



**Date:** October 01, 2020  
**To:** Mary T. McCoy, Director of Finance, City of Santa Fe  
**From:** Mackie M. Romero, BDD Financial Manager *MR*  
**Subject:** TLC Company

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**ITEM:**

Request for approval of a Services Agreement with TLC Company.

**BACKGROUND:**

On June 24, 2019 the City of Santa Fe Purchasing Agent approved our request to enter into an emergency procurement with TLC Company, Inc. to remove and install a new chiller unit for an amount of \$199,455.95 inclusive of NMGRT. TLC Company Inc. has a current NM State price agreement, which was used to quote the requested services. On August 6<sup>th</sup> the BDDDB ratified our request to procure services and the attached agreement was approved.

This contract has been entered into the MUNIS financial system, as Contract #3202288. Funding has been authorized by the BDDDB from the Major Repair & Replacement Fund.

Funding: 8000825.570500

Once approved, we request that you please submit to City Clerk's office for further processing.

If you should have any questions, please feel free to contact me at 505-412-1188.

Thank you



**CITY CLERK'S OFFICE**  
**DOCUMENTS REQUIRING CITY CLERK'S SIGNATURE**

DATE: 09/30/20220

SUBMITTED BY: Monique Maes

Ext.: 4508

DOCUMENT TYPE: Services Agreement with TLC Company

**ATTACHMENTS**

**ATTACHED**

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**N/A**

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Exhibits

Certificate of Insurance

Waiver of Insurance

Contract Summary

**SIGNATURES**

**OBTAINED**

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**N/A**

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Mayor

City Manager

City Attorney

Finance Director

Business Unit and Line Item

Contractor

CRS Number

Business Registration Number

x BDDDB CHAIR

x BDDDB LEGAL COUNSEL

COMMENTS: BUCKMAN DIRECT DIVERSION BOARD

RECEIVED BY CITY CLERK'S OFFICE \_\_\_\_\_

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



**Date:** August 6, 2020

**To:** Buckman Direct Diversion Board

**From:** Mackie M. Romero, BDD Financial Manager *MR*

**Subject:** Emergency Procurement - TLC Company, Inc.

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### **ITEM AND ISSUE:**

Request to ratify emergency procurement and approve contract with TLC Company, Inc. in the amount of \$199,455.95 inclusive of NMGRT.

### **BACKGROUND AND SUMMARY:**

On June 24, 2019 the City of Santa Fe Purchasing Agent approved our request to enter into an emergency procurement with TLC Company, Inc. to remove and install a new chiller unit for an amount of \$199,455.95 inclusive of NMGRT. TLC Company Inc. has a current NM State price agreement, which was used to quote the requested services.

The failed unit is located in the operations building of the Buckman Direct Diversion water treatment plant and is the main cooling unit in this location. The lack of adequate cooling in this building threatens our servers and other telecom equipment. The BDD also has essential staff on site to operate the plant, and the high temperatures in the building pose a greater health risk due to the current pandemic.

The approved emergency procurement allowed staff to enter into a purchase order and begin the process to order the new unit which has a 5 week lead time. The project is scheduled to begin the first week in August where the contractor will start with plumbing, electrical wiring and removal of the old unit. The project should be completed by the end of the month. During this time portable cooling units have been setup in the telecom room and control room.

This request also includes approval of a Budget Amendment Resolution (BAR) to authorize funds from the Major Repair and Replacement Fund. This request will make funds available to cover the cost of the project, which meets the criteria as established in the Major Repair and Replacement Fund policy.

### **ACTION REQUESTED:**

Staff recommends approval of the Services Agreement with TLC Company in the amount of \$199,455.95 inclusive of NMGRT and approval of the Budget Amendment Resolution.

Approved by BDDDB August 6, 2020

*JoAnne Vigil Coppler*

JoAnne Vigil Coppler (Aug 12, 2020 18:43 MDT)

Councilor JoAnne Vigil Coppler, BDDDB Chair

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**BUCKMAN DIRECT DIVERSION BOARD  
SERVICES AGREEMENT  
WITH  
TLC COMPANY, INC.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and TLC Company Inc. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

**1. SCOPE OF SERVICES**

Contractor shall provide services for the BDDDB described as follows:

- A. Replace chiller, as detailed in Exhibit A, attached hereto.
- B. Completely remove old equipment and dispose of glycol tanks, pumps and remaining glycol.
- C. Install a new chiller, replace wiring and valves, install operating program.
- D. Provide permits and licenses and bond.

