





DATE:	February 1, 2024
TO:	John Blair, City Manager
VIA:	Regina Wheeler, Public Works Director $\widehat{\mathcal{O}}$
	Sam Burnett, Facilities Division Director
FROM:	Caryn Grosse, PMP, Project Administrator Sr. Cq

ACTION:

Request for Approval of a General Services Contract with Summit Electric in the Total Amount of \$41,624, Including NMGRT, for the Replacement of a Circuit Breaker at Genoveva Chavez Community Center. (Caryn Grosse, 505-955-5938, <u>clgrosse@santafenm.gov</u>).

BACKGROUND AND SUMMARY:

The P-Frame series circuit breaker at the Genoveva Chavez Community Center has been obsolete since 2010. Square D has developed a retrofit solution called a Powerpact R-Frame breaker. Replacing the breaker before the existing breaker fails will minimize facility costs, downtime, and risk associated with the discontinued P-Frame breakers.

This work will be contracted through Summit Electric. This facility also has a solar array, recently upgraded by Positive Energy Solar. Summit Electric has been provided with the electrical drawings for both the building and the solar. Once they have designed the solution, Positive Energy Solar will be asked to review the design to ensure compatibility with the solar equipment.

Currently, the lead time for the retrofit breaker is 24 weeks. The installation is expected to take one day, however, it will require closure of the facility as the power will be out while the work is being done. Notice of the closure will be provided to the public in advance.

The source of funds of the \$1,000,000 Capital Appropriation for facility repairs approved with the FY24 budget.

PROCUREMENT METHOD:

Proposals were requested from four vendors: Summit Electric (\$38,474.00, excluding NMGRT), Great Western Electrical (\$53,219.29, including NMGRT), Bransford Electric (\$65,886.49 including NMGRT), and APIC Solutions (\$69,810.47, including NMGRT). With the addition of NMGRT in the amount of \$3,150.06, the Summit proposal is still the lowest, totaling \$41,624.06.

FUNDING SOURCE:

FY24 Capital Appropriation for Facilities Fund Name/Number: CIP Facilities/320 Munis Org Name/Number: Facilities CIP/3209980 Munis Object Name/Number: WIP Construction/572970 Project String: FAC2432013-Construct

ATTACHMENTS: Summit Electric Supply Contract Proposals:

- Summit Electric Supply
- Great Western Electrical Proposal
- Bransford Electric Proposal
- APIC Solutions Proposal

Summit Electric Supply Certificate of Insurance Summit Electric Supply Business License Summary of Contracts Procurement Checklist

Item# 24-0083

Munis Contract <u>#3204389</u> SWPA/GSA/Coop/RFP/ITB #: <u>3</u> Quotes

CITY OF SANTA FE GENERAL SERVICES CONTRACT

GCCC Circuit Breaker Replacement

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

2. <u>Scope of Work</u>

- A. The Contractor shall perform the following work, per the proposal dated October 1, 2023, marked as "Exhibit A," attached hereto and made a part thereof.
 - 1. Retrofit P-Frame to R-Frame and install all necessary components to connect the breaker to the existing system, including new copper bus, front door, bus supports, and breaker mounting plate.
 - 2. Supply and install a new Energy Reduction Maintenance Setting (ERMS) switch
 - 3. Provide a system coordination study to coordinate with upstream and downstream overcurrent device protections
 - 4. Perform preventative maintenance on existing equipment as outlined in proposal, marked "Exhibit A," attached hereto and made a part thereof.

3. <u>Compensation</u>

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 Retrofit Circuit Breaker		\$38,474.00

The total compensation under this Agreement shall not exceed \$41,624.06 including New Mexico gross receipts tax of \$3,150.06 (@8.1875%).

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 (3•) days after the date of certification. 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. <u>Term</u>

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **December 31, 2024**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 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 Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 Contractor 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. <u>Termination</u>

A. <u>Grounds.</u> The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing

Body. 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. <u>Liability</u>. 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; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

8. <u>Amendment</u>

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 Contractor/Contractor certifies the Contractor/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 Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor 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. Contractor 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 Governing Body 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. 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. <u>Approval of Contractor Representative(s)</u>

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. <u>Notice</u>

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. <u>New Mexico Tort Claims Act</u>

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, § 38-3-2.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. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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 to 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:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) 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:

1) 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;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) 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. <u>Survival</u>

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: Caryn Grosse, PMP Project Administrator Sr City of Santa Fe Public Works 2651 Siringo Rd, Building E PO Box 909 Santa Fe, NM 87504-0909 clgrosse@santafenm.gov 505-955-5938

To the Contractor: Mike Prada Account Manager Summit Electric Supply 1143 Siler Park Lane Santa Fe, NM 87507 <u>Mike.Prada@summit.com</u> 505-438-8400 Ext. 1505

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:

CONTRACTOR: Summit Electric

John Blair John Blair (Feb 15, 2024 09:55 MST)

JOHN BLAIR, CITY MANAGER

DATE: Feb 15, 2024

MIKE PRADA, ACCOUNT MANAGER

Manager COUNT

CRS#<u>01847599000</u> Registration # <u>2104</u>

ATTEST:

Geralyn Cardenas (Feb 15, 2024 10:52 MST) GERALYN CARDENAS, INTERIM CITY CLERK

 $\frac{1}{X}$

CITY ATTORNEY'S OFFICE:

Kevin L. Nault Revin L. Nault (Oct 12, 2023 14:47 MDT) ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Emily K. Oster (Feb 15, 2024 08:54 MST)

