ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/15
FOR CITY COUNCIL MEETING OF 09/30/15

ISSUE:

10. Request for Approval of On-Call Miscellaneous HVAC Services for Wastewater Treatment Plant under Existing (Bid No. 15/07/B); Yearout Services, LLC and Approval of Budget Increase in the Amount of $250.537. (Kathleen Garcia)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 52452.510310

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 9/2/15

ISSUE NO. 12

Request for approval to procure HVAC services at the City of Santa Fe Wastewater Treatment Plant under the existing City of Santa Fe On-Call Contract Miscellaneous HVAC Services with Yearout Services, LLC in the amount of $231,309.00 exclusive of NMGRT. (Kathleen Garcia)

a. Request for approval of a Budget Adjustment Request that transfers cash from Fund 5450 and increases BU/LI 52452.510310

Public Utilities Committee – 9/2/15
Finance Committee – 9/15/15
City Council – 9/30/15

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 9/15/15 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

Date: August 19, 2015

To: Public Utilities Committee, Finance Committee, City Council

VIA: Shannon Jones, Wastewater Management Division Director

VIA: Nick Schiavo, Water Div. & Public Utilities Dep. Director NSA

From: Kathleen Garcia, Wastewater Management Division KG

Item

Request approval to procure HVAC services at the City of Santa Fe Wastewater Treatment Plant under the existing City of Santa Fe On-Call Contract Miscellaneous HVAC Services with Yearout Services, LLC. in the amount of $231,309.00 plus NMGRT and approval of the associated Budget Adjustment Request.

Background

HVAC services are needed at the Wastewater Treatment Plant which includes the replacement of heating and cooling units, exhaust fans and a boiler. All items are vital to the operation of the facility. Work is being requested to be procured under the existing City of Santa Fe On-Call Miscellaneous HVAC Services with Yearout Services, LLC. which was approved at the March 25, 2015 City Council Meeting.

Requested Action

The Wastewater Management Division recommends:

1. Approval to procure HVAC services under the existing City of Santa Fe On Call Contract for Miscellaneous HVAC Services with Yearout Services, LLC. in the amount of $231,309.00 plus NMGRT.
2. Approval of the attached Budget Adjustment Request that transfers cash from Fund 5450 and increases the budget in Business Unit/Line Item 52452.510310.

Attachments – Quote
BAR
Contract with City of Santa Fe and Yearout Services, LLC.
Summary of Contracts

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Yearout Services, LLC.

Procurement Title: City of Santa Fe On-Call Contract Miscellaneous HVAC Services at Mutliple City of Santa Fe Facilities

Solicitation RFB#: 15/07/B

Department Requesting/Staff Member Public Utilities Department/Kathleen Garcia

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	Bid Tab
☒	☐	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	Other: Council Approval on 3/25/15 Bid Tab on File @ Purchasing

Kathleen Garcia, WWMD Engineer
Department Rep Printed Name and Title

Kathleen Garcia
Department Rep Signature attesting that all information included

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final Bid Document
☐	☒	Final RFQ
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☐	☒	Complete evaluation score sheets
☐	☒	Copies of all RFQ submittals
☒	☐	Copies of all bid submittals
☒	☐	Bid Tab

☐	☒	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)
☐	☒	Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Individual evaluations included for each RFP.
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☒	☐	Other: All above items are available @ Purchasing

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning bid (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Bidders/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other:

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☒	☐	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other:

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☒	☐	Other: Files available @ Purchasing

MISCELLANEOUS FILE*

YES	N/A	
☒	☐	Local Preference Form
☒	☐	New Mexico Residence Form
☒	☐	Veterans Exemption

*

☐ ☐ Other: _____.

