



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 06/11/14**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/02/14**

**ISSUE:**

11. Bid No. 14/36/B – Water Division Administration Building Photovoltaic (PV) Project; Positive Energy, Inc. (Nick Schiavo)

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

Requested approval of Bid No. 14/36/B for Water Division Administration Building Photovoltaic Project with Positive Energy, Inc. in the amount of \$544,618.00. Budget is available in water fund.

**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	X		
COUNCILOR MAESTAS	Excused		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMissue

# City of Santa Fe, New Mexico

# memo

**DATE:** May 27, 2014

**TO:** Finance Committee

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

*Robert Rodarte*  
5/28/14

**VIA:** Marcos A. Tapia, Finance Director  
Finance Department

**ISSUE:** Award of Bid # '14/36/B  
FY 13/14 Water Division Administration Building Photovoltaic System  
Installation

**SUMMARY:**

On May 19, 2014, two bids were received for the procurement of the above referenced project as follows:

	<u>Bid Amount</u>	<u>Local Preference</u>
<b>Positive Energy Inc., Santa Fe</b>		
Total Bid	\$544,618.00	\$490,156.20
<b>Consolidated Solar Technologies, LLC, Santa Fe</b>		
Total Bid	\$500,827.00	

The using department has reviewed the bid and recommends award of bid to Positive Energy Inc., Santa Fe in the amount of \$544,618.00.

Budget is available in account number 52359.572970 (Exp Water CIP Project – WIP Construction) in the amount of \$673,127.67.

**ACTION:**

It is requested that this recommendation of award to Positive Energy Inc., Santa Fe in the total amount of \$544,618.00 be reviewed, approved and submitted to the City Council for its consideration.

**Attachments:**

1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.



# City of Santa Fe, New Mexico

# memo

**Date:** May 23, 2014  
**To:** Finance Committee/Public Utility Committee  
**From:** Nicholas Schiavo, Public Utilities Department and Water Division Director <sup>NS</sup>  
**RE:** Request to award bid number '14/36/B for the Water Division Administration Building Photovoltaic Project

## ITEM AND ISSUE:

The Water Division requests award of bid number '14/36/B for the Water Division Administration Building Photovoltaic (PV) Project.

## BACKGROUND AND SUMMARY:

The Water Division Administration Building spends over \$30,000 per year for electricity. Construction of a photovoltaic system to provide renewable energy for the building would replace approximately 83% of the center's electrical needs and would save the center an estimated \$25,000 in the first year. The project would pay for itself within 17.4 years and would continue to provide electricity to the building for an additional 7.6 years or more, resulting in significant energy savings to the City. This estimate includes an escalation cost of 1.5% per year. For the past three years we have experienced a 3% increase in PNM electric rates. It is estimated that the PV system on a yearly basis will avoid the production of 204 tons of CO<sub>2</sub> and save over 74,000 gallons of water. The contract period for the construction of this project is one hundred eighty (180) days.

Electrical upgrades are required for the building in order to meet current electrical code to ensure the safety of the building even if the photovoltaic system is not installed. For example, the current pad mounted transformer is too close to the building and must be moved. The cost of the electrical upgrades total \$77,000 of the project bid amount and they were not factored into calculations for the number of years to pay back the cost of the project.

The bids for this project were opened on May 19, 2014 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of \$544,618.00 was submitted by Positive Energy Solar. A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Local, Resident or Veterans preference
Consolidated Solar Tech	\$ 500,827.00	\$
Positive Energy Solar	\$ 544,618.00	\$ 490,156.00

Funds for this work are available in Business Unit, Line Item 52359.572970 in the amount of \$544,618.00.

**RECOMMENDATION:**

The Water Division recommends:

- Review and approval of award of contract to Positive Energy Solar for construction of the Water Division Administration Building Photovoltaic Project under RFP No. '14/36/B for the total amount of \$544,618.00.
- Forwarding and recommendation of approval of the award and contract at the Public Utilities Committee, and the Governing Body on June 4 and 11<sup>th</sup> respectively.

cc: Dee Beingessner

CITY OF SANTA FE  
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN  
OWNER AND CONTRACTOR  
Water Division Administration Building Photovoltaic System Installation

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF SANTA FE, herein known as the Owner, and POSITIVE ENERGY, herein known as the Contractor.

