

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 05/27/15
ITEM FROM FINANCE COMMITTEE MEETING OF 05/18/15**

ISSUE:

35. Bid No. 15/23/B – Professional Services Agreement for Electrician Services for Water Facilities, Transmission and Distribution Facilities and Wastewater Division Facilities; Allied Electric, Inc. (Luis Orozco)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of Bid No. 15/23/B for professional services agreement for electrician services for water facilities, transmission and distribution facilities and wastewater division facilities with Allied Electric, Inc. in the amount not to exceed \$160,000 exclusive of gross receipts tax.

FUNDING SOURCE: 52361,52363 and 52452

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 5/6/15

ISSUE NO. 20
 Request for approval of RFB '15/23/B and award of bid to Allied Electric, Inc. equipment repair, programming and calibration services for the Wastewater Treatment Plant Facility for the amount of \$160,000.00 exclusive of NMGRT. (Luis Orozco)

Public Utilities Committee – 5/6/15
 Finance Committee – 5/18/15
 City Council – 5/27/15

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

Date: April 16, 2015

To: Public Utilities Committee/Finance Committee/City Council

Via: Nick Schiavo, Public Utilities Department and Water Division Director *NSA*
Robert Rodarte, Purchasing Officer *RJR*
Shannon Jones, Wastewater Management Division Director *SJ*

From: Luis Orozco, Wastewater Management Plant Superintendent *LO*

ITEM AND ISSUE:

Request approval of Profession Service Agreement with Allied Electric, Inc. in the amount not to exceed \$160,000 plus GRT.

BACKGROUND AND SUMMARY:

A contract is needed with Allied Electric, Inc. in the event the City of Santa Fe's Water Source of Supply, Transmission & Distribution and the Wastewater Treatment Plant Facilities have electrical problems to any of the Facilities electrical equipment, programming and calibration. EPA requires the City of Santa Fe's Water Plant Facility and the Wastewater Treatment Plant Facility to be prepared to handle any situation, to keep the equipment calibrated, operational and prevent the treatment facilities from going out of compliance.

An Electrician Bid was solicited for the Water Source of Supply, Transmission & Distribution and Wastewater Division Facilities and received seven (7) sealed bids (RFB # '15/23/B). Allied Electric, Inc. was the selected bidder that had the lowest cost to the City of Santa Fe.

Discussion

The City of Santa Fe's Water and Wastewater Divisions require services from a license firm to provide on-call electrical repair, replacement, calibrations, and modification services for the Water Source of Supply, Transmission & Distribution and the Wastewater Treatment Plant Facilities. The Water Source of Supply, Transmission & Distribution and the Wastewater Treatment Plant Facility staffs are not certified or licensed to perform electrical work.

ACTION REQUESTED:

Staff recommends approval of a Professional Services Agreement with Allied Electric, Inc. in the amount not to exceed \$40,000.00 plus NMGRT annual for a 4 year term totaling \$160,000 through FY 2018/2019.

ATTACHMENTS:

- City of Santa Fe Procurement Checklist
- Bid Tabulation Sheets
- PSA

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Allied Electric, Inc.

Procurement Title: Electrician Services

Solicitation RFP/RFB#: '15/23/B

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Public Utilities/Wastewater/Luis Orozco

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 and proposals, 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 procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

SOLICITATION*

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Project Beginning History (council requests etc) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget Determination (FIR) attach |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Solicitation document (RFP, IFB), |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

EVALUATION*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Blank evaluation form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluator's names and profiles |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation procedures or evaluation instructions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of Bidder/Offeror's detailed information |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning proposal (this is a copy that has all confidential/proprietary information excluded)
- Screen print of Contract Award Notice
- Screen print of Award Notice published on agency website
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- Correspondence with Procurement Office regarding waiver
- 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: _____

MISCELLANEOUS FILE*

YES N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Sole Source determination form approved by Procurement Officer
- Exempt determination memo approved by Procurement Officer
- 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) or proposal(s) with no redactions.
- Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters)

