



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 08/27/14**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 08/18/14**

**ISSUE:**

17. Request for Approval of Exempt Procurement and Professional Services Agreement – Repair and Maintenance Services for Water System Software and Equipment for Water Division; Automation Electric. (Alex Puglisi)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of exempt procurement and professional services agreement for repair and maintenance services for water system software and equipment for water division with Automation Electric in the amount of \$30,000 plus gross receipts tax. Budget is available in water fund.

**FUNDING SOURCE: 52361.510300**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Chair		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ	Absent to vote		


3-17-14


# City of Santa Fe, New Mexico

# memo

**DATE:** August 12, 2014

**TO:** Finance Committee

**VIA:** Teresita Garcia, Assistant Director  
Finance Department 

**FROM:** Robert Rodarte, Officer  
Purchasing Division 

**ISSUE:** **Repair and Maintenance Services for Water System Software/ Equipment:**  
**Procurement Method: Exempt: Section 18. Purchasing Manual:**  
**Vendor: Automation Electric:**

## SUMMARY:

The City of Santa Fe Water Division is requesting Exempt Procurement approval to Automation Electric, for continued maintenance, repairs and support of the SCADA Pack and additional water distribution related software systems..

Automation Electric is a Factory Authorized agent for Schneider Electric Systems and Rockwell Automation Systems that are used throughout the City and Buckman Direct Diversion water systems. Factory Authorized Rockwell Automation Systems require only certified technicians to perform repairs, upgrades and programming of proprietary software and components that are unique to their products.

The Purchasing Division recommends this Exempt Procurement approval based on the following information provided in the City of Santa Fe Purchasing Manual Section 18.7L Exemptions: **Purchases of computer software including ancillary services, where such is required to match other software in use or where a unique or novel application (available from only one provider) is required to be used in the public interest. This will include applicable initial and subsequent licensing fees and services to modify or maintain proprietary software, if such services are available from only a single provider.**

**Section 18.1K also supports this Exempt Procurement: States: Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.**

Funding for this service request is available in Business Unit 52361 (Water Source of Supply).

Procurement History with Automation Electric:

Year ending 6/30/2013 \$ 82,793.93

Year ending 6/30/2014 \$72,270.59

Year ending 6/30/2015 \$ 20,950.57 (as of 8/12/2014)

Although, the attached Professional Service Agreement is requesting only \$30,000, it is projected that the services will exceed \$50,000 for year ending 6/30/2015. Amendments beyond this \$30,000 request will be made to the contract as needed and will require City Manager approval up to an additional \$50,000.

## **ACTION:**

It is requested that this Exempt Procurement to Automation Electric, in the amount of \$30,000.00, plus possible additional amendments be approved and submitted to the City Council for its consideration.

**ACTION SHEET  
PUBLIC UTILITES COMMITTEE MEETING OF 8/6/14**

**ISSUE NO. 14**

Request for approval Professional Services Agreement with Automation Electric for services provided for our Source of Supply Section for the total amount of \$30,000.00 exclusive of NMGR. (Alex Puglisi and Alex Gamino)

Public Utilities Committee – 8/6/14  
Finance Committee – 8/18/14  
City Council – 8/27/14

**PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 8/18/14 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	Excused		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

# City of Santa Fe, New Mexico

# memo

DATE: July 24, 2014  
TO: Public Utilities Committee Members  
Finance Committee Members  
VIA: Nick Schiavo, Public Utilities and Water Division Director *NS*  
FROM: Alex A. Puglisi, Interim Source of Supply Manager, Water Division

*Alex A. Puglisi*

## ITEM

Request for Approval of Professional Services Agreement with Automation Electric LLC. The City of Santa Fe Water Division is making this request as a "procurement exempt" acquisition of professional services from Automation Electric LLC.

## BACKGROUND AND SUMMARY

The City of Santa Fe Water Division recommends Professional Service Agreement with Automation Electric LLC in the amount of \$ 30,000.00, for both the Source of Supply (SOS) Section and Transmission and Distribution (T&D) Section for FY14/15. Automation Electric has provided system integration, automation system retrofit, process automation design/deployment, automation maintenance and upgrades. In Addition, Automation Electric has provided support for all vital components in the automation process control throughout the water system.

Automation Electric LLC is a Factory Authorized Schneider Electric Systems Integrator, Factory Authorized Rockwell Automation Systems Integrator. Automation Electric is Factory Authorized to provide parts, system programming, labor and repairs for Scada Pack, Modicon and Allen Bradley PLC. In Addition, Automatic Electric is the nearest onsite support technician for Vijeo Citect software. Funding is sufficient and appropriated in FY 2014/15 for the expenditure in line item 52361. 510300

## RECOMMENDED ACTION

The Water Division recommends PUC approval of a Professional Service Agreement with Automation Electric LLC in the amount of \$30,000.00 plus NMGRT.

The Division also requests that the PUC forward this item to the Finance Committee on August 18, 2014, with a recommendation for their approval and to the Governing Body on August 27, 2014, for their final consideration and approval.

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:

CONTRACTOR:  
Automation Electric, LLC.

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN,  
CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
FINANCE DEPARTMENT

52361.530710; 52363.530710  
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 # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: na

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: rtu

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: \$ 30,000

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

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

~~Sole Source~~  Exempt Procurement Date: May 28, 2014

Other  Section 18 of the Purchasing manual.

**6 Procurement History:** \_\_\_\_\_  
example: (First year of 4 year contract)

**7 Funding Source:** Water **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:**