EMILY OSTER, FINANCE DIRECTOR

<u>3209980.572970</u> FAC2432013 Org.Name/Org.#



Quotation/Purchase Agreement

C Cit	y of Santa Fe		REFERENCE GCCC P2R RETROFIT		ACCOUNT NUMBE		QUOTATION NUMBER	
S PO	Box 909 NTA FE NM 8	7504-0909	REQUESTED BY		VALID FROM 01/12/202		VALID UNTIL 02/11/2024	
Thank	ss! Please find	portunity to earn your the requested quotation	SHIP TO City of Santa Fe PO Box 909 SANTA FE NM 87504-0909			IT SERV ce Cent (Lane 87507 5-438-8	VICE CENTER ter	
	on your signed we will process	approval or purchase s your order.	PRINTED: 01/24/2024 7:00:24	AM	Contact: Shav	vn Rolf	s s@summit.com	
LINE	QUANTITY	MANU	FACTURER, PART NUMBER AND DESCRIPTION		UNIT PRICE	UOM	EXTENSION	ТАХ
10		GCCC P2R RETROFIT BY SCHNEIDER ELECTI REFERENCE ATTACHEL "City of Santa Fe GCCC	RIC FIELD SERVICES.		38,474.00	E	38,474.00	
		L Customer Acceptance	e/Order Commitment	SUB	TOTAL		38,474.0) 0
Please d Please u	eliver <u></u> brochu	ires to be submitted for appro	bove material at price(s) shown. for processing this order NT YOUR NAME	тот	'AL Total May Not In Shipping and Ha			0
Return o be non-i	of non-stock mate	rial may also be subject to ca	approval is required for credit on all returns. ancellation and/or return freight charges or could n back until all charges and contingencies are ***** CONTINUED ***		s://summit.com/	terms-	and-conditions Page 1 of 2	

Quotation/Purchase Agreement



CUSTOMER	CUSTOMER ACCOUNT	QUOTATION NUMBER
City of Santa Fe	1000054	2002582535

TERMS & CONDITIONS

The Quotation is subject to the Summit Electric Supply Terms and Conditions of sale at

https://www.summit.com/terms-and-conditions. Unless specifically agreed in writing, Summit does not: 1. Provide product warranties beyond those provided by the manufacturer.

2. Accept liability for Consequential or liquidated damages arising from delivery delays or product performance failures beyond Summit's control.

3. Provide a letter of Credit, Performance Bond or Retainage.

4. Indemnify Purchaser against any liabilities, except those directly attributed to the acts or ommisions of Summit employees.

LIMITATIONS

1. The Quotation is valid for 30 days after date of issue, except on commodity items, on which quotations are valid only for date of issue unless otherwise specified.

2. All customer-specific made-to-order materials are non-cancellable and non-returnable (subject to the terms of sale passed on from Summit's suppliers).

3. All purchase orders resulting from the Quotation must include a required delivery date for each item. Summit reserves the right to assess additional handling and storage fees in the event Purchaser does not accept delivery of materials within 60 days of the original required delivery date.

City of Santa Fe GCCC P-frame to R-frame circuit breaker retrofit and switchboard preventative maintenance

City of Santa Fe Date: 1/12/2024 Schneider Electric Sales Representative: Bert Scott





Commitment to Safety

Schneider Electric is dedicated to providing industry leading products, solutions and services for today and the world of the future. We are committed to globally implementing superior safety practices, education and awareness. Our employees understand their responsibilities and are encouraged to embrace safety as a lifestyle. This global model not only applies to our internal business and manufacturing facilities, but is equally integrated into our products and the services provided to our customers.

Schneider Electric has received many acknowledgements for its work place safety practices including:

- **The Robert W. Campbell Award** Presented by the National Safety Council (NSC) for world class operational safety practices. This honor has only been achieved by ten other organizations worldwide. (2009)
- The Occupational Excellence Achievement Award (2009) Presented by the National Safety Council (NSC)
- Green Cross for Safety Medal (2011) Presented by the National Safety Council (NSC)
- The Safety Award for Excellence (2012) Presented by The Electrical Safety Foundation International

Through research, revolutionary engineering and innovative design, we strive to protect not only our employees, but our customers and the end users of our products and services.



Introduction

P to R-Frame Modernization and Upgrade provide Cost-effective modernization solutions are available to upgrade existing P-frame low voltage molded case circuit breakers to current technology, while saving time and money compared to full replacement.

The Square-D type P to R-Frame Retrofill Solution has many benefits including:

- Solutions are tested to IEEE C37.59 standards.
- Enhances electrical system reliability and enhanced safety
- Ensures the safety of your personnel and surrounding equipment by using the latest technology
- Optimizes and allows ease of maintenance limiting your investment cost as well as service
- Offers an advanced Micrologic trip unit with power meeting and monitoring capabilities
- Compatible with PowerLogicsystems and high amperage power circuit breakers
- Available built-in Modbus® protocol for open communication platform

The Powerpact R-Frame provides many benefits over the existing P-Frame breaker including:

- Available with 100% continuous current rating
- •Enhance coordination by their adjustability (Long time, short time, and instantaneous)
- •Provide integral ground-fault protection for equipment
- Provide high interrupting ratings and withstand ratings
- Provide communications
- •Provide power monitoring and protective relaying functions
- •Provide zone-selective interlocking (ZSI) which can reduce damage in the event of a fault

Schneider Electric USA, Inc (SEUSA) Services is providing the following proposal per our understanding of your request and associated correspondence. SEUSA Services has based our offer on the information provided to our quotations group at the time of quote. If this information is not accurate or there are changes to the proposed scope of work or scheduling, additional charges may apply and a revised quote may be required.