For the following:

PROJECT: Water Division Administration Building  
Photovoltaic System Installation

PROJECT NO.:  
ARCHITECT OF RECORD: ProteckPark Solar  
5513 Vine Street  
Cincinnati, Oh 45217  
&  
Peak Power Engineering, Inc.  
1309 Agua Fria  
Santa Fe, NM 87501

DISTRIBUTION:

OWNER \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
USER DIVISION \_\_\_\_\_  
OTHER \_\_\_\_\_

Revised March 2011

## RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of \_\_\_\_\_, 2014.

The OWNER and the CONTRACTOR agree:

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK

The Contractor shall perform all the work required by the Contract Documents for the Water Division Administration Building Photovoltaic System Installation project.

The work is designated as City of Santa Fe Project, Water Division Administration Building Photovoltaic System Installation project, and consists of, but is not limited to: complete in place installation of 94.2 KW photovoltaic systems including site lighting, power improvements, and site restoration, in accordance with the drawings, specifications, and other contract documents. The location of the project is the main building for the SDCW Division located at 801 W. San Mateo Road, Santa Fe, New Mexico 87505.

The work consists of furnishing all equipment, labor and materials as required by the City of Santa Fe, New Mexico.

Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.



The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

ARTICLE 3  
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract may commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. The entire photovoltaic installation project must be substantially complete by January 31, 2015. Substantial completion must include interconnect and final approval of the system from PNM.

ARTICLE 4  
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of five hundred forty four thousand six hundred eighteen dollars (\$544,618).

The Contract Sum is determined as follows:

Base Bid	\$ 544,618.00
Gross Receipts Tax ( Tax Exempt)	\$ 0
Subtotal	\$ 544,618.00
TOTAL CONTRACT AMOUNT	\$ 544,618.00

ARTICLE 5  
PROGRESS PAYMENTS

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

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

ARTICLE 6  
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to achieve Substantial Completion by the contract date set forth in Article 3 herein or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of one thousand dollars (\$1,000) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7  
FINAL PAYMENT

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

ARTICLE 8  
SCHEDULE

The Contractor shall, within ten (10) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9  
GENERAL AND SPECIAL PROVISIONS

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

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

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

9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance

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

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

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

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. If the Contractor is permitted to subcontract, the Contractor agrees to comply with the provisions of the Subcontractors Fair Practices Act, Section 13-4-31 through 13-4-43 NMSA 1978. Further, if permitted to subcontract, the Contractor shall comply with all provisions of the Prompt Payment Act, Sections 57-28-1 through 57-28-11 NMSA 1978.

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

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

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

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

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

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

within the strict limits of that authority.

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

OWNER	City of Santa Fe, Public Utilities Department Water Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
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CONTRACTOR	Positive Energy 3209 Richards Lane Santa Fe, NM 87507
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New Mexico License # 82573

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

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

9.17 This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

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

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

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

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered

without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

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

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

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

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

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

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

ARTICLE 10  
NEW MEXICO TORT CLAIMS ACT

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

[ THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK ]

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

OWNER:  
CITY OF SANTA FE

CONTRACTOR:  
POSITIVE ENERGY

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

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

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

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

NM Taxation & Revenue  
CRS No. 02-410476-000  
City of Santa Fe Business  
Reg. No. 13-00067470

ATTEST:

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

APPROVED AS TO FORM:

*Kelly A. Brennan for*  
\_\_\_\_\_  
KELLY A. BRENNAN,  
INTERIM CITY ATTORNEY

5/21/14

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA, DIRECTOR  
FINANCE DEPARTMENT

Business Unit/Line Item 52359.572970

STATE OF NEW MEXICO - TAXATION AND REVENUE DEPARTMENT  
**SOLAR ENERGY SYSTEMS TAX DEDUCTION**

**Purchase and Use Statement**

**SELLER'S COPY**

**Declaration of purchaser.** By signing this statement, the purchaser declares that the purchase(s) for which this written statement is issued:

- is for the sale of equipment or a component part, or for installation services for the equipment or component part of a qualified solar energy system pursuant to Laws 2007, Chapter 204, Section 10;
- that the equipment or component part is an essential machine, mechanism, or a component or fitting thereof, used directly and exclusively in the installation or operation of a solar energy system, and
- that the equipment or component part can be included in the basis of the property to which it is installed as established under the applicable provisions of the Internal Revenue Code of 1986.