**2. STANDARD OF PERFORMANCE; LICENSES**

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

B. 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. Compensation under this Agreement shall be a prospective sum of One Hundred Ninety-nine Thousand Four Hundred and Fifty-Five Dollars and 95/100 (\$199,455.95) inclusive of gross receipts tax.

B. 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 BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

### **4. APPROPRIATIONS**

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

### **5. TERM AND EFFECTIVE DATE**

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2021.

### **6. TERMINATION**

A. This Agreement may be terminated by the BDDDB upon 30 days written notice to Contractor. In the event of such termination:

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

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate to the date of termination and refund all amounts received for any months after the termination date.

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

A. Contractor and its agents and employees are independent contractors performing professional services for the BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB 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 contractors retained by Contractor in the performance of the services under this Agreement.

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

## **8. CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the BDDDB.

## **9. CONFLICT OF INTEREST**

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**

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 BDDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDDB.

## **11. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDDB to any obligation not assumed herein by the BDDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **12. INSURANCE**

**A.** Contractor shall not begin the services required under this Agreement until it has: (i) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDDB; (ii) obtained BDDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a

material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDB's exposure to loss for the duration of this Agreement.

C. **Types of Insurance.** At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the BDDB that reflects coverage for any automobile [any auto].

(3) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." In the event Contractor's insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

F. **Deductibles.** All deductibles or co-payments on any policy shall be the responsibility of Contractor.

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDDB.

(a) Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDDB's exposure to loss.

(b) Before performing any services, Contractor shall provide the BDDDB with all Certificates of Insurance accompanied with all endorsements.

(c) The BDDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDDB. The BDDDB will reimburse Contractor for the cost of the additional premium for any coverage requested by the BDDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

(d) Contractor may obtain additional insurance not required by this Agreement.

### **13. INDEMNIFICATION**

**General Indemnification.** To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives 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 Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

### **14. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB and their "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 BDDDB and 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, DOCUMENT CONTROL AND AUDIT**

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or City of Santa Fe 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 BDDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. 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 requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to Seller or Buyer at the following addresses:

**BDDDB:** Rick Carpenter, Facilities Manager  
Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506  
Email: rrcarpenter@santafenm.gov

**With a copy to:** Nancy R. Long, Esq.  
BDDDB Independent Counsel  
Long, Komer & Associates, P.A.  
2200 Brothers Road  
Santa Fe, NM 87502-5098  
Email: nancy@longkomer.com

**CONTRACTOR:** TLC Company, Inc.  
5000 Edith Blvd. NE  
Albuquerque, NM 87107  
Attn: Herschel McGuire  
Email: hmcguire@tlcclimbing.com  
505-362-3635

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified

in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]***

**BUCKMAN DIRECT DIVERSION BOARD**

By: JoAnne Vigil Coppler  
JoAnne Vigil Coppler (Aug 12, 2020 18:43 MDT)  
JoAnne Vigil Coppler, BDDDB Chair

Date: 8/06/2020

**APPROVED AS TO FORM**

Nancy R. Long  
Nancy R. Long, BDDDB Counsel

**APPROVED**

Mary T. McCoy  
Mary T. McCoy City Finance Director

**ATTEST**

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk

File Date: Oct 26, 2020

**CONTRACTOR:**

**TLC Plumbing and Utility**

Signature: Tracy Johnson  
Tracy Johnson (Sep 28, 2020 10:54 MDT)

Printed Name: Tracy Johnson

Title: VP Service

Date: 9/28/2020

NM Taxation & Revenue

CRS # 02-226090-000

City of Santa Fe Business

Registration # 222153

XIV  
XIV

## **EXHIBIT A**

### **Scope of Services:**

#### **Electrical Scope:**

- Disconnect and remove electrical connections from existing chiller.
- Remove underground conduit.
- Remove on wall conduit.
- Disconnect and remove (1) 75 AMP breaker from chiller panel.
- Supply and install (1) 100 AMP breaker into existing chiller panel.
- Run wire and conduit from electrical room through hallways above drop ceiling to chiller location.
- Stub new wire and conduit outside of wall and run under ground and back into chiller.
- Supply and install (1) dedicated 20 AMP circuit with existing 20 AMP breakers to heat trace on exterior chiller piping.
- Building stub out patch will be covered by TLC remodel division.