Scope of Work

WORKSCOPE A: 2000A P-frame to R-frame retrofill

1. Schneider Electric Services will remove (1) existing SqD P-Frame 2500A circuit breaker (PXF362500GPL) from the QED Power Style SWBD and retrofill it with (1) Powerpact R-Frame circuit breaker. As no short-circuit current rating is available at this time, the breaker as quoted is rated 65kA at 480Vac. Should the subsequent study show that a breaker of a higher rating is required, additional costs will apply.

2. Schneider Electric Services will supply and install all necessary components to connect the breaker to the existing system, including: new copper bus, front door, bus supports, and breaker mounting plate.

3. A site visit will be required by a SEUSA Field service representative to obtain the necessary measurements required for the design. A bus outage of up to 10 hours will be required for this visit. SEUSA Services will require 2-3 weeks notice to schedule this visit

- 4. The customer will be responsible for supplying the following:
 - -Submittals, Plan Check, and City Permits if required
 - -Cost and scheduling of power shut downs





Page 3

-All existing electrical drawings of their system

-Trip Unit settings on breaker

-Paint Sample if other than ANSI 61

DETAILED BOM A

1 - Powerpact R-Frame Breaker (Fixed)

Voltage: 480 Vac

Continuous Current: 2500A

Interrupting Rating: 65kA

UL489

Manually Operated

Micrologic Trip Unit 6.0P

Long Time

Short Time

Instantaneous

Residual Ground Fault

Power Meter

UL Type A Rating Plug

1 - Neutral CT

1 - A/P Trip Unit Kit, Includes: 24Vdc power supply, CPT, fuses, fuse blocks, etc.

1 - Retrofill Kit, Includes: copper bus, new door, barriers, etc.

WORKSCOPE B: ERMS Switch

Schneider Electric Services (SEUSA) proposes to supply and install (1) Energy Reduction Maintenance Setting (ERMS) switch for the Powerpact R-Frame breakers, per NEC 240.87. When the ERMS is switched to Maintenance Mode in conjunction with proper study, the circuit breaker provides reduced arc flash incident energy (AFIE) by temporarily lowering the instantaneous pickup setting of the circuit breaker trip unit. See note below.

Note: If left in Maintenance Mode, selective coordination is compromised, which could lead to nuisance tripping. Proper use of an ERMS system requires an arc flash study to determine the optimal settings for the breaker trip unit in Normal and Maintenance Mode and to determine the AFIE in both modes. Unless stated in this proposal, the study is not included and is to be provided by others; however, SEUSA can include for an additional fee.

- 2. SEUSA Services will supply wiring drawings and schematics for the ERMS Switch system.
- 3. The customer will be responsible for supplying the following:

-Submittals, Plan Check, and City Permits if required.

-Cost and scheduling of power shut downs.



-All existing electrical drawings of their system.

DETAILED BOM

- 1 Upgrade to Micrologic 6.0P Trip Unit for ERMS integration
- 1 Selector Switch w/ Pad Lock attachment & Contact Block
- 1 Blue Pilot Light
- 1 I/O Module
- 1 IFE Module
- 1-24V Power Supply
- 1 ULP cord
- 1- Circuit Breaker ULP Cord
- 3 ULP Terminator
- 1 ERMS Installation Guide & Labels

WORK SCOPE C- SYSTEM COORDINATION STUDY

The below system coordination study is to provide trip unit settings to coordinate with the upstream and downstream overcurrent device protections to prevent nuisance tripping and ensure adequate protections for the application.

Deliverables

One (1) TCC per new breaker that includes the new breaker, the largest downstream device and upstream device (excludes utility equipment).

One (1) Setting Table that only includes the new breakers Confirmation that the short-circuit rating is adequate

Boundaries

- Scope is limited to the deliverables shown above. Customer must request a quote if they want an arc flash risk assessment performed
- Customer or other to collect needed information:
- Existing settings (if any)
- Largest Downstream and/or Upstream Breaker Settings
- (If applicable) All equipment that used the Bolt-Loc for series rating.
- This scope does not include providing any labels for arc flash or NEC 110.16(B)

WORK SCOPE D- Prevantative Maintenance

Trained and Experienced field service technicians will perform visual, mechanical and electrical tests on the following equipment from Q2C-10946183-001 and Q2C 34299488-001. Outlined and detailed procedures were built based upon verbal and written correspondence, and in accordance with Schneider Electric Bulletin No. 1910DB1303.

Procedures



Switchboard Assemblies

Visual and Mechanical Inspection

- 1. Inspect physical, electrical, and mechanical condition.
- 2. Inspect anchorage, alignment, grounding, and required area clearances.
- 3. Clean the unit.
- 4. Verify that fuse and/or circuit breaker sizes and types correspond to drawings and coordination study as well as to the circuit breaker address for microprocessor-communication packages.
- 5. Verify that current and voltage transformer ratios correspond to drawings.
- 6. Verify that wiring connections are tight and that wiring is secure to prevent damage during routine operation of moving parts.
- 7. Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - 1. Use of a low-resistance ohmmeter in accordance with Section 7.1.B.1.
 - 2. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or Table 100.12.
- 8. Confirm correct operation and sequencing of electrical and mechanical interlock systems.
 - 1. Attempt closure on locked-open devices. Attempt to open locked-closed devices.
 - 2. Make key exchange with all devices included in the interlock scheme as applicable.
- 9. Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- 10. Inspect insulators for evidence of physical damage or contaminated surfaces.
- 11. Verify correct barrier and shutter installation and operation.
- 12. Exercise all active components.
- 13. Inspect mechanical indicating devices for correct operation.
- 14. Verify that filters are in place and/or vents are clear.
- 15. Inspect control power transformers.
 - 1. Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.
 - 2. Verify that primary and secondary fuse ratings or circuit breakers match drawings.
- 16. Perform as-left tests.