**SELLER**

Name of seller	Positive Energy, Inc.		
Mailing address	3209 Richards Ln.		
City	State	Zip code	
Santa Fe,	NM	87507	
CRS ID number	02-410476-000		

**PURCHASER**

Name of buyer			
Mailing address			
City	State	Zip code	
Contact name (if other than name of purchaser)	phone number		
If business, provide CRS ID number or FEIN			

I declare that the equipment or service, or both, purchased is for the sole and exclusive use for the sale and installation of a solar energy system as defined in Laws 2007, Chapter 204, Section 10.

Signature of purchaser (or agent) \_\_\_\_\_

Date \_\_\_\_\_

..... CUT HERE ..... CUT HERE ..... CUT HERE .....

STATE OF NEW MEXICO - TAXATION AND REVENUE DEPARTMENT  
**SOLAR ENERGY SYSTEMS TAX DEDUCTION**

**Purchase and Use Statement**

**BUYER'S COPY**

**Purpose of this form.** Effective July 1, 2007, a deduction from gross receipts tax is available for the sale and installation of a solar energy system. The seller must have a signed copy of this Form RPD-41341, *Solar Energy Systems Gross Receipts Tax Deduction Purchase and Use Statement*, or other evidence acceptable to the department that the service or equipment is purchased for the sole use of the sale and installation of a qualified energy system before the seller may deduct gross receipts from the sale. When a seller accepts in good faith a person's written statement that the person is purchasing the service or equipment for the sole use of the sale and installation of a solar energy system pursuant to Laws 2007, Chapter 204, Section 10, the sale may be deducted from the seller's gross receipts. The seller must retain this statement on file. The seller may have one statement on file for each purchaser.

**SELLER**

Name of seller	Positive Energy, Inc.		
Mailing address	3209 Richards Ln		
City	State	Zip code	
Santa Fe,	NM	87507	
CRS ID number	02-410476-000		

**PURCHASER**

Name of buyer			
Mailing address			
City	State	Zip code	
Contact name (if other than name of purchaser)	phone number		
If business, provide CRS ID number or FEIN			

STATE OF NEW MEXICO - TAXATION AND REVENUE DEPARTMENT  
**Solar Energy Systems Tax Credit Deduction  
Purchase and Use Statement  
INSTRUCTIONS**

**ABOUT THIS DEDUCTION:** Form RPD-41341, *Solar Energy Systems Gross Receipts Tax Deduction Purchase and Use Statement*, may be used by a New Mexico taxpayer for a gross receipts tax deduction for receipts from the sale and installation of a solar energy system. "Solar energy system" means an installation that is used to provide space heat, hot water or electricity to the property in which it is installed and is:

- an installation that utilizes solar panels that are not also windows, including the solar panels and all equipment necessary for the installation and operation of the solar panels;
- a dark-colored water tank exposed to sunlight, including all equipment necessary for the installation and operation of the water tank as a part of the overall water system of the property; or
- a non-vented trombe wall, including all equipment necessary for the installation and operation of the trombe wall.

Receipts from sale and installation of solar energy systems pursuant to Laws 2007, Chapter 204, Section 10 may be deducted from gross receipts when the sale is made to a person who submits a signed Form RPD-41341, *Solar Energy Systems Gross Receipts Tax Deduction Purchase and Use Statement*, or when the seller can provide evidence acceptable to the department that the service or equipment is purchased for the sole use of the sale and installation of a qualified solar energy system. Evidence acceptable to the department includes a description of what was sold, the amount of the sale and a description of the solar energy system being sold and installed.

When a seller accepts in good faith a person's written statement that the person is purchasing the equipment for the sole use of the sale or installation of a solar energy system pursuant to Laws 2007, Chapter 204, Section 10, the written statement shall be conclusive evidence that the proceeds from the transaction with the person having made this statement are deductible from the seller's gross receipts.

**Solar energy system** includes components or systems for collecting and/or storing energy, but does not include components or systems related to the use of the energy. Examples of use would include the pipes carrying heated water to a faucet or the electrical wire carrying electricity to an outlet.

**Installation of a solar energy systems** includes replacement of some part of the system, or a similar change to the system

that would qualify as an adjustment to basis for federal income tax purposes. Labor for maintenance or service of a solar energy system does not qualify for the deduction in the absence of an installation of some part of the system. Labor to perform post-installation adjustments to the solar energy system qualifies when the adjustments are performed to optimize the operation of the solar energy system as part of the initial installation and are performed within one year of the initial installation.

**DEFINITIONS:**

**Equipment** means an essential machine, mechanism, or a component or fitting thereof, used directly and exclusively in the installation or operation of a solar energy system. Equipment that can be included in the solar energy system is limited to equipment that can be included in the basis of the property to which the solar energy system is installed as established under the applicable provisions of the Internal Revenue Code of 1986.