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☐	☒	Original bid(s) with no redactions

Kathleen Garcia, WWMD Engineer
Department Rep Printed Name and Title

Kathleen Garcia
Department Rep Signature attesting that all information included

YEAROUT
SERVICE, LLC
8501 WASHINGTON N.E.
ALBUQUERQUE, NEW MEXICO 87113
505/884-0994 FAX 505/314-1180

August 3, 2015

Mr. Sherman Bilbo
Wastewater Management Division
Treatment Section
For: City of Santa Fe
73 Paseo Real, Santa Fe NM. 87507

RE: **Proposal** for the replacement of two heating only air handlers, one swamp cooler, three exhaust fans, one two ton Mini Split, and one Boiler.

Mr. Bilbo:

We are pleased to offer our cost estimate proposal to replace two heating only air handler units, one swamp cooler, three exhaust fans, one two ton Mini Split, and one Boiler. The following is a detailed scope of work:

SCOPE: Replace two Air Handler Units, one (2) ton Mini Split, three Exhaust Fans, one Swamp Cooler, and one Boiler.

1. **Mechanical engineering and Electrical engineering included (excluded on boiler).**
2. **Remove old equipment from Digester and Compost building.**
3. **Three exhaust fans to be removed and replace with like units at Compost building.**
4. **Two make up heating only air handling units on Digester and Compost building.**
5. **Install one swamp cooler on Digester.**
6. **Install a Mini Split for the Compost Building.**
7. **Patch roofing for new unit.**
8. **Demo existing boiler out of mechanical room.**
9. **Either leave on-site or dispose based on owners request**
10. **Supply and install (1) new Lochinvar boiler**
11. **Lochinvar MN: LCHN2072**
12. **Does not include dual fuel per conversation with owner**

Yearout Service, LLC Customer's initials_____

13. Re-pipe new connections for gas and water
14. Excludes piping beyond new connections
15. Supply and install new venting through existing roof penetration
16. Use existing concrete pad to set new boiler
17. Electrical disconnect/reconnect ONLY
18. Replacement boiler is 2,070 MBH @ 85% efficient
19. Existing boil is 2660 MBH @ approximately 60% efficient.
20. Start-up and performance verification of above referenced new equipment only
21. Excludes factory start-up
22. Proposed work to be done during normal business hours ONLY (7am-4pm)
23. One year parts and labor warranty

(Digester and Compost) Labor and Material to install Two Air Handlers: $84,620.00 + NMGRT

(Digester)Labor and Material to install the Swamp Cooler: $4,022.00 + NMGRT

(Compost)Labor and Material to install the Mini Split: $5,756.00 + NMGRT

(Compost)Labor and Material to Install Exhaust Fans: $39,729.00 + NMGRT

(Digester)Labor and Material to Install Boiler: $53,782.00 + NMGRT

Labor: regular hours 620 @ 70.00 per hour: $43,400.00

Total: $231,309.00 + NMGRT

The following are **NOT** included in the scope (general):

- **Anything not listed above**
- **New ,pumps , valves, or accessories**
- **Controls. (Boiler to run off internal controls)**
- Test and balance
- Fire Protection
- Bond Premium Fee
- Caulking of fixtures
- Repair or replacement of drywall, plaster, or stucco
- Hazardous removal or disposal of Class A – Class D materials
- Temporary Water, Sewer, Utilities, Toilets, Cooling or Heat
- Carpentry
- Formed Concrete (no Rip/Rap or concrete at discharge area)
- Fire Stopping of Penetrations through Fire Rate Construction

Clarifications:

- In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Subcontractor, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases **5** percent between the date of the contract and the date the materials are approved for release.
- **This proposal is good for 30 days**
- This proposal is presented with the expectation that Yearout Service LLC will have input with any schedules involving this contract.
- Additional work not covered by this scope will be done only by written change order and billed at a time and materials price or a quoted price only.
- Please note we can only warranty the new Parts and Labor on installation. Upon completion of installation there is the possibility of other unknown mechanical failures within the existing components which would NOT be included in this quotation. Lead time (Delivery) on these replacement parts would be approximate and ordered ONLY upon acceptance of contract.

Terms:

- Due upon completion (NET 30)

Please sign and date this letter proposal as acceptance of the project work to be completed.