#### **Insulation Scope:**

- Farwest insulation to run 2" fiberglass insulation on existing 2.5" exterior piping. (Chiller inlet and outlet piping.)
- Farwest insulation to run aluminum jacket on exterior 2" fiberglass insulation.

#### **Details:**

- This proposal includes wage rate and performance bond.
- This equipment does not qualify for Buy American Act.
- This proposal does not include controls portion of the system. That will be quoted separately.
- This proposal includes factory chiller start up and customer operation training.
- Chiller is certified to UL 1995 and CSA C22.2 no. 236 by QPS Entella Testing Services.
- Evaporators UL Listed and certified to UL 207 7th edition and C22.2 no. 140.3-M1987 for high pressure R410A refrigerant designed pressure of 653 PSI.
- Chiller Lead Time: 5 Weeks.

#### **Chiller Specs:**

- Make: Tandem Chiller
- Model: VX030DZV
- Nominal Tons: 30
- Refrigerant Type: R410A

**General Information:**

- Dual independent compressor. (Two refrigeration circuits per module.)
- Hot gas bypass on each circuit for 4 stages of control.
- Two low-noise sickle-blade fans.
- Fan speed control by EC motors for head pressure control, low ambient to 20 deg. (low sound on all conditions.)
- Internal Y-strainer.
- 2 Year parts warranty.
- On-board LCD screen with keypad for set point adjustment, readout and on/off.
- Ambient air temperature sensor for automatic shut off OA set point.
- 27.4 Tons capacity at AHRI conditions (44F LWT and 95F ambient with water.)

**Compressor:**

- Two (2) 15 HP 410A Scroll compressors rubber mounted with oil sight glass.
- Two (2) steps of capacity control by compressor cycling 100% to 50% off.
- Internal motor protection and windings.
- Line voltage volt crankcase heater off when the compressor is operation.
- Compressors contained and standard acoustically-lined enclosure.

**Evaporator:**

- Two (2) 20 ton dual circuit (15 ton/circuit) 316L stainless steel brazed plate.
- Insulated outside 1" armaflex insulation.
- Water flow switch.
- Leaving water freeze thermostat.
- Maximum refrigeration side working pressure 650 PSI at maximum working temperature of 383 F.

**Oversized Condenser:**

- Two (2) 15 Ton Copper-Tube/Aluminum fin condenser coils.
- Two (2) propeller fans for each driven by a 2HP 1150 RPM weatherproof EC motor. □ Fan speed control for low ambient operation and energy and noise reduction.

**Complete Refrigeration System:**

- Thermal expansion valve.
- Sight glass moisture indicator.
- Liquid line solenoid.
- Replaceable core filter dryer.
- Service valves.
- Hot gas bypass on each circuit for better temperature control.

**Electrical Components:**

- NEMA 4 weatherproof control panel.
- Phase loss, phase reversal, phase unbalance, under and over voltage monitor.
- Power distribution block.
- Compressor and fan three phase fuses.



- Compressor and fan contactors.
- Crankcase heater fuses.
- 24 VAC control transformer with primary and secondary fuses.
- On/Off switch and chiller controller.

#### Chiller Control:

- Mounted inside of control panel.
- Has a built in four (4) line liquid crystal display on the chiller controller.
- Protects compressor from fault conditions.
- Prevents short cycling of compressor.
- Automatically takes control of chiller if the master controller should fail.

#### Compressor Components:

- Low refrigerant pressure display and freeze fault.
- High refrigerant pressure display and fault.
- Second manual high pressure cut out and comp. circuit.
- Compressor internal discharge high temperature fault and motor internal thermal overload protection.

#### Chiller Controller Sensor Inputs:

- Entering chilled water.
- Leaving chilled water and low temperature safety.
- Chilled water flow switch.