Luis Orozco, WWM Plant Superintendent
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included

Shirley Rodriguez ofsee RR
Purchasing Officer attesting that all information is reviewed

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 Allied Electric, Inc. (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 of Santa Fe's Water Division Facilities, Transmission & Distribution Facilities and Wastewater Division Facilities:

A. The maintenance service to be performed by Contractor, under this Agreement, shall consist of periodic calls to the City's Water Treatment Plant Facility, Transmission & Distribution Facility and the City's Wastewater Treatment Plant Facility by Contractor's representatives. Such performance shall consist of routine inspection, checking, cleaning, lubrication, alignment, repair, troubleshooting and other minor adjustments of the equipment and or instrumentation covered by this Agreement.

Contractor shall calibrate and perform maintenance on plant instrumentation.

B. Such maintenance service shall include emergency service calls. Parts shall be an additional cost to the City.

C. Contractor shall provide job reports if requested by the city.

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

E. Maintenance service calls to the City's Water Treatment Plant Facility, Transmission & Distribution Facility and the City's Wastewater Treatment Plant Facility shall be scheduled at the convenience of both parties.

F. Contractor shall furnish the City with a written report from Contractor after each service call if requested.

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 a sum not to exceed one hundred sixty thousand dollars (\$160,000), plus applicable gross receipts taxes. Payment shall be made as follows:

Fiscal Year 2015 – 2016, \$40,000.00, plus gross receipts taxes.

Fiscal Year 2016 – 2017, \$40,000.00, plus gross receipts taxes.

Fiscal Year 2017 – 2018, \$40,000.00, plus gross receipts taxes.

Fiscal Year 2018 – 2019, \$40,000.00, plus gross receipts taxes.

1) \$42.00 per hour for Journeyman services rendered between 8:00 A.M. and 5:00 P.M., Monday through Friday.

2) \$15.00 per hour for Helper services rendered between 8:00 A.M. and 5:00 P.M., Monday through Friday.

3) A multiplier of 0.5 will be multiplied and added to the regular hourly rate for hours between 5:00 PM and 8:00 AM, weekends and holidays.

4) Travel Rates. The City shall reimburse the contractor \$0.20 per mile round trip from Contractor's facility.

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, 2019. The term of this agreement not exceeding four (4) years in accordance with the terms of this agreement, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 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 contract.

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 87505

Contractor:
Allied electric, Inc.
2982 Calle de Pinos Altos
Santa Fe, NM 87507

Waste Water Division
Attn: Plant Superintendent
73 Paseo Real
Santa Fe, NM 87507

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

CITY OF SANTA FE:

CONTRACTOR:
ALLIED ELECTRIC, INC.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

NM Taxation & Revenue
CRS # 03-013533-008
City of Santa Fe Business
Registration # 15-00098798

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 *MBJ* 4/20/15
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ,
FINANCE DIRECTOR

52361.520400; 52452.520400; 52363.520400
Business 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 Allied Electric, Incl

3 Complete Information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$160,000.00

Termination Date: June 30, 2019

Approved by Council Date: Pending

or by City Manager Date: _____

Contract is for: Professional Services. \$40,000 per year for 4 years. \$20,000 per year for WW, \$10,000 per year for Water SOS and \$10,000 for T & D.