_____ _____

Signature Date

Printed Name: _____

Position: _____

Thank you for the opportunity to present this proposal to you and your company. If you have any questions, please feel free to contact me.

Sincerely

Yearout Service, LLC Customer's initials_____

Greg Lucero
Yearout Service, LLC.
8501 Washington St. NE
Albuquerque, NM 87113
505/884-0994
505/991-4637 cell
505/872-6364 Direct

ITEM # 15-0204

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # *646*
CONSTRUCTION OF *ON CALL- MISCELLANEOUS HVAC SERVICES*

This Agreement is entered into this 25th day of March, 2015, by and between the CITY OF SANTA FE, herein known as the Owner, and Yearout Service, LLC. herein known as the Contractor.

For the following:

PROJECT:	Construction of On-Call Miscellaneous HVAC Services
PROJECT NO.:	CIP #646
ARCHITECT OF RECORD:	City of Santa Fe Capital Improvements Program P.O. Box 909 Santa Fe, NM 87504

DISTRIBUTION:

OWNER _____
CONTRACTOR _____
USER AGENCY _____
OTHER _____

Revised July 2000

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of March 25, 2015.

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by the Contract Documents for CIP Project # *646* – Construction of *On Call for Miscellaneous HVAC Services* at *Multiple City of Santa Fe Facilities* (Bid # 15/07/B).

The work designated as On-Call for Miscellaneous HVAC Services, consists of, but is not limited to: heating, ventilating and air conditioning work; for boilers and water heating equipment; for controls; and work related to these systems, for City of Santa Facilities in Santa Fe, New Mexico. The City of Santa Fe Facilities Division will utilize this On-Call Contract with prior, written approval of the scope of work, from the Facilities Division Director, before commencing any work applicable to this On-Call Contract.

Contractor shall be responsible for verifications of all conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees and State inspections associated with the On Call for Miscellaneous HVAC Services.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Contract Completion Time for this contract is two (2) years. The Contract duration shall terminate two (2) years from the date of award, with the option to extend an additional year, by mutual agreement of all parties and approval of the City of Santa Fe at the same price, terms and conditions. This Agreement shall not exceed four (4) years beyond the original agreement date.

The Task Completion Time will be set by the Project Administrator on a task by task basis. Task completion shall be as specified in the written Notice to Proceed. Task completion, whether Substantial and/or Physical completion as set forth in each written Notice to Proceed, shall be achieved no later than the date specified in the written Notice to Proceed, except as hereafter extended by valid written Change Order by the owner.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to assigned tasks or work orders, and additions and deductions by Change Order as provided in the contract Documents, the Contract Sum not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00), excluding New Mexico Gross Receipt Taxes.

The Base Bid is summarized as follows:

Base Bid	$250,000.00
Gross Receipts Tax (8.1875%)	$ 20,468.75
TOTAL BASE BID AMOUNT (tax included)	$270,468.75

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon physical completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to achieve Substantial and/or Physical completion by the contract date set forth in each written Notice to Proceed pursuant to Article 3 herein or any extension in the Contract thereof,, the Contractor agrees to pay to the Owner the amount of Four Hundred Dollars ($ 400) per consecutive work day of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit two (2) copies of a progress schedule covering project operations for the task period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

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

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.

9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

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

9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe Capital Improvements Program P.O. Box 909 Santa Fe, New Mexico 87504-0909
CONTRACTOR	YEAROUT SERVICE 8501 WASHINGTON ST, NE ALBUQUERQUE, NM 87113 New Mexico License # 365365

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.

9.17 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

9.23 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 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 Owner 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.

9.27 Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10
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 any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

This Agreement is entered into as of the day and year first written above.

