

City of Santa Fe, New Mexico

memo

DATE: September 1, 2020

TO: Jarel LaPan- Hill, City Manager

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Purchasing Officer
John Romero, Acting Public Works Director *JR*

FROM: Caryn Grosse, Facilities Project Administrator *cg*

ITEM AND ISSUE:

Request for the Approval of Amendment No. 1 to On-Call Electrical Services Agreement #19-0663 in the Total Amount of \$52,087.69 for miscellaneous electrical services; Allied Electric, Inc.; Caryn Grosse, cgrosse@santafenm.gov, 505-955-5938

BACKGROUND AND SUMMARY:

In 2019, Facilities staff is established an on-call contract for electrical services to perform types of work that cannot be performed by staff under our Annual Permit such as modifications and new construction, and to augment capacity of licensed electrical staff. Having an on-call contract ensures that work can be scheduled quickly to keep facilities operating for customers and employees.

PROCUREMENT METHOD:

The procurement method is NM Statewide Price Agreement (SWPA) #70-00000-17-00063, which expires on July 26, 2021.

CONTRACT NUMBER:

Munis Contract # 3201474.

FUNDING SOURCE:

Purchase orders under this on-call contract might utilize a variety of funding sources including:

Org	Object	available balance as of 9/1/2020
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1000435-Facilities Maintenance	520100-Rep and Maint Build/Struct	\$307,048.20
1000431-Facilities Administration	520100-Rep and Maint Build/Struct	\$63,000.00
Typical Project - Other	TBD	TBD

ACTION REQUESTED:

Public Works respectfully requests your review and approval of a one-year extension to this contract.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
ON-CALL ELECTRICAL SERVICES AGREEMENT
ITEM# 19-0663**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE ON-CALL ELECTRICAL SERVICES AGREEMENT, dated August 8, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Allied Electric Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide electrical services.
- B. Pursuant to Article 8 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. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021. The City reserves the right to renew the contract on an annual basis by mutual agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

2. 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Jarel LaPan Hill
Jarel LaPan Hill (Sep 14, 2020 16:49 MDT)

JAREL LAPAN HILL
CITY MANAGER

DATE: Sep 14, 2020

Melissa J. Maestas
MELISSA J. MAESTAS

President, Allied Electric Inc.

DATE: 6/16/2020
CRS# 03-013533-008
Registration # 223258

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE: XIV
XIV

Marcos Martinez
Marcos Martinez (Jun 5, 2020 08:11 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

Varies
Munis Org/Object

2020 06 05 Allied Elect Amendment

Final Audit Report

2020-06-05

Created:	2020-06-05
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcoFNtsIDQQaAP5Yb4XSjtbRQqpau-6

"2020 06 05 Allied Elect Amendment" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-05 - 2:10:24 PM GMT - IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-05 - 2:10:48 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-05 - 2:11:02 PM GMT - IP address: 67.0.223.20
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-05 - 2:11:36 PM GMT - Time Source: server- IP address: 67.0.223.20
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-05 - 2:11:36 PM GMT



City of Santa Fe Contract
On-Call Electrical Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Allied Electric, Inc.**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

D. "You" and "your" refers to Allied Electric, Inc. "We," "us" or "our" refers to the City of Santa Fe Public Works-Facilities Division and whose accounts are created under this Agreement.

2. **Scope of Work**

A. Allied Electric, Inc will provide on-call service work including labor and materials per State Price Agreement #70-000-17-00063, as described in their proposal #2774, dated June 17, 2019. All work will be performed on a time and materials basis, including but not limited to:

- 1) Electrical Service;
- 2) Electrical Circuits;
- 3) Electrical Controls;
- 4) Indoor and Outdoor Lighting;
- 5) Trouble-shooting and Repairs.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 Parts and Materials, no tax		5% discount off retail
02 Electrical Apprentice, regular hours worked, non-wage-decision project		\$20/hour
03 Electrical Journeyman, regular hours worked, non-wage-decision project		\$51/hour
04 Project Manager		\$55/hour

The total compensation under this Agreement shall not exceed \$52,087.69, including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2020**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts

of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** *The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.*

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon 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, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

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

The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the

grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: \$1,000,000.

c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment,

or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

City of Santa Fe Public Works Department-Facilities Division
PO Box 909
2651 W. Siringo Rd, Building E
Santa Fe, NM 87504-0909

To the Contractor:

Allied Electric, Inc.
2982 Calle de Pinos Altos
Santa Fe, NM 87507

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

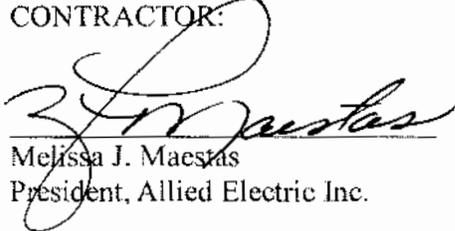
This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ERIK LITZENBERG,
CITY MANAGER

CONTRACTOR:


Melissa J. Maestas
President, Allied Electric Inc.