Electrical Tests

- 1. Perform resistance measurements through bolted electrical connections with a low-resistance ohmmeter in accordance with Section 7.1.A.7.1.
- 2. Perform insulation-resistance tests for one minute on each bus section, phase-to-phase and phase-toground. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1.
- 3. Verify operation of switchgear/switchboard heaters and their controller.

Circuit Breakers, Air, Insulated-Case/Molded-Case

Visual and Mechanical Inspection

- 1. Inspect physical and mechanical condition.
- 2. Inspect anchorage and alignment.
- 3. Prior to cleaning the unit, perform as-found tests, if required.
- 4. Clean the unit.
- 5. Operate the circuit breaker to ensure smooth operation.
- 6. Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - 1. Use of a low-resistance ohmmeter in accordance with Section 7.6.1.1.B.1.
 - 2. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or Table 100.12.
- 7. Inspect operating mechanism, contacts, and arc chutes in unsealed units.
- 8. Perform adjustments for final protective device settings in accordance with coordination study provided by end user.



9. Perform as-left tests.

Electrical Tests

- 1. Perform resistance measurements through bolted connections with a low-resistance ohmmeter in accordance with Section 7.6.1.1.A.6.1.
- 2. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to- ground with the circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1.
- 3. Perform a static contact/pole-resistance test.
- 4. Determine long-time pickup and delay by secondary current injection.
- 5. Determine short-time pickup and delay by secondary current injection.
- 6. Determine ground-fault pickup delay by secondary current injection.
- 7. Determine instantaneous pickup current by secondary injection.
- 8. Perform minimum pickup voltage test on shunt trip and close coils in accordance with Table 100.20.
- 9. Verify correct operation of auxiliary features such as trip and pickup indicators, zone interlocking, electrical close and trip operation, trip-free, antipump function, and trip unit battery condition.
- 10. Reset all trip logs and indicators.
- 11. Verify operation of charging mechanism.

Clarifications to Scope of Work

- If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.
- > Circuit breakers with a trip rating under 250A will be visually and mechanically inspected only.
- > Thermal-Magnetic only breakers will not have their overcurrent protective function tested.
- Field Services assumes the site and equipment will be ready and available.
- > A bus outage of up to 16 hours per breaker will be required to complete demo and installation.
- >
- The Scope of Work and Bill Of Material provided in this quotation are strictly and specifically, as stated. Any changes or additions may require the quotation to be revised, which may result in a price change.
- Schneider Electric-Services has prepared this quotation in good faith, according to our understanding of the information and/or specification(s) provided. Schneider Electric reserves the right to offer revised pricing, Bills of Material or Scope of Work in the event of an omission or misinterpretation of the specification.
- >
- NOTICE: Custom engineered solutions from Schneider Electric Services are designed and built to meet applicable UL/ANSI/IEEE standards, but will not carry third party labeling. A UL field evaluation for UL labeling can be provided at additional cost.
- >
- Refer to Instruction Bulletin NHA67346 Rev. 01 for (ERMS) Energy Reduction Maintenance Setting Switch instructions.
- >
- This quotation assumes pre-engineering site visit for measurements and data collection will occur on the same visit as the preventati



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Schedule

- 1. 14-16 Weeks After Site Visit for non-standard designs
- 2. 8 Weeks After Site Visit for standard designed kit's
- 3. FOB West Chester, OH Plant
- 4. Freight Pre-Paid and Added to Invoice

All lead-times referenced within this proposal are estimates only, unless specifically noted as a committed ship date. Due to the extreme volatility and shortages in the commodities markets, lead-times may increase. We will do what we can, within our control, to hold lead-times. In the event that a lead-time may increase, we will notify you as soon as we are aware, to lessen the impact to the project.

Customer Responsibilities

Customer will be responsible for the following:

Schedule power outage with the local utility or production and absorb all related costs.

Provide lighting and 120V power with GFI for Field Services' on site electrical equipment, if required.

Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA70E.

Provide qualified personnel to lock out equipment and verify zero energy state as defined by NFPA70E.

Provide qualified individual for grounding of equipment as required.

Provide proper workspace clear of obstruction with adequate temporary lighting for the walk ways and emergency exits. *Work will not commence until adequate lighting is in place. *

Provide a phone with defined emergency contact and site location in event of an emergency.

Provide an authorized person to sign all manifests for asbestos and PCB wastes (if any)

To receive and store all material in safe, secure, temperature-controlled facility. If customer cannot accept storage we can store the gear at our facilities for a monthly fee.

Identification, labeling, and removal of all hazardous wastes.

Labor and expense cost over runs due to:

- Delays by others
- Lack of equipment readiness for services outline herein

Work Not Included

Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.

Development of switching procedures and/or MOP's.

Update of original factory order drawings, unless stated in the proposal.

Additional site visits or meetings beyond that required to perform the scope of work above

Primary current injection testing

UL relisting



Price

SEUSA Services will perform the Scope of Work identified in this proposal per the following price:

Scope	Price
Shutdown Monday-Friday 6:00AM-8:00PM *	\$38,474 Customer Net
Shutdown Saturdays and nights*	\$42,814 Customer Net
Shutdown Sundays and Holidays	\$46,061 Customer Net
*NOTE: Excluding Schneider Electric holidays, unless otherwise spec	ified

This price includes all travel, mileage, expenses and any applicable Field Service Reports that will document and detail the services performed.