#### Chiller Controller Sensor Outputs:

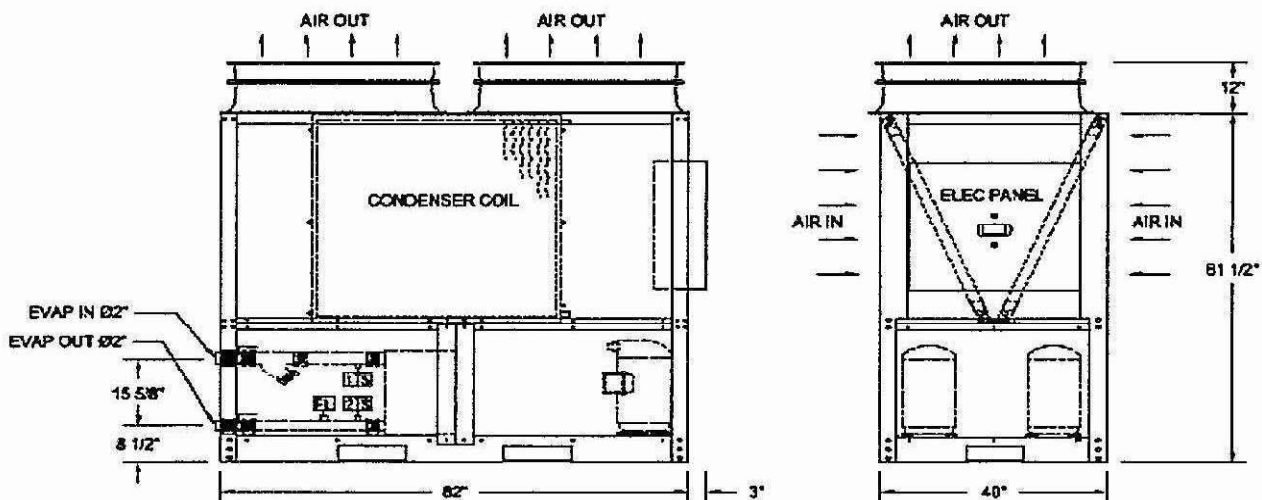
- Outputs start compressors.
- Outputs for hot gas bypass.
- Output for alarm.

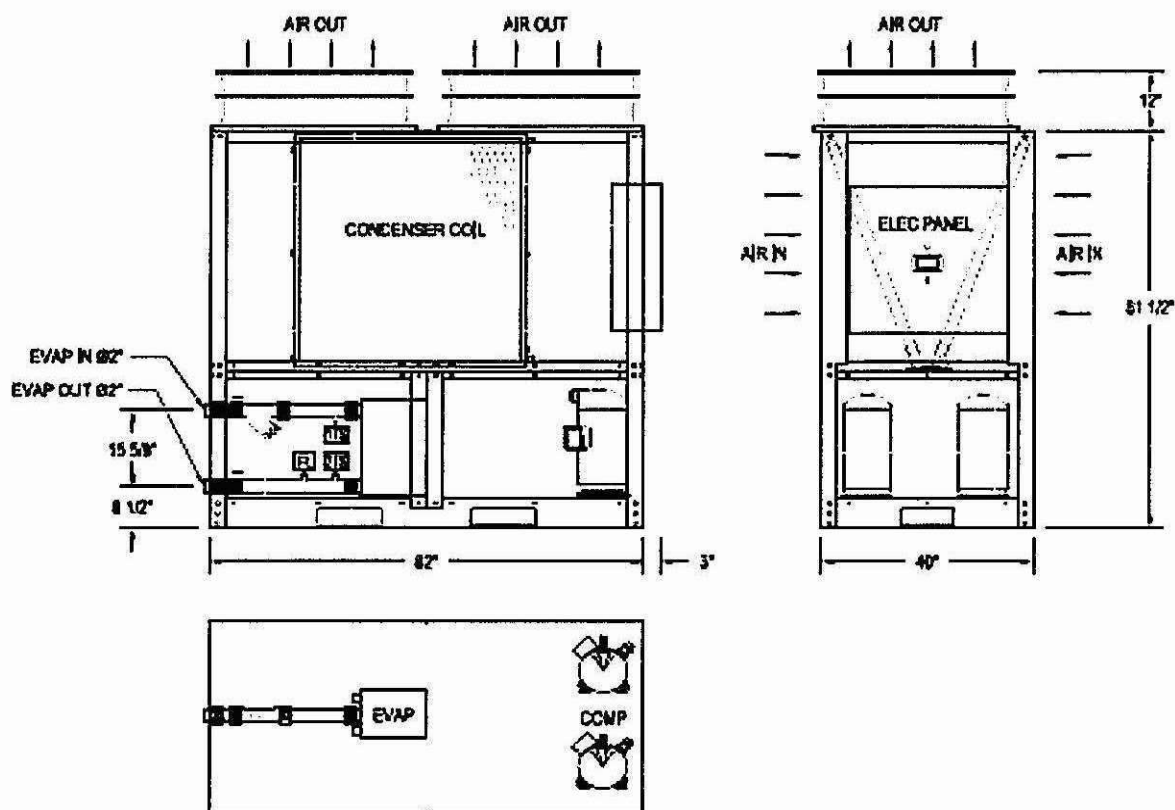
#### Frame:

- Stainless steel bolted frame, powder coated galvanized panels with epoxy coated coil guards.

#### Parts Warranty:

- Chillers: 2 Years complete for parts. (Less Fright and Labor after 1 Year.)





# **NOTES**

1. **CASING:** HEAVY DUTY FRAME AND PANELS FROM SATIN COATED SHEET METAL WITH A BAKED ON POWDER PAINT.
2. **CONDENSER COIL:** HIGH PERFORMANCE BRAZED ALUMINUM CONDENSER COIL, VERTICAL MICRO-CHANNEL TUBES.
3. **FAN:** INSTALLED ON 2 HP 1140 RPM MOTOR WITH INTERNAL OVERLOAD PROTECTION, 30" DIA, FANS BLADES WITH A STEEL SPUN VENTURI TO PROVIDE MAXIMUM FAN EFFICIENCY AND MINIMUM NOISE.
4. **COMPRESSOR:** SUCTION GAS COOLED DUAL SCROLL COMPRESSORS WITH OIL SIGHT GLASS, INTERNAL MOTOR PROTECTION AND EXTERNAL "BAND TYPE" CRANKCASE HEATER.
5. **EVAPORATOR:** DESIGN WATER FLOW 2.4 GPM/TON.
6. **WATER PIPING:** SCH. 40 STEEL PIPING WITH ISOLATION VALVES.
7. **REFRIGERATION PIPING:** ACR TYPE L SEAMLESS COPPER TUBING.
8. **CONTROLS:** COMPRESSOR CONTACTORS, FANS WITH PRESSURE CYCLING, CONTROL TRANSFORMER 241/00, HIGH AND LOW PRESSURE SENSORS, MANUAL RESET HIGH PRESSURE SAFETY SWITCH, EVAPORATOR WATER FLOW SWITCH, ENTERING AND LEAVING WATER TEMPERATURE SENSORS, NEMA 4 CONTROL PANEL, COMPRESSOR, FAN AND TRANSFORMER FUSES.

CHILLER WEIGHT (SHIP)	CHILLED WATER CONNECTIONS	VOLT	COMPRESSOR (C)				CONDENSER FAN				MCA	MOP	RFS
			QTY	HP	RLA	LRA	QTY	HP	RPM	FLA			
1,800 LBS	3/2"	575	2	15	23.5	132	2	3	1140	3.2	68	80	70
		480			28.7	173				3.8	72	100	80
		230			36.9	340				7.5	144	200	175
		208			36.9	340				7.5	144	200	175

RLA: RATED LOAD AMPS  
LRA: LOCKED ROTOR AMPS  
MCA: MIN. CIRCUIT AMPACITY  
MOP: MAX. OVERLOAD PROTECTION  
RFS: RECOMMENDED FUSE SIZE

## **TANDEM CHILLERS**



## **TANDEM CHILLERS**

MODEL NO. VX030DZV - STAND-ALONE

TITLE V-COIL AC CHILLER & 30" FAN R410A

SCALE	PROVED	DRAWN	DATE	JOB NO.	DRAWING NO.	REV.
3/8"=1'-0"	R.L.	J.C.	JAN.31, 14	---	37-026-S	1M

**Exclusions:**

- Crane
- Code violations not directly correlated to the newly installed equipment.
- Sheet rock painting or patching.
- Concrete work.  
Engineering.