DATE: 8-8-19

DATE: 7/10/2019
CRS# 03-013533-008
Registration # 19-00098798

ATTEST:


YOLANDA Y. GIL, CITY CLERK

APPROVED AS TO FORM:

EMM 7/2/09
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR *mm*

Varies
Business Unit Line Item



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201474

Contractor: Allied Electric, Inc.

Description: Amendment No. 1 to On-Call Electrical Services Agreement #19-0663 for miscellaneous electrical services

Contract Agreement Lease / Rent Amendment

Term Start Date: August 8, 2019 Term End Date: June 30, 2020

Approved by Council Date: _____

Contract / Lease: #19-0663 On-Call Electrical Services Agreement

Amendment # 1 to the Original Contract / Lease # 19-0663

Increase/(Decrease) Amount \$ 0.00

Extend Termination Date to: June 30, 2021

Approved by Council Date: _____

Amendment is for: Extending contract for an additional year

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original contract # 19-0063, amount of \$52,087.69, termination date 6/30/2020

Amendment #1, no change in amount, extension of contract to 6/30/2021

3. **Procurement History:** _____

Spending Approval
From: [redacted] (Sep 10, 2020 13:51 MDT)

Purchasing Officer Review: _____ Date: Sep 10, 2020

Comment & Exceptions: Term July 1, 2020-June 30,2021 Resolution -retroactive contractsn (90 days) 7/31/20- FD

4. **Funding Source:** varies by project **Org / Object:** varies by project

Alexis Lotero
Alexis Lotero (Sep 9, 2020 12:05 MDT)

Budget Officer Approval: _____ Date: Sep 9, 2020

Comment & Exceptions: _____

Staff Contact who completed this form: Caryn Grosse Phone # 955-5938

Email: clgrosse@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Allied Electric, Inc.

Procurement Title: City of Santa Fe Contract-Services Contract Amendment No. 1

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Works/Facilities Division Staff Name Caryn Grosse

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	FIA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Caryn Grosse Facilities Project Administrator 6/22/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Unaway (Sep 10, 2020 13:51 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

**Awarded Vendor:
9 Vendors**

Price Agreement Number: **70-000-17-00063**

Price Agreement Amendment No.: **Three**

Term: **July 27, 2017 – July 26, 2021**

**Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Email: Mark.Lujan@state.nm.us

**Invoice:
As Requested**

Title: Electrical On-Call

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 27, 2020 to July 26, 2021 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

A handwritten signature in blue ink that reads "Valerie Pauek for".

Mark Hayden, New Mexico State Purchasing Agent

Date: 06/17/2020



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
9 Vendors

Price Agreement Number: 70-000-17-00063

Price Agreement Amendment No.: Two

Term: July 27, 2017 – July 26, 2020

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Email: Mark.Lujan@state.nm.us

Invoice:
As Requested at time of order

Title: **Electrical On-Call**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 27, 2019 to July 26, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 6/24/2019



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor 9 Vendors</p> <p>Telephone No. _____</p>

Price Agreement Number: 70-000-17-00063

Price Agreement Amendment No.: One

Term: July 27, 2017 – July 26, 2019

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
--

Procurement Specialist: Mark Lujan 

Telephone No.: (505) 827-0564

<p>Invoice: As Requested</p>
--

Title: **Electrical On-Call**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 27, 2018 to July 26, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 07/25/2018

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
ML





**State of New Mexico
General Services Department
Statewide Price Agreement**

Awarded Vendor
9 Vendors (see pages 17, 18)

Telephone No. _____

Price Agreement Number: **70-000-17-00063**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: **(505) 827-1935**

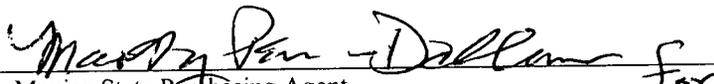
Invoice:
As Requested

Title: Electrical On-Call

Term: 07/27/2017 – 07/26/2018

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 07/27/2017

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 70-000-17-00063

Page-17

- 0015 PERMIT AND FEES AT ACTUAL COST
- 0016 BOND AT ACTUAL COST
- 0017 NEW MEXICO GROSS RECEIPTS TAX
WILL BE CALCULATED BY AGENCY BASED ON PROJECT LOCATION RATE
- 0018 BUILDER'S RISK INSURANCE AT ACTUAL COST

PO WILL BE ISSUED FOR A LUMP SUM FOR ALL OF THE ABOVE LISTED ITEMS # 1-18 ON A PER-PROJECT BASIS.

BILLING WILL BE PER FIXED PRICE CONTRACT FOR MATERIALS RECEIVED AND PERCENT OF PROJECT COMPLETION.

Awarded Vendors:

(AA) 000009253
Allied Electric Inc.
P.O. Box 28430
Santa Fe, NM 87592-8430
505-438-8899

(AB) NOT IN SHARE
Alpha & Omega Electric, LLC
1301 Alcazar St., NE
Albuquerque, NM 87110
505-554-3313

(AC) 0000097177
APIC Solutions Inc.
5550 Midway Park Place NE
Albuquerque, NM 87109
505-345-1381

(AD) 0000046277
B&D Industries Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464

(AE) 0000049380
BIXBY ELECTRIC INC.
521 Wheeler Avenue SE
Albuquerque, NM 87102
505-842-5384

(AF) 0000049954
Great Western Electrical, Inc.
3310 Girard Blvd. NE
Albuquerque, NM 87107
505-881-6525

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 70-000-17-00063

(AG) 0000052470
HEI, Inc.
3800 Vassar Dr. NE
Albuquerque, NM 87107
505-880-1819

(AH) 0000043517
Murrill Electric LLC
807 Del Rio St.
Carlsbad, NM 88221
575-234-9905

(AI) 0000081759
Omega Electrical Contractors, Incorporated
PO Box 1690
Peralta, NM 87042-1690
505-344-2761

Item	Approx. Qty.	Unit	Article and Description	Unit Price
------	-----------------	------	-------------------------	------------

Purchasing zones on page 13 deleted by amendment 1. See zone map following and 3 following sheets for awarded items per vendor.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: ALLIED ELECTRIC
DBA: ALLIED ELECTRIC

Business Location: 2859 CERRILLOS RD
SANTA FE, NM 87507

Owner: MELISSA PADILLA

License Number: 223258

Issued Date: January 08, 2020

Expiration Date: December 31, 2020

CRS Number: 03013533008

License Type: Business License - Renewable

Classification: Contractor - Electrical

Fees Paid: \$35.00

ALLIED ELECTRIC
PO BOX 28430
SANTA FE, NM 87592

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 TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 13, 2020

City of Santa Fe
PO Box 909
Santa Fe NM 87592

Account Information:

Policy Holder Details :	ALLIED ELECTRIC, INC.
--------------------------------	-----------------------



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

Signature: Xavier Vigil
Xavier Vigil (Sep 14, 2020 16:46 MDT)

Email: xivigil@santafenm.gov

CM PWD A1 to 19-0663 Allied Elect On-Call

Final Audit Report

2020-09-14

Created:	2020-09-02
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7YsZZp6SLrtykRg99xZ-YVCFnCnKCOSn

"CM PWD A1 to 19-0663 Allied Elect On-Call" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-09-02 - 11:59:27 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-09-03 - 0:04:48 AM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-09-09 - 3:19:49 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-09-09 - 6:05:56 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-09-09 - 6:05:58 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-09-10 - 7:47:33 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-09-10 - 7:51:43 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-09-10 - 7:51:46 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-09-14 - 3:22:18 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-09-14 - 3:22:35 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature
2020-09-14 - 3:22:38 PM GMT

 Email viewed by Xavier Vigil (xivigil@santafenm.gov)

2020-09-14 - 7:15:36 PM GMT- IP address: 104.47.65.254

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Signature Date: 2020-09-14 - 10:46:12 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-09-14 - 10:46:14 PM GMT

 Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

2020-09-14 - 10:49:18 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

Signature Date: 2020-09-14 - 10:49:39 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-09-14 - 10:49:41 PM GMT

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2020-09-14 - 10:57:25 PM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-09-14 - 10:57:43 PM GMT - Time Source: server- IP address: 63.232.20.2

 Signed document emailed to Yolanda Vigil (yyvigil@santafenm.gov), Mary McCoy (mtmccoy@santafenm.gov), Alexis Lotero (aclotero@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), and 4 more

2020-09-14 - 10:57:43 PM GMT