This proposal is subject on the following:

Price quoted does not include any state, federal, or local taxes.

Service will be scheduled after receipt of order.

If tax exempt, exempt certificate must accompany purchase order.

Payment is due upon receipt of invoice.

Scheduling of services should be done 15 working days in advance of your planned outage.

Payment Schedule

All projects will be billed based on execution milestones, schedule of values to be provided after receipt of PO. SEUSA may invoice purchaser monthly for all work performed, and for all equipment delivered to the job site or to an off-site storage facility. Purchaser may delay the work, for a period not to exceed 60 days, by giving notice to SEUSA, and purchaser shall pay for all work prior to the delay, and will pay all costs incurred by SEUSA because of such delay.

Proposal Acceptance

Due to the extreme volatility in the commodities markets, this quotation is valid for only 30 days. Currently there is extreme volatility in the steel markets (especially electrical steel) due to the evolving nature of the tariffs. We will do our best to hold the pricing but there are many factors beyond our control and these potential increases would be passed along to the customer. It is also assumed that this project will be executed within 12 months. If the execution timeline of this project exceeds this timeframe, any price escalations would also be passed along to the customer.

In addition, any changes to the Scope of Work or Bill of Material will require a revised quotation which may result in a price change.

To accept this proposal, issue a P.O. to your local Schneider Electric Distributor

The following information is required:

Site contact name

Phone number

Email address

Please include with SEUSA account number (if known).



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Information on other offers

Electrical Distribution Services - Website

Modernization & Upgrade:

- Website: <u>Schneider Electric Modernization Solutions</u>
- Blog: True Cost of Switchgear Replacement
- White Paper: <u>Guidelines for Modernizing Existing Switchgear</u>
- Videos: <u>Resource webpage</u>
- Brochure: <u>Switchgear Modernization Brochure</u>
- Catalog: Circuit Breaker Modernization Selection Guide

Arc Flash Safety:

- Website: Schneider Electric Arc Flash Safety
- Blog: <u>NFPA 70E 2018 Updates</u>
- White Paper: <u>Mitigating Arc Flash Hazards</u>
- Video: Power System Assessment
- Brochure: Engineering Services

Terms and Conditions

The work described in This quotation shall be governed by Schneider Electric's Standard Terms and Conditions of Sale, which may be found at:

www.schneider-electric.us/termsandconditions

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Schneider Electric.

DISCLAIMER: The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for **excusable delay** not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.



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Life Is On Schneider

Schneider Electric Services Albuquerque, NM

Bert Scott Sr. Service Sales Engineer Mobile: 505.315.0300 bert.scott@se.com



3310 GIRARD N.E. ALBUQ., N.M. 87107 (505) 881-6525 Fax (505) 881-6396

Date: January 15, 2024

Attention: Caryn Grosse Company: City Of Santa Fe RE: Genoveva Chavez Community Center Replace Breaker

Scope of work

- Supervise /Assist Schneider with installation of breaker per the attached SOW.
- This work to be completed during a regular weekday per your instructions at the pre-bid meeting.

Labor	26 hours of Supervision @ \$105.00	\$ 2,730.00
Travel	4 trips @ \$73.23 each	\$ 292.92
Subcontractor	Cost plus Overhead and Profit @20%	
	\$38,474.00 + \$7,694.80	<u>\$46,168.80</u>
	Sub Total	\$49,191.72
	NMGRT @ 8.1875%	<u>\$ 4,027.57</u>
	Total	\$53,219.29

Exclusions

- Bond
- Workforce Solutions wage rates
- Any coordination studies, as-builts and testing beyond the Schnieder SOW.
- Engineered drawings and City Permits.

Thank you for the opportunity to provide this proposal. If you have any questions or concerns please feel free to contact me. Our payment terms are net 30days.

Regards, Scott Burson Vice-President

ESTIMATE

Prepared For

City Of Santa Fe Facilities Genoveva Chavez Community Center

Estimate #	11375
Date	01/22/2024

Bransford Electric, LLC

4245 Menford Ln Santa Fe, NM 87507 Phone: (505) 231-3093 Email: bransfordelectric@gmail.com Fax: (505) 471-2181

Description

\$60,900.00

Labor

Retrofit Square D P-Frame 2000A circuit breaker to Powerpact R-Frame rated 65kA at 480Vac and install all necessary components to connect the breaker to the existing system, including new copper bus, front door, bus supports, and breaker mounting plate.

Supply and install a new Energy Reduction Maintenance Setting (ERMS) switch, per NEC 240.87, including drawings and schematics for the ERMS switch system.

Provide a system coordination study to coordinate with upstream and downstream overcurrent device protections, including (1) TCC per new breaker that includes the new breaker, largest downstream and upstream devices excluding utility equipment, and a new setting table for the new breaks to confirm that the short-circuit rating is adequate.

Perform visual, mechanical and electrical inspection/testing and preventative maintenance for the switchboard assemblies and circuit breakers to ensure that all components are in good condition, operating correctly and appropriately sized/rated for the application.

Subtotal
Sales Tax
Total

Notes:

All Labor to be preformed by Schneider Electric, to provide a current UL Listing.