**Summary of Costs:**

Permit:	Rental:	Consumable:	Labor:	Material:	Electrical:
\$168.75	\$0.00	\$54.00	\$34,902.30	\$68,242.50	\$16,800.00
Waste:	Bond:	Patching:	Insulation:	PRE-TAX	\$183,936.32
\$4,565.00	\$2,219.63	\$52,443.26	\$5,500.00	TAX	\$15,519.63
				TAX INCLUDED	\$199,455.95






# TLC Service Ageement

Final Audit Report

2020-09-28

Created:	2020-09-28
By:	Mackie Romero (mmromero1@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvguSmObY2Q8IST0XLgSa3QvopPiYWDiM

## "TLC Service Ageement" History

-  Document created by Mackie Romero (mmromero1@santafenm.gov)  
2020-09-28 - 1:19:12 AM GMT- IP address: 63,232,20,2
-  Document emailed to Tracy Johnson (tjohnson@tlcplumbing.com) for signature  
2020-09-28 - 1:22:35 AM GMT
-  Email viewed by Tracy Johnson (tjohnson@tlcplumbing.com)  
2020-09-28 - 2:40:44 AM GMT- IP address: 73,242,133,156
-  Document e-signed by Tracy Johnson (tjohnson@tlcplumbing.com)  
Signature Date: 2020-09-28 - 4:54:41 PM GMT - Time Source: server- IP address: 174,46,231,46
-  Agreement completed.  
2020-09-28 - 4:54:41 PM GMT



TLCPLUM-01

BMOYA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2020

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 have ADDITIONAL INSURED provisions or 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> License # 0757776 <b>HUB International Insurance Services (NMX)</b> 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (505) 828-4000		FAX (A/C, No): (866) 487-3972
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Westfield Insurance Company</b>		<b>24112</b>
	<b>INSURER B : Westfield National Insurance Company</b>		<b>24120</b>
	<b>INSURER C : Associated Builders &amp; Contractors of NM Merit Shop Workers Com</b>		
<b>INSURED</b>  <b>TLC Company Inc dba TLC Plumbing and Utility</b> 5000 Edith Blvd NE Albuquerque, NM 87107	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: BI/PD Ded \$5,000	X	X	CMM 1466277	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CMM 1466277	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMM 1466277	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	X	EWC008469	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CMM 1466277	7/1/2020	7/1/2021	<b>Builders Risk</b> \$ 12,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 When required by contract, the following forms apply: Blanket Additional Insured/Designated Insured for ongoing and completed operations and primary/non-contributory wording; Contractors Extension includes Aggregate Limits per project and Blanket Waiver of Subrogation. 30 Day Notice of Cancellation or Material Coverage change.

Re: Buckman Water Plant Chiller Replace PO 22004953. Additional Insured and Waiver of Subrogation in favor of: BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe (see full name) P.O. Box 909 Santa Fe, NM 87504-0909	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 



**Buckman Direct Diversion Board**  
**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 TLC Company, Inc.

3 Complete information requested ☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$199,455.95

Termination Date: June 30, 2021

☒ Approved by BDDB Date: August 6, 2020

☐ or by Facilities Manager Date: \_\_\_\_\_

**Contract is for:** Installation and Replacement of new chiller unit.

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

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

Extend Termination Date to: \_\_\_\_\_

☐ Approved by BDDB Date: \_\_\_\_\_

☐ or by Project Manager Date: \_\_\_\_\_

**Amendment is for:** \_\_\_\_\_

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 199,455.95 of original Contract# Pending Termination Date: 6/30/2021

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



## Buckman Direct Diversion Board Summary of Contracts, Agreements, & Amendments

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

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

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

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

Other Emergency Procurement Approved 6/24/2020 (SPA 90-00000-18-00073 Exp 6/19/21)

6 **Procurement History:** First year of contract  
example: (First year of 8 year contract)

*Spencer Dunaway*  
Frank Dunaway (Oct 20, 2020 10:32 MDT)

**Purchasing Approval** Use o Statewide Price Agreement

7 **Funding Source:** BDD Major Repair & Replacement Fund **BU/Line Item:** 8000825.570500

*Alexis Lotero*  
Alexis Lotero (Oct 19, 2020 10:19 MDT)