**Trombe Wall** is a sun-facing wall built from material that can act as a thermal mass, such as stone, concrete, adobe or water tanks, combined with an air space and glass to form a solar thermal collector.

**Solar thermal collector** means an energy system that collects or absorbs solar energy for conversion into heat for the purposes of space heating, space cooling or water heating.

**Solar panel** is a solar thermal collector, such as a solar hot water or air panel used to heat water, air, or otherwise collect solar thermal energy. "Solar panel" may also refer to a photovoltaic system.

**Solar thermal energy** is a technology for harnessing solar power for practical applications from solar heating to electrical power generation.

**Photovoltaic system** means an energy system that collects or absorbs sunlight for conversion into electricity.

**COMPLETING THE STATEMENT:** The purchaser must complete the written statement (top and bottom portions) and sign and date the statement, declaring to the seller that the equipment or installation services were purchased solely for the use of installation and operation of a solar energy system. The purchaser provides the top portion of the statement to the seller to substantiate the deduction. Provide a contact name and a CRS identification number or Federal Employer Identification Number (FEIN), if the purchaser is a business.



Client#: 586259

POSIENER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2014

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: HUB International Ins Svcs Inc, Santa Fe, NM 87502. CONTACT NAME: Michelle Lovato, PHONE: 505-992-1873, FAX: 866-621-0427, E-MAIL: michelle.lovato@hubinternational.com. INSURER(S) AFFORDING COVERAGE: Depositors Insurance Company (42587), AMCO Insurance Company (19100), Builders Trust of New Mexico (999999), ALLIED P & C Ins Co (42579).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (ACPGLD07216115049), Automobile Liability (ACPBAPC7216115049), Umbrella Liability (ACPCAA7216115049), and Workers Compensation (5367).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Project - Water Division Administration Building Photovoltaic System Installation. 30 Days Notice of Cancellation applies to general liability per attached form IL7003 0911.

CERTIFICATE HOLDER: City of Santa Fe, 200 Lincoln Ave, Santa Fe, NM 87504. 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: Robert A. Mackay

Client#: 586259

POSIENER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2014

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: HUB International Ins Svcs Inc, PO Box 5080, Santa Fe, NM 87502, 505 982-4296 / CA Lic# 0757776. CONTACT NAME: Michelle Lovato, PHONE (A/C, No, Ext): 505-992-1873, FAX (A/C, No): 866-621-0427, E-MAIL ADDRESS: michelle.lovato@hubinternational.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Depositors Insurance Company (42587), INSURER B: AMCO Insurance Company (19100), INSURER C: Builders Trust of New Mexico (999999), INSURER D: ALLIED P & C Ins Co (42579), INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Commercial General Liability, PD Ded: \$500, Limits up to \$1,000,000); D AUTOMOBILE LIABILITY (Any Auto, Hired Autos, Limits up to \$1,000,000); B UMBRELLA LIAB (Excess Liab, Retention \$0, Limits up to \$1,000,000); C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Y/N: Y, N/A, Limits up to \$2,000,000).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Project - Water Division Administration Building Photovoltaic System Installation. 30 Days Notice of Cancellation applies to general liability per attached form IL7003 0911.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Santa Fe, 200 Lincoln Ave, Santa Fe, NM 87504. 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: Robert J. Macbook

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADVANCE NOTICE OF CANCELLATION  
OR COVERAGE REDUCTION OR RESTRICTION  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY POLICY
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- MERCANTILE UMBRELLA LIABILITY POLICY

**SCHEDULE**

Person(s) or Organization(s)	Address
City of Santa Fe	200 Lincoln Ave. Santa Fe, NM 87504

30 Days

**Number of Days Notice** \_\_\_\_\_

If this policy is cancelled (other than nonpayment of premium) or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

**All terms and conditions of this policy apply unless modified by this endorsement.**



**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 Positive Energy, Inc.

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$200,000.00

Termination Date: January 3, 2015

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

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

Contract is for: Photovoltaic system at the Water Division administration building

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: \$ \_\_\_\_\_



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

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

RFP# 14/36/B Date: May 19, 2014

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

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

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

**7 Funding Source:** \_\_\_\_\_ 52359.57297 **BU/Line Item:** \_\_\_\_\_

**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:** Dee Beingessner

Phone # 955-4231

**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: