-730-9732

PROJECT
 NAME



DR: mholber	FOR:	DATE: 10/20/2014
INSTALLED:	SCALE: 1" = 125'	
REF:	RD:	
FEEDER:		
BLUE BOOK:	V82C	



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 | <input type="checkbox"/> | CONTRACT AGREEMENT | <input checked="" type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Public Service Company of New Mexico

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$134,913.38

Termination Date: N/A

Approved by Council Date: (pending)

or by City Manager Date: _____

Contract is for: Electric Line Extension to provide power to SWAN Park Phase 1, CIP Project 474B.

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: _____

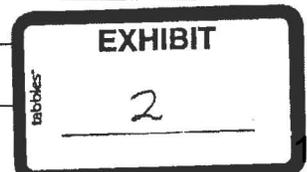
Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 134,913.38





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

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

RFP RFQ Sole Source Other

6 **Procurement History:** first year of 1 year contract
example: (First year of 4 year contract)

7 **Funding Source:** SWAN Park/WIP Construction **BU/Line Item:** 423062.572970.0113400

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:** Mary MacDonald *MM* Phone # 955-5934

Division Contract Administrator: David Pfeifer

Division Director: David Pfeifer, Facilities Division Director *David Pfeifer*

Department Director: Isaac J. Pino, P.E., Public Works Department Director *Isaac J. Pino*

10 **Certificate of Insurance attached.** (if original Contract) N/A

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** PNM is the only game in town for supplying three phase power

12 **Prior year's contract amount?:** N/A

13 **Describe service impact from an ongoing commitment to the contractor:** N/A

14 **Why staff cannot perform the work?:** N/A

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? If not, why?:** N/A

17 **Has the contract has been approved as to form by City Attorney's Office?:** yes

18 **Is this for City Manager or Council approval?:** City Council

To be recorded by City Clerk:

Contract # _____

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