Tota

ESTIMATE

Prepared For

City Of Santa Fe Facilities Genoveva Chavez Community Center

Estimate #	11375
Date	01/22/2024

Bransford Electric, LLC

4245 Menford Ln Santa Fe, NM 87507 Phone: (505) 231-3093 Email: bransfordelectric@gmail.com Fax: (505) 471-2181

Description

\$60,900.00

Labor

Retrofit Square D P-Frame 2000A circuit breaker to Powerpact R-Frame rated 65kA at 480Vac and install all necessary components to connect the breaker to the existing system, including new copper bus, front door, bus supports, and breaker mounting plate.

Supply and install a new Energy Reduction Maintenance Setting (ERMS) switch, per NEC 240.87, including drawings and schematics for the ERMS switch system.

Provide a system coordination study to coordinate with upstream and downstream overcurrent device protections, including (1) TCC per new breaker that includes the new breaker, largest downstream and upstream devices excluding utility equipment, and a new setting table for the new breaks to confirm that the short-circuit rating is adequate.

Perform visual, mechanical and electrical inspection/testing and preventative maintenance for the switchboard assemblies and circuit breakers to ensure that all components are in good condition, operating correctly and appropriately sized/rated for the application.

Subtotal
Sales Tax
Total

Notes:

All Labor to be preformed by Schneider Electric, to provide a current UL Listing.

Tota



January 10, 2024

City of Santa Fe 3221 Rodeo Rd Santa Fe, NM 87507

Attn: Caryn Grosse RE: COSF - Genoveva Chavez Breaker Replacement Lead #502399

WORKSCOPE A: 2500A P-frame to R-frame retrofill

- Schneider Electric Services will remove (1) existing SqD P-Frame 2500A circuit breaker (PXF362500GPL) from the QED Power Style SWBD and retrofill it with (1) Powerpact R-Frame circuit breaker. As no short-circuit current rating is available at this time, the breaker as quoted is rated 65kA at 480Vac. Should the subsequent study show that a breaker of a higher rating is required, additional costs will apply.
- 2. Schneider Electric Services will supply and install all necessary components to connect the breaker to the existing system, including: new copper bus, front door, bus supports, and breaker mounting plate.
- 3. A site visit will be required by a SEUSA Field service representative to obtain the necessary measurements required for the design. A bus outage of up to 10 hours will be required for this visit. SEUSA Services will require 2-3 weeks notice to schedule this visit
- 4. The customer will be responsible for supplying the following:
 - Submittals, Plan Check, and City Permits if required
 - Cost and scheduling of power shut downs
 - All existing electrical drawings of their system
 - Trip Unit settings on breaker
 - Paint Sample if other than ANSI 61

DETAILED BOM A

- 1 Powerpact R-Frame Breaker (Fixed)
 - Voltage: 480 Vac Continuous Current: 2500A Interrupting Rating: 65kA UL489 Manually Operated Micrologic Trip Unit 6.0P Long Time Short Time Instantaneous
 - Instantaneous Residual Ground Fault Power Meter UL Type A Rating Plug
- 1 Neutral CT
- 1 A/P Trip Unit Kit, Includes: 24Vdc power supply, CPT, fuses, fuse blocks, etc.
- 1 Retrofill Kit, Includes: copper bus, new door, barriers, etc.





WORKSCOPE B: ERMS Switch

Schneider Electric Services (SEUSA) proposes to supply and install (1) Energy Reduction Maintenance Setting (ERMS) switch for the Powerpact R-Frame breakers, per NEC 240.87. When the ERMS is switched to Maintenance Mode in conjunction with proper study, the circuit breaker provides reduced arc flash incident energy (AFIE) by temporarily lowering the instantaneous pickup setting of the circuit breaker trip unit. See note below.

Note: If left in Maintenance Mode, selective coordination is compromised, which could lead to nuisance tripping. Proper use of an ERMS system requires an arc flash study to determine the optimal settings for the breaker trip unit in Normal and Maintenance Mode and to determine the AFIE in both modes. Unless stated in this proposal, the study is not included and is to be provided by others; however, SEUSA can include for an additional fee.

- 2. SEUSA Services will supply wiring drawings and schematics for the ERMS Switch system.
- 3. The customer will be responsible for supplying the following:
- -Submittals, Plan Check, and City Permits if required.
- -Cost and scheduling of power shut downs.
- -All existing electrical drawings of their system.
- -All existing electrical drawings of their system.

DETAILED BOM

- 1 Upgrade to Micrologic 6.0P Trip Unit for ERMS integration
- 1 Selector Switch w/ Pad Lock attachment & Contact Block
- 1 Blue Pilot Light
- 1 I/O Module
- 1 IFE Module
- 1-24V Power Supply
- 1 ULP cord
- 1- Circuit Breaker ULP Cord
- 3 ULP Terminator
- 1 ERMS Installation Guide & Labels

WORK SCOPE C- SYSTEM COORDINATION STUDY

The below system coordination study is to provide trip unit settings to coordinate with the upstream and downstream overcurrent device protections to prevent nuisance tripping and ensure adequate protections for the application.

Deliverables

One (1) TCC per new breaker that includes the new breaker, the largest downstream device and upstream device (excludes utility equipment).

One (1) Setting Table that only includes the new breakers Confirmation that the short-circuit rating is adequate



Boundaries

- Scope is limited to the deliverables shown above. Customer must request a quote if they want an arc
- flash risk assessment performed
- Customer or other to collect needed information:
- Existing settings (if any)
- Largest Downstream and/or Upstream Breaker Settings
- (If applicable) All equipment that used the Bolt-Loc for series rating.
- This scope does not include providing any labels for arc flash or NEC 110.16(B)

WORK SCOPE D- Preventative Maintenance

Trained and Experienced field service technicians will perform visual, mechanical and electrical tests on the following equipment from Q2C-10946183-001 and Q2C 34299488-001.