OWNER:
CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 4/3/15

CONTRACTOR:
YEAROUT SERVICE, LLC

BY:
TITLE: General Manager

DATE: 3/19/15

NM TAXATION AND REVENUE CRS#L0595994576
CITY OF SANTA FE BUSINESS REG #15-00110963

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
EC mtg. 3/25/15

APPROVED AS TO FORM:

2/27/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit Line Item VARIES PER TASK ORDER

BREAKDOWN SHEET

Item	Approximate Qty	Unit	Article and Description	Unit Price
1		Hr.	Journeyman, Regular Hours Worked	$ 70.00
2		Hr.	Journeyman, Hours Worked after 5pm-8am	$ 98.00
3		Hr.	Journeyman, Weekend Hours Worked	$ 98.00
4		Hr.	Journeyman, Holiday Hours Worked	$ 100.00
5		Hr.	Experienced Apprentice, Regular Hours Worked	$ 30.00
6		Hr.	Experienced Apprentice, Hours Worked after 5pm-8am	$ 45.00
7		Hr.	Experienced Apprentice, Weekend Hours Worked	$ 45.00
8		Hr.	Experienced Apprentice, Holiday Hours Worked	$ 45.00
9		Hr.	Laborer, Regular Hours Worked	$ 19.75
10		Hr.	Laborer, Hours Worked after 5pm-8am	$ 25.50
11		Hr.	Laborer, Weekend Hours Worked	$ 25.50
12		Hr.	Laborer, Holiday Hours Worked	$ 25.50
13		Hr.	Diagnosis, project estimates, troubleshooting, Regular Hours Worked	$ 0.00 N/C
14		Hr.	Diagnosis, project estimates, troubleshooting, Hours Worked after 5pm-8am	$ 60.00
15		Hr.	Diagnosis, project estimates, troubleshooting, Weekend Hours Worked	$ 60.00
16		Hr.	Diagnosis, project estimates, troubleshooting, Holiday Hours Worked	$ 60.00
17		%	Discount given off all retail parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased	$ 18%
18		Mile	One way per mile cost, per service vehicle required, measured from awarded contractors office/shop to the requested job site, for travel in excess of 50 miles one way	$ .45/mile

City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Official Document
Please Post

Business Name: **YEAROUT SERVICE**

Location: **SF COUNTY**

Class: **OUT OF CITY CONTRACTOR - SPECIALTY**

Comment:

Control Number: 0057717

License Number: 15-00110963

Issue Date December 17, 2014

Expiration Date December 31, 2015

YEAROUT SERVICE
8501 WASHINGTON ST NE

ALBUQUERQUE NM 87113

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

Client#: 1142629 YEAROMEC1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sam Conlee & Hilton Stout	
USI Southwest Inc. NM 320 Osuna Rd, NE, Suite G-1 Albuquerque, NM 87107	PHONE (A/C, No, Ext): 505 262-2621	FAX (A/C, No): 855-512-3881
	E-MAIL ADDRESS: Hilton.Stout@usi.biz	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Fire Insurance Co. of	20478
INSURED Yearout Service, LLC 8501 Washington Street NE Albuquerque, NM 87113	INSURER B : Travelers Property Cas. Co. of	25674
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D : Columbia Casualty Company	31127
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	4027153250	03/01/2015	03/01/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	[X] Contractual						PERSONAL & ADV INJURY	$1,000,000
	[X] XCU						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR	X	X	ZUP15N2586115NF	03/01/2015	03/01/2016	EACH OCCURRENCE	$15,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$15,000,000
	[ ] DED [X] RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	5099517969	03/01/2015	03/01/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		AZ/GA/SC/TX Only			E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Prof & Pollution with Mold/Fungus			2088345853	03/01/2015	03/01/2016	$5,000,000 Limit/Agg $50,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder & Owner, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to on-going and completed ops work performed on behalf of the named insured. The General Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe Facilities Division 2651 Siringo Road, Building E Santa Fe, NM 87505	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

MXEHR

City of Santa Fe

Agenda

REGULAR MEETING OF
THE GOVERNING BODY
MARCH 25, 2015
CITY COUNCIL CHAMBERS

AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE
DATE 3/20/15 TIME 3:30pm
SERVED BY
RECEIVED BY

