

**ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 12/3/14**

ISSUE NO. 14

Request for approval of Amendment No. 1 to the PSA with Automation Electric for maintenance and repair services for the Canyon Road Water Treatment Plant Transmission & Distribution facilities for the amount of \$20,000.00 exclusive of NMGRT. (Alex Gamino)

Public Utilities Committee – 12/3/14
Finance Committee – 12/1/14
City Council – 12/10/14

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 12/10/14 City Council.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 12/10/14
ITEM FROM FINANCE COMMITTEE MEETING OF 12/01/14**

ISSUE:

10. Request for Approval of Amendment No. 1 to Professional Services Agreement – Additional RTU to Hydro Generator Station and Adding McClure Reservoir Project Onto City SCADA System; Automation Electric. (Alex Puglisi and Alex Gamino)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of amendment no. 1 to professional services agreement for additional RTU to Hydro Generator Station and adding McClure Reservoir Project onto City SCADA System with Automation Electric in the amount of \$20,000 plus gross receipts tax for a sum not to exceed \$50,000 plus gross receipts tax. Budget is available in project fund.

FUNDING SOURCE: 52361.510310

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

3-17-14

City of Santa Fe, New Mexico

memo

DATE: October 22, 2014

TO: Public Utilities
Finance Committee
City Council

VIA: Nick Schiavo, Public Utilities and Water Division Director *NSA*
Alex Puglisi, Source of Supply Manager

FROM: Alex Gamino, Water Equipment Engineer

RE: Automation Electric Amendment #1

ITEM

Request an Amendment to Professional Services Agreement for Automation Electric FY 2014-2015. Automation Electric currently has a \$30,000 contract with SOS and T&D. Amendment No. 1 will reflect an increase compensation of \$20,000 plus applicable gross receipt taxes, not to exceed \$50,000 plus NMGRT.

BACKGROUND AND SUMMARY

Automation Electric is an electrical contractor with a background in design, automation, PLC programming and SCADA. Dewalt Oosthuizen has supported the City of Santa Fe on several projects and emergency situations, has a proven knowledge of the needs and requirements to the water process. Automation Electric is a Factory Authorized Systems Integrator for Schneider Electric and Rockwell Automation.

JUSTIFICATION

The current funding for this PSA has been exhausted due to an unexpected emergency at High Summit Booster location. Source of Supply will be adding an additional RTU to the Hydro Generator Station, in addition to adding the McClure Reservoir project onto our SCADA system. Planned upgrades, maintenance and Automation optimization are also reflected into this year's plan.

RECOMMENDED ACTION

- Please approve Amendment No.1 to Professional Services Agreement for Automation Electric.
- Funding is sufficient and appropriated in FY 2014-2015 for the expenditure in line item 52361.510310

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 27, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and Automation Electric (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide SCADA Maintenance and System professional services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of twenty thousand dollars (\$20,000) so that Article 3, paragraph B reads in its entirety as follows:

B. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed fifty thousand dollars (\$50,000), plus applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Automation Electric, LLC

JAVIER M. GONZALES, MAYOR

NAME & TITLE

Date: _____

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 11/17/14

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA,
ASSISTANT FINANCE DIRECTOR

52361.510310
Business Unit/Line Item



**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 Automation Electric

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$30,000.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: Pending

Contract is for: SOS and T&D maintenance

Amendment # 1 to the Original Contract# 14-0671

Increase/(Decrease) Amount \$ 20000

Extend Termination Date to: na

Approved by Council Date: PENDING

or by City Manager Date: _____

Amendment is for: Increase comp

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

Amount \$ 30,000.00 of original Contract# _____ Termination Date: 06/30/2015

Reason: electrical t&D and SOS

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____



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

Total of Original Contract plus all amendments: \$ 50,000

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source Exempt Procurement Date: May 28, 2014

Other _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: _____ **BU/Line Item:** 52361 52363

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: _____

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 Automation Electric, LLC., (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Maintenance service to be performed by Contractor under this Agreement shall consist of periodic calls to the City's Source of Supply and Transmission & Distribution Facilities by Contractor's representatives. Such performance shall consist of routine inspection, checking software upgrades and annual fees, calibration troubleshooting and other SCADA adjustments of the equipment covered by this Agreement. Contractor shall upgrade, calibrate and perform maintenance on Source of supply and Transmission & Distribution Facilities SCADA instrumentation.

B. Such maintenance service shall include scheduled and emergency service calls. Contract is for labor of such maintenance, parts, software upgrades required for SCADA control instrumentation.

C. Contractor shall furnish the City with a written report from Contractor after each service call.

D. The City shall supply a list of any devices to be worked on.

E. Maintenance service calls to the Source of Supply and Transmission & Distribution Facilities will be scheduled at the convenience of both parties unless considered an emergency by the City. Contractor must report to the job site within 48 hours of an emergency call.

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 the following rates for services rendered:

(1) Not to exceed \$225.00 per day estimate based on the following:

a. Hotel – Actual expenses of \$65.00-\$100.00 per day – This range is an estimate to be billed at best available accommodation rate, receipts required;

b. Meals – Not to exceed \$45.00 per day of actual expenses, receipts required;

c. Car Rental – Not to exceed \$70.00 per day – This is an estimate to be billed at best rate available, receipts required;

d. Mileage - \$15.00 per day – This is an estimate to be

billed at actual rate, receipts required;

(2) \$100.00 per hour for phone support – 24 hour service, 7 days a week;

(3) \$100.00 per hour for site visits – any day of week;

(4) The parts supplied by vendor are reimbursed at the rate of 10% above cost.

B. The City shall pay the Contractor in full payment for services rendered a sum not to exceed thirty thousand dollars (\$30,000), plus applicable gross receipts taxes.

C. 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.

D. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Contractor shall submit separate invoices with detailed reports of services performed for Source of Supply Facility work and for Transmission & Distribution Facility work. 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.

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) Compensation is not based upon hourly rates for services rendered, therefore 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.

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: Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Automation Electric, LLC
304 South Brassie Drive
Payson, AZ 85541

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

CITY OF SANTA FE:

JMG
for JAVIER M. GONZALES, MAYOR

DATE: 09/09/2014

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK
ccmtg 8/27/14

APPROVED AS TO FORM:

KAB
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

JMG
for FINANCE DEPARTMENT

52361.530710; 52363.530710
Business Unit Line Item

CONTRACTOR:
Automation Electric, LLC.

for OBT *CWNEB*
NAME & TITLE

DATE: 9/25/14

CRS # 02482335-0
City of Santa Fe Business
Registration # 11-00051549

Dewact *Costhuizen*