Switchboard Assemblies

Visual and Mechanical Inspection

- 1. Inspect physical, electrical, and mechanical condition.
- 2. Inspect anchorage, alignment, grounding, and required area clearances.
- 3. Clean the unit.
- 4. Verify that fuse and/or circuit breaker sizes and types correspond to drawings and coordination study as well as to the circuit breaker address for microprocessor-communication packages.
- 5. Verify that current and voltage transformer ratios correspond to drawings.
- 6. Verify that wiring connections are tight and that wiring is secure to prevent damage during routine operation of moving parts.
- 7. Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - 1. Use of a low-resistance ohmmeter in accordance with Section 7.1.B.1.
 - 2. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or Table 100.12.
- 8. Confirm correct operation and sequencing of electrical and mechanical interlock systems.
 - 1. Attempt closure on locked-open devices. Attempt to open locked-closed devices.
 - 2. Make key exchange with all devices included in the interlock scheme as applicable.
- 9. Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- 10. Inspect insulators for evidence of physical damage or contaminated surfaces.
- 11. Verify correct barrier and shutter installation and operation.
- 12. Exercise all active components.
- 13. Inspect mechanical indicating devices for correct operation.
- 14. Verify that filters are in place and/or vents are clear.
- 15. Inspect control power transformers.
 - 1. Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.
 - 2. Verify that primary and secondary fuse ratings or circuit breakers match drawings.



16. Perform as-left tests.

Electrical Tests

- 1. Perform resistance measurements through bolted electrical connections with a low-resistance ohmmeter in accordance with Section 7.1.A.7.1.
- 2. Perform insulation-resistance tests for one minute on each bus section, phase-to-phase and phase-toground. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1.
- 3. Verify operation of switchgear/switchboard heaters and their controller.

Circuit Breakers, Air, Insulated-Case/Molded-Case

Visual and Mechanical Inspection

- 1. Inspect physical and mechanical condition.
- 2. Inspect anchorage and alignment.
- 3. Prior to cleaning the unit, perform as-found tests, if required.
- 4. Clean the unit.
- 5. Operate the circuit breaker to ensure smooth operation.
- 6. Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - 1. Use of a low-resistance ohmmeter in accordance with Section 7.6.1.1.B.1.
 - 2. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or Table 100.12.
- 7. Inspect operating mechanism, contacts, and arc chutes in unsealed units.
- 8. Perform adjustments for final protective device settings in accordance with coordination study provided by end user.
- 9. Perform as-left tests.

Electrical Tests

- 1. Perform resistance measurements through bolted connections with a low-resistance ohmmeter in accordance with Section 7.6.1.1.A.6.1.
- 2. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-toground with the circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1.
- 3. Perform a static contact/pole-resistance test.
- 4. Determine long-time pickup and delay by secondary current injection.
- 5. Determine short-time pickup and delay by secondary current injection.
- 6. Determine ground-fault pickup delay by secondary current injection.
- 7. Determine instantaneous pickup current by secondary injection.
- 8. Perform minimum pickup voltage test on shunt trip and close coils in accordance with Table 100.20.



- Verify correct operation of auxiliary features such as trip and pickup indicators, zone interlocking, electrical close and trip operation, trip-free, antipump function, and trip unit battery condition.
- 10. Reset all trip logs and indicators.
- 11. Verify operation of charging mechanism.

Clarifications to Scope of Work

- If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.
- Circuit breakers with a trip rating under 250A will be visually and mechanically inspected only.
- Thermal-Magnetic only breakers will not have their overcurrent protective function tested.
- Field Services assumes the site and equipment will be ready and available.
- A bus outage of up to 16 hours per breaker will be required to complete demo and installation.
- The Scope of Work and Bill Of Material provided in this quotation are strictly and specifically, as stated.
- Any changes or additions may require the quotation to be revised, which may result in a price change.
- Schneider Electric-Services has prepared this quotation in good faith, according to our understanding of
- the information and/or specification(s) provided. Schneider Electric reserves the right to offer revised
- pricing, Bills of Material or Scope of Work in the event of an omission or misinterpretation of the
- specification.
- NOTICE: Custom engineered solutions from Schneider Electric Services are designed and built to meet
- applicable UL/ANSI/IEEE standards, but will not carry third party labeling. A UL field evaluation for UL
- labeling can be provided at additional cost.
- Refer to Instruction Bulletin NHA67346 Rev. 01 for (ERMS) Energy Reduction Maintenance Setting
- Switch instructions.
- This quotation assumes pre-engineering site visit for measurements and data collection will occur on the same visit as the preventative maintenance



Schedule

- 1. 14-16 Weeks After Site Visit for non-standard designs
- 2. 8 Weeks After Site Visit for standard designed kit's
- 3. FOB West Chester, OH Plant
- 4. Freight Pre-Paid and Added to Invoice

All lead-times referenced within this proposal are estimates only, unless specifically noted as a committed ship date. Due to the extreme volatility and shortages in the commodities markets, lead-times may increase. We will do what we can, within our control, to hold lead-times. In the event that a lead-time may increase, we will notify you as soon as we are aware, to lessen the impact to the project.