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Reg. City Council Meeting – March 11, 2015
9. PRESENTATIONS
   a) 12th Annual Children's Water Conservation Poster Contest Winners. (Councilor Ives and Caryn Grosse) (5 Minutes)
   b) Muchas Gracias – Laurie Trevizo. (Councilor Ives) (5 Minutes)
   c) Muchas Gracias – St. Michael's High School SWAT Team. (Councilor Ives) (5 Minutes)
   d) Proclamation – Stand Up for Transportation Day. (Jon Bulthuis) (5 Minutes)
   e) Proclamation – Cesar E. Chavez Day. (Mayor Gonzales) (5 Minutes)
10. CONSENT CALENDAR
   (a) Request for Approval of Bid No. 15/07/B – City-Wide On Call Miscellaneous HVAC Services and Construction Agreement Between Owner and Contractor. (LeAnn Valdez)
      1) Yearout Service, LLC
      2) Welch's Boiler Services
      3) Mechanical Control Solutions

SS002.pmd-11/02

SUMMARY INDEX
SANTA FE CITY COUNCIL MEETING
March 25, 2015

ITEM	ACTION	PAGE #
AFTERNOON SESSION		
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved [amended]	2
APPROVAL OF CONSENT CALENDAR	Approved [amended]	2
CONSENT CALENDAR LISTING		2-4
APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING - MARCH 11, 2015	Approved	4
PRESENTATIONS		
12TH ANNUAL CHILDREN'S WATER CONSERVATION POSTER CONTEST WINNERS		5
MUCHAS GRACIAS – LAURIE TREVIZO		5
MUCHAS GRACIAS – ST. MICHAEL'S HIGH SCHOOL SWAT TEAM		6
PROCLAMATION – STAND UP FOR TRANSPORTATION DAY		6-7
PROCLAMATION – CESAR E. CHAVEZ DAY		7
CONSENT CALENDAR DISCUSSION		
CONSIDERATION OF RESOLUTION NO. 2015-28. A RESOLUTION DIRECTING STAFF TO WORK WITH THE SANTA FE AREA HOME BUILDERS ASSOCIATION TO INCORPORATE THE WATER EFFICIENCY RATING SYSTEM ("WERS") INTO THE RESIDENTIAL GREEN BUILDING CODE AND RELATED ADMINISTRATIVE PROCEDURES	Approved	7-8
END OF CONSENT CALENDAR DISCUSSION		

MINUTES OF THE
REGULAR MEETING OF THE
GOVERNING BODY
Santa Fe, New Mexico
March 25, 2015

AFTERNOON SESSION

1. CALL TO ORDER AND ROLL CALL

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Pro-Tem Peter N. Ives, on Wednesday, March 25, 2015, at approximately 5:00 p.m., in the City Hall Council Chambers. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum, as follows:

Members Present
Councilor Peter N. Ives, Mayor Pro-Tem
Councilor Bill Dimas
Councilor Signe I. Lindell
Councilor Joseph M. Maestas
Councilor Christopher M. Rivera
Councilor Ronald S. Trujillo

Members Excused
Mayor Javier M. Gonzales
Councilor Patti J. Bushee
Councilor Carmichael A. Dominguez

Others Attending
Brian K. Snyder, City Manager
Kelley A. Brennan, City Attorney
Yolanda Y. Vigil, City Clerk
Melessia Helberg, Council Stenographer

Councilor Rivera extended his condolences to the Gonzales Family and Mayor Gonzales on the loss of their father who was a previous Mayor in the City and he will be missed by all.

6. APPROVAL OF AGENDA

Brian Snyder, City Manager, said he would like to postpone Item #11 on the Afternoon Agenda and Item G on the Evening Agenda, to the Council meeting of April 8, 2015.

MOTION: Councilor Rivera moved, seconded by Councilor Trujillo, to approve the agenda as amended.

VOTE: The motion was approved on a voice vote with Mayor Pro-Tem Ives, Councilor Dimas, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo voting in favor of the motion, and none voting against.

7. APPROVAL OF CONSENT CALENDAR

MOTION: Councilor Maestas moved, seconded by Councilor Dimas, to approve the following Consent Calendar, as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Pro-Tem Ives, Councilor Dimas, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

Against: None.

10. CONSENT CALENDAR

a) REQUEST FOR APPROVAL OF BID NO. 15/07/B – CITY-WIDE ON CALL, MISCELLANEOUS HVAC SERVICES AND CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR. (LeANN VALDEZ)
   1) YEAROUT SERVICE, LLC
   2) WELCH'S BOILER SERVICES
   3) MECHANICAL CONTROL SOLUTIONS

b) REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – LFMC TO ACT AS PROJECT MANAGER FOR FUND 892 CAPITAL APPROPRIATION PROJECT; LA FAMILIA MEDICAL CENTER. (DAVID CHAPMAN)

c) REQUEST FOR APPROVAL OF CHANGE ORDER NO. 6 – RUNWAY 2-20 MEDIUM INTENSITY RUNWAY LIGHTING (MIRL) SYSTEM REPLACEMENT AT SANTA FE MUNICIPAL AIRPORT; VIS-COM, INC. (JON BULTHUIS)

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	☐	CONTRACT AGREEMENT	☑
MAINTENANCE AGREEMENT	☐	LICENSE AGREEMENT	☐
LEGAL SERVICES AGREEMENT	☐	MEMORANDUM OF UNDERSTANDING	☐
MEMORANDUM OF AGREEMENT	☐	JOINT POWERS AGREEMENTS	☐
GRANT AGREEMENTS	☐	CHANGE ORDERS	☐

2 Name of Contractor Yearout Service, LLC

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $270,468.75

Termination Date: March 25, 2019

☐ Approved by Council Date: March 25, 2015

☐ or by City Manager Date: _____

Contract is for: HVAC Services

Amendment # _____ to the Original Contract# _____

Increase 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 $ 270,468.75 of original Contract# 15-0204 Termination Date: 03/25/2019

Reason: Original Agreement

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

5 Total of Original Contract plus all amendments: $ 270,468.75

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

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

RFB ☑ RFQ ☐ Sole Source ☐ Other ☐

7 **Procurement History:** First year of 4 year contract

8 example: (First year of 4 year contract)

Funding Source: 5450 Wastewater Management **BU/Line Item:** 52452.510310

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

Staff Contact who completed this form: Kathleen Garcia Phone # 955-4616

Division Contract Administrator: Bryan Romero

Division Director: Shannon Jones

Department Director: Nick Schiavo

10 **Certificate of Insurance attached.** (if original Contract) ☐

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** On-Call Construction Agreement

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

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

14 **Why staff cannot perform the work?:** required licenses

15 **If extending contract, why?:** none required

16 **Was a Santa Fe company awarded contract? If not, why?:** No Local Contractors

Has the contract been approved as to form by City Attorney's Office?: Yes
To be recorded by City Clerk: Yes
17 **Is this for City Manager or Council approval?:** City Council

To be recorded by City Cleark

Contract # _____

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

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

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME	DATE
Public Utilities/Wastewater Management Division	08/19/2015

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
Service Contracts	52452 . 510310		250,537	
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
	.			
		TOTAL	$ 250,537	$ -

JUSTIFICATION: *(use additional page if needed)*

To utilize cash from Fund 5450 for costs associated with HVAC Services needed at the Wastewater Treatment Plant. (Budget Increase)

Kathleen Garcia (signature) Prepared By	8-19-15 Date	**CITY COUNCIL APPROVAL** City Council Approval Required ☐	(signature) Budget Officer	9/9/15 Date
(signature) Division Director	8/19/15 Date	City Council Approval Date ☐	(signature) Finance Director	9-9-2015 Date
(signature) Department Director	8/20/15 Date	Agenda Item # ☐	City Manager	Date