



# City of Santa Fe, New Mexico

# memo

**Date:** December 18, 2014

**To:** Public Utilities Committee/Finance Committee/City Council

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

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

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## **ITEM AND ISSUE:**

Request approval of Profession Service Agreement with Yukon & Associates, LTD in the amount not to exceed \$120,000 plus GRT.

## **BACKGROUND AND SUMMARY:**

A contracted is needed with Yukon & Associates, LTD in the event the City of Santa Fe's Water Treatment Plant Facility and the Wastewater Treatment Plant Facility have instrumentation problems to any of the Facilities instrumentation 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.

A Instrumentation Bid was solicited for the Water and Wastewater Divisions and received three sealed bids (RFB # '15/10/B). A bid tabulation sheet was made for an 8 hour work day and round trip to calculate the best cost. Yukon & Associates, LTD 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 repair, replacement, calibrations, and modification services for the Water and Wastewater Divisions. The Water Treatment Plant Facility and the Wastewater Treatment Plant Facility staffs are not certified to perform equipment instrumentation calibration that is required by EPA and NMED.

## **ACTION REQUESTED:**

Staff recommends approval of a Professional Services Agreement with Yukon & Associates, LTD. in the amount not to exceed \$30,000.00 plus NMGR annual for a 4 year term totaling \$120,000 through FY 2017/2018.

## **ATTACHMENTS:**

- Bid Tabulation Sheet
- PSA

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 Yukon & Associates, LTD (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 and Wastewater Division:

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 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 calibration sheets and job reports.

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 and the City's Wastewater Treatment Plant Facility shall be scheduled at the

convenience of both parties.

F. Contractor shall warranty work/services for one (1) year.

G. 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 thirty thousand dollars (\$30,000), plus applicable gross receipts taxes per year.

Fiscal Year 2014 – 2015, thirty thousand dollars (\$30,000) plus gross receipts taxes.

Fiscal Year 2015 – 2016, thirty thousand dollars (\$30,000) plus gross receipts taxes.

Fiscal Year 2016 – 2017, thirty thousand dollars (\$30,000) plus gross receipts taxes.

Fiscal Year 2017 – 2018, thirty thousand dollars (\$30,000) plus gross receipts taxes.

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

1) \$83.00 per hour for services rendered between 8:00 A.M. and 5:00 P.M., Monday through Friday.

2) 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.

3) Travel Rates. The City shall reimburse the contractor \$0.65 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, 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.

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) Compensation is based upon hourly rates and expenses, therefore the 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: SOS Manager  
801 W. San Mateo  
Santa Fe, NM 87505

Contractor  
Yukon & Assoc.  
4211 Hawkins NE  
Albuquerque, NM 87109

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:  
YUKON & ASSOC.

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

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

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

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

NM Taxation & Revenue  
CRS # \_\_\_\_\_  
City of Santa Fe Business  
Registration # \_\_\_\_\_

ATTEST:

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

MDM 12/16/14  
KELLEY A. BRENNAN  
CITY ATTORNEY

OSCAR RODRIGUEZ, FINANCE DIRECTOR

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## 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 Yukon & Associates

3 Complete information requested ☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$120,000.00

Termination Date: June 30, 2018

☒ Approved by Council Date: Pending

☐ or by City Manager Date: \_\_\_\_\_

Contract is for: Professional Services. \$30,000 per year for 4 years. \$20,000 per year for WW and \$10,000 per year for Water SOS

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: \$ 120,000 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# 15/10/B Date: December 9, 2014

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

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

Other \_\_\_\_\_

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

**7 Funding Source:** \_\_\_\_\_ **BU/Line Item:** 52452 and 52361

**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:**

# INSTRUMENTATION BID TABULATION SHEET

Receipt Of Bid

December 9, 2014

		Estimated Quantity						
Vendor		Rate	Hours	Mileage	Cost	Total Cost		
Yukon & Associates, LTD	Hourly Rate	\$ 83.00	8		\$ 664.00			
	Travel Round Trip	\$ 0.65		104	\$ 67.60			
						\$ 731.60		
Paragon Electric, Inc.	Hourly Rate	\$ 78.00	8		\$ 624.00			
	Travel Round Trip	\$ 1.65		104	\$ 171.60			
						\$ 795.60		
I & C Solutions, LLC	Hourly Rate	\$ 88.50	8		\$ 708.00			
	Travel Round Trip	\$ 0.87		104	\$ 90.48			
						\$ 798.48		



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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

Official Document  
Please Post

Business Name: YUKON & ASSOCIATES LTD

Location: SF COUNTY

Class: OUT OF CITY CONTRACTOR - SPECIALTY

Comment:

Control Number: 0039447

License Number: 14-00110186

Issue Date June 24, 2014

Expiration Date December 31, 2014

YUKON & ASSOCIATES LTD  
4211 HAWKINS NE

ALBUQUERQUE NM 87109

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.



Client#: 1142163

YUKONASS

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2014

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).

<b>PRODUCER</b> USI Southwest Inc. NM - CL 320 Osuna Rd, NE, Suite G-1 Albuquerque, NM 87107 505 219-0300	<b>CONTACT NAME:</b> Robert Lilley / Linda Atkinson <b>PHONE (A/C, No, Ext):</b> 505 219-0300 <b>FAX (A/C, No):</b> 855 512-3881 <b>E-MAIL ADDRESS:</b> linda.atkinson@usi.biz																					
<b>INSURED</b> Yukon & Associates, Ltd. 4211 Hawkins NE Albuquerque, NM 87109	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Cincinnati Insurance Company</td><td>10677</td></tr> <tr> <td>INSURER B:</td><td>New Mexico Mutual Casualty</td><td>40627</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Company	10677	INSURER B:	New Mexico Mutual Casualty	40627	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:	New Mexico Mutual Casualty	40627																				
INSURER C:																						
INSURER D:																						
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.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	EPP0066094	01/30/2014	01/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS			EBA0066094	01/30/2014	01/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	X		EPP0066094	01/30/2014	01/30/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	11468120	01/30/2014	01/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

The City of Santa Fe is named as Additional Insured with respects to the General Liability, only when required by written contract. The General Liability policy include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe P.O. Box 909 Santa Fe, NM 87504	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 
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