

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

ISSUE:

45. Request for Approval of Amendment No. 1 to Professional Services Agreement – Water Meter Testing and Repair Services for Water Division; Great Southwest Meter Testing, LLC. (Michael Moya)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 1 to professional services agreement for water meter testing and repair services for water division with Great Southwest Meter Testing, LLC in the amount of \$100,000 per fiscal year 15/16, 16/17 and 17/18 for a total of \$400,000, plus gross receipts tax, for the term of the agreement.

FUNDING SOURCE: 52363.520150

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. 13

Request for approval of Amendment No. 1 to the PSA with Great Southwest Meters for a term extension through June 30, 2018 and an increase of \$100,000.00 each fiscal year exclusive of NMGRT. (Mike Moya)

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

PUBLIC UTILITES COMMITTEE ACTION : Pulled by Councilor Bushee. Approved.

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 17, 2015
TO: PUC Committee/ Finance
VIA: Nick A. Schiavo, Public Utilities Department & Water Division Director *NSA*
FROM: Michael R. Moya, Transmission & Distribution Manager *MM*

ITEM AND ISSUE:

Request approval of Amendment No. 1 with Great Southwest Meters. This amendment will extend the contract term through June 30, 2018 and increase the contract by \$100,000.00 plus NMGRT per Fiscal Year.

BACKGROUND AND SUMMARY:

On July 10, 2014, Bid #14/41/B was awarded by City Council to Great Southwest Meters. In order to comply with American Water Works Association (AWWA) the Water Division uses water meter testing company to test and repair all large water. Maintaining accuracy on large meters will account towards a major part of revenue for the City.

The Water Division has requested that Great Southwest Meters extend their commitment for an additional 3 years for the same compensation. Great Southwest Meters has agreed to this request.

Funds for this contract will be available upon approval of the F/Y 15/16 Budget under unit/line item number 52363.520150

ACTION REQUESTED:

The Water Division is requesting that the attached contract be reviewed and approved at the May 18th Finance Committee and the May 25th City Council meeting.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#14-0840**

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 Great Southwest Meter Testing, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

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 A of the Agreement is amended, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered four hundred thousand dollars (\$400,000) plus applicable gross receipts taxes. Payment shall be made as follows:

Fiscal Year 2014 – 2015, one hundred thousand dollars (\$100,000) plus gross receipts taxes.

Fiscal Year 2015 – 2016, one hundred thousand dollars (\$100,000) plus gross receipts taxes.

Fiscal Year 2016 – 2017, one hundred thousand dollars (\$100,000) plus gross receipts taxes.

Fiscal Year 2017 – 2018, one hundred thousand dollars (\$100,000) plus gross receipts taxes.

The total amount for the four (4) years will be for services rendered to the City.

2. TERM.

Article 8 of the Agreement is amended to extend the term of the Agreement to June 30, 2018. The term of this agreement shall not exceed four (4) years in accordance with the terms of this agreement, unless sooner pursuant to Article 6 below.

3. NOTICES.

Article 22 of the Agreement is amended to replace the contractor information with the following:

Contractor:
Great Southwest Meter Testing, LLC
Attn: Mario Gonzales
748 West Palms
Las Cruces, NM 88007

4. 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:
GREAT SOUTHWEST METERS

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 4/16/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52363.520150
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 Great Southwest Meters

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: June 30, 2015

Approved by Council Date: August 27, 2014

or by City Manager Date: _____

Contract is for: Provide meter testing

Amendment # 1 to the Original Contract# 14-0840

Increase/(Decrease) Amount \$ 100,000 per FY

Extend Termination Date to: June 30, 2018

Approved by Council Date: Pending

or by City Manager Date: _____

Amendment is for: Increase term and comp per fy for the next 3 fy's as per the original BID.

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: \$ 400000 for 4 FY's



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

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

RFP# _____ Date: _____
 RFQ 14/41/B _____ Date: June 27, 2014
 Sole Source _____ Date: _____
 Other _____

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

7 Funding Source: water **BU/Line Item:** 52363.52015

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

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

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

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

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

21. SEVERABILITY

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

22. NOTICES

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

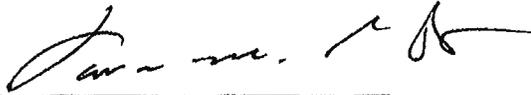
City of Santa Fe:
Water Division
Attn: T&D Operations Manager
801 W. San Mateo
Santa Fe, NM 87504

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

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

CITY OF SANTA FE:

CONTRACTOR:
GREAT SOUTHWEST METERS
TESTING, LLC.


JAVIER M. GONZALES, MAYOR

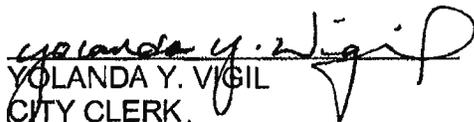

NAME & TITLE

DATE: 10-14-14

DATE: Oct 14, 2014

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

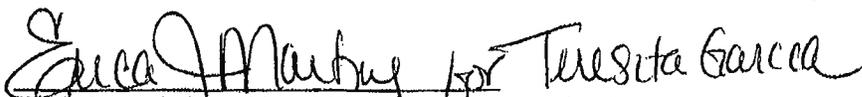
ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
comtg 8/27/14

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


MARCOS A. TAPIA FINANCE DEPARTMENT
Teresita Garcia, Assistant Finance Director
52363.520150
Business Unit Line Item