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: \$ 160,000 total for 4 years



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

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

RFP# 15/23/B Date: April 13, 2015
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

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

7 Funding Source: _____ **BU/Line Item:** 52361, 52363 and 52452

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
 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



City of Santa Fe, New Mexico BUSINESS LICENSE

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

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

Official Document
Please Post

Business Name: ALLIED ELECTRIC

Location: 2892 CALLE DE PINOS ALTOS

Class: CONTRACTOR - ELECTRICAL

Comment: ELECTRIC

Control Number: 9046075

License Number: 15-00098798

Issue Date: January 13, 2015

Expiration Date: December 31, 2015

ALLIED ELECTRIC
2892 CALLE DE PINOS ALTOS

SANTA FE NM 87507

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.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: ALLIED ELECTRIC INC.
DBA: ALLIED ELECTRIC INC.
2892 CALLE DE PINOS ALTOS
SANTA FE, NM 87507-5314

Expires: **16-May-2016**

Certificate Number:

L1607861056



Demas Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



CERTIFICATE OF LIABILITY INSURANCE

HLG
R001DATE (MM/DD/YYYY)
4/9/2015

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		PHONE (AC, MO, ISL)		FAX (AC, MO)	
A & B INSURANCE SERVICES INC/PHS		PHS		(866) 467-8730		(888) 443-6112	
351103 P: (866) 467-8730 F: (888) 443-6112		EMAIL ADDRESS					
PO BOX 29611		INSURER(S) AFFORDING COVERAGE					
CHARLOTTE NC 28229		INSURER A: Hartford Casualty Ins Co				NAIC# 29424	
		INSURER B: Twin City Fire Ins Co				29459	
		INSURER C:					
		INSURER D:					
		INSURER E:					
		INSURER F:					
INSURED							
ALLIED ELECTRIC INC							
2892 CALLE DE PINOS ALTOS							
SANTA FE NM 87507							

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.

CLASS	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF (COMMERCIAL)	POLICY EXP (COMMERCIAL)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liab GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	34 SBN PF0071	08/11/2014	08/11/2015	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$300,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COM/OP AGG: \$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE: \$ AGGREGATE: \$
B	BUSINESS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	34 WPC PL6738	07/27/2014	07/27/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER B.L. EACH ACCIDENT: \$100,000 B.L. DISEASE - EMPLOYEE: \$100,000 B.L. DISEASE - POLICY LIMIT: \$500,000

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Santa Fe
2651 SIRINGO RD
SANTA FE, NM 87505

CANCELLATION

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

Jan Taylor

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City of Santa Fe, New Mexico

memo

Date: April 14, 2015

To: Robert Rodarte, Purchasing Officer

Via: Nick Schiavo, Public Utilities Department and Water Division Director
Shannon Jones, Wastewater Management Division Director

From: Luis Orozco, Wastewater Management Plant Superintendent

ITEM AND ISSUE:

Request approval of Profession Service Agreement with Allied Electric, Inc. in the amount not to exceed \$120,000 plus GRT.

BACKGROUND AND SUMMARY:

A contracted is needed with Allied Electric, Inc. in the event the City of Santa Fe's Water Source of Supply, Transmission & Distribution and the Wastewater Treatment Plant Facilities have electrical problems to any of the Facilities electrical equipment, programming and calibration. EPA requires the City of Santa Fe's Water Plant Facility and the Wastewater Treatment Plant Facility to be prepared to handle any situation, to keep the equipment calibrated, operational and prevent the treatment facilities from going out of compliance.

An Electrician Bid was solicited for the Water Source of Supply, Transmission & Distribution and Wastewater Division Facilities and received seven (7) sealed bids (RFB # '15/23/B). Allied Electric, Inc. was the selected bidder that had the lowest cost to the City of Santa Fe.

Discussion

The City of Santa Fe's Water and Wastewater Divisions require services from a license firm to provide on-call electrical repair, replacement, calibrations, and modification services for the Water Source of Supply, Transmission & Distribution and the Wastewater Treatment Plant Facilities. The Water Source of Supply, Transmission & Distribution and the Wastewater Treatment Plant Facility staffs are not certified or licensed to perform electrical work.

ACTION REQUESTED:

Staff recommends approval of a Professional Services Agreement with Allied Electric, Inc. in the amount not to exceed \$30,000.00 plus NMGR annual for a 4 year term totaling \$120,000 through FY 2018/2019.

ATTACHMENTS:

- Bid Tabulation Sheets
- PSA