**Budget Officer Approval**

**Comments or Exceptions:** \_\_\_\_\_

8 **Any out-of-the ordinary or unusual issues or concerns:**

\_\_\_\_\_  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Monique Maes, Contracts Administrator

Phone # 505-955-4508 505-920-3339

10 **Certificate of Insurance attached.** (if original Contract) ☐

**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:**

**Buckman Direct Diversion Board**





## **CITY OF SANTA FE EMERGENCY DETERMINATION FORM**

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

I. Name of Department: Buckman Direct Diverson

Requestors Name: Mackie Romero, BDD Financial Manager

Telephone Number: 505-412-1188

II. Name of Contractor: TLC Company Inc.

Address of Contractor: 5000 Edith Blvd. NE  
Albuquerque, NM 87107

Amount of prospective contract: \$199,455.95 (includes tax)

Term of prospective contract: Through completion of project

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

Contractor is to replace chiller, as detailed in the below Scope of Services:  
TLC to completely remove all old equipment and dispose of glycol tanks, pumps and remaining glycol. They will install a new chiller, replace wiring and valves, install operating program. This upgrade includes the heating portion also. Quote includes cleaning all piping within the building. The new system works without having any glycol. All permits and licenses along with a bond is included.

- IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The failed unit is located in the Operations building of the Buckman Direct Diversion water treatment plant and is the main cooling unit in this location. The lack of adequate cooling in this building threatens our servers and other telecom equipment. If our SCADA server were to overheat the BDD would not be able to operate the water treatment plant. The BDD also has essential staff on site to operate the plant, and the high temperatures in the building pose a greater health risk due to the current pandemic.

- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

Upon failure the BDD contacted our on-call HVAC contractor to diagnose and repair, however the unit was unrepairable and needed to be replaced. BDD then contacted two vendors to access the problem and provide solutions. The scope of work received by TLC meet the needs of the BDD. TLC also has a current State Price Agreement and the BDD will begin the contract process concurrently to starting this emergency procurement. The will be ratified by the Buckman Direct Diversion Board at the next meeting.

- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

The BDD has an on-call contract with an HVAC contractor to repair and replace units. However the replacement parts for this particular unit are obsolete and the software does not communicate with any other manufactures, making the replacement of this unit more difficult.

Certified and Approved by:

  
Procurement Officer

Date: 6/24/2020



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: TLC Company

Procurement Title: Emergency Chiller Replacement

Procurement Method: State Price Agreement ☒ Cooperative ☐ Sole Source ☐ Other ☒ Emergency Procurement

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

Department Requesting Buckman Direct Diversion Staff Name Monique Maes

### 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 type="checkbox"/>	<input checked="" type="checkbox"/>	Memo addressed to BDD Facilities Manager (under 60K)/Buckman Direct Diversion Board (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"/>	Bib 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<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 checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to BDDDB
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Monique Maes BDD Contracts Administrator 08/11/2020  
 Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway  
 Purchasing Officer (attesting that all information is reviewed) Title Date  
Fran Dunaway (Oct 10, 2020 10:32 MDT)

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

**Signature:**

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)

**Signature:** Xavier Vigil  
Xavier Vigil (Oct 26, 2020 14:18 MDT)

**Email:** xivigil@santafenm.gov

# BDD TLC CO EMERGENCY PROCUREMENT r1

Final Audit Report


2020-10-26

Created:	2020-10-26
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAteq9mBAsha1YjTRWjwuatd7Fh1o4FHJY


## "BDD TLC CO EMERGENCY PROCUREMENT r1" History

 Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)

2020-10-26 - 3:57:18 PM GMT- IP address: 63.232.20.2

 Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature


2020-10-26 - 4:03:10 PM GMT

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

2020-10-26 - 8:02:11 PM GMT- IP address: 104.47.64.254

 Document e-signed by Xavier Vigil (xivigil@santafenm.gov)

Signature Date: 2020-10-26 - 8:18:57 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature

2020-10-26 - 8:19:01 PM GMT

 Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)

2020-10-26 - 8:21:22 PM GMT- IP address: 104.47.64.254

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

Signature Date: 2020-10-26 - 8:22:46 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-10-26 - 8:22:46 PM GMT