Customer Responsibilities

Customer will be responsible for the following:

- Schedule power outage with the local utility or production and absorb all related costs.
- Provide lighting and 120V power with GFI for Field Services' on site electrical equipment, if required.
- Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA70E.
- Provide qualified personnel to lock out equipment and verify zero energy state as defined by NFPA70E.
- Provide qualified individual for grounding of equipment as required.
- Provide proper workspace clear of obstruction with adequate temporary lighting for the walk ways and emergency
- exits. *Work will not commence until adequate lighting is in place. *
- Provide a phone with defined emergency contact and site location in event of an emergency.
- Provide an authorized person to sign all manifests for asbestos and PCB wastes (if any)
- To receive and store all material in safe, secure, temperature-controlled facility. If customer cannot accept
- storage we can store the gear at our facilities for a monthly fee.
- Identification, labeling, and removal of all hazardous wastes.
- Labor and expense cost over runs due to:
 - Delays by others
 - Lack of equipment readiness for services outline herein

Work Not Included

- Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.
- Development of switching procedures and/or MOP's.
- Update of original factory order drawings, unless stated in the proposal.
- Additional site visits or meetings beyond that required to perform the scope of work above
- Primary current injection testing
- UL relisting



PRODUCT DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
PXF362500GPL - SqD P-Frame 2500A circuit breaker			
kit	1	\$ 65,729.69	\$ 65,729.69
Labor and Commissioning Total			\$ 2,821.50
Subtotal			\$ 68,551.19
Tax on Labor Only @ 8.1875%			\$ 231.01
Bond			\$ 1,028.27
TOTAL PROJECT COST			\$ 69,810.47

Based on State Price Agreement 10-000-21-00095

NOTES AND EXCLUSIONS

- Proposal INCLUDES payment/performance bond and all associated permits and fees unless specified.
- Proposal **EXCLUDES** any unforeseen conditions; any equipment not listed in this quote.
- Proposal **EXCLUDES** any additional electrical/cooling upgrades required for this project.
- Proposal EXCLUDES patching, painting, and replacement of ceiling tiles.
- Proposal **EXCLUDES** the correction of existing code violations.
- Proposal EXCLUDES any warranty on existing equipment.
- Proposal **ASSUMES** all existing equipment is in proper working order.
- Proposal is VALID for 30 days.

WARRANTY TERMS

• This project includes a one-year warranty against defects in product or workmanship. This warranty is provided by APIC Solutions and shall begin the day of owner acceptance.

PAYMENT TERMS

- As per the state price agreement 10-00000-21-00095 all invoices are due Net 30 days.
- All equipment will be billed 100% once it has been delivered and inventoried / accepted by the agency.
- Progress billings for labor and equipment rental will occur monthly and be based on the percentage complete at the time of billing.



The signatures below indicate CUSTOMER and APIC Solutions agreement to the **Scope of Work**, **Project Pricing**, and **Terms and Conditions** in this document:

City of Santa Fe	APIC SOLUTIONS
Name:	Name:
Signature:	Signature:
Title and Date:	Title and Date:

If you have any questions, please feel free to contact me at the number below. Thank you for your trust in APIC Solutions. We look forward to working with you!

Sincerely,

Matt Gordon 505-238-1668

From:	DUTTON-LEYDA, TRAVIS K.
То:	GABALDON, RACHEL D.; Purchasing DET
Cc:	BURNETT, SAM; CALABAZA, DEALVA X.; GROSSE, CARYN L.
Subject:	RE: Determination Request for GCCC Circuit Replacement
Date:	Friday, September 22, 2023 5:01:58 PM
Attachments:	image002.png
	image003.png
	image004.png

Hi, thank you for that! I have more emails than Sam did when he came back from Hawaii lol.

Greetings,

The scope of work as written is GENERAL SERVICES. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

- 1. While this scope of work has been determined to be General Services, please check with WorkQuest dba Horizons of New Mexico (<u>mloehman@horizonsofnewmexico.org</u>). The scope of work must be offered to WorkQuest dba Horizons of New Mexico for their right of first refusal.
- 2. Please ensure that the appropriate templates and forms are used. <u>https://intranet.santafenm.gov/finance_1</u>
- 3. Please keep this as part of the procurement file for future reference.
- 4. Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
 - ✓ Federal
 - ✓ State
 - ✓ Federal Passthrough
 - ✓ Capital Outlay
 - ✓ Other Appropriations
 - ✓ Local/General Fund
 - ✓ Other Restricted
 - ✓ Foundation
 - ✓ Donation
- 6. Please review the pages linked below to determine whether any of the existing agreements are applicable to this request. You might be able to use an existing agreement to save time and

money.

- <u>https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/</u>
- <u>https://naspovaluepoint.org/categories/</u>
- <u>https://www.omniapartners.com/publicsector/contracts</u>
- https://www.buyboard.com/home.aspx
- <u>https://www.h-gac.com/Home</u>
- <u>https://www.gsaelibrary.gsa.gov/</u>
- https://www.sourcewell-mn.gov/contract-search
- <u>https://eprocurement.ces.org/public/bluebook.html#</u>
- 7. **##UPDATED##** Submit or send your request to the appropriate channel or email address:
 - RFP requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b5 86d424fa5eed34177146ac5%40thread.tacv2/RFP%2520 Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
 - ITB requests to <u>https://teams.microsoft.com/l/channel/19%3a48e1e4588</u> <u>c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520</u> <u>Requests?groupId=a367d8c2-992f-4c74-8e7d-</u> <u>0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-</u> <u>4867b0bc707f</u>
 - Determination requests to <u>purchasing_det@santafenm.gov</u>
 - And all other requests to <u>purchasing@santafenm.gov</u>

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda Chief Procurement Officer City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501 505-629-8351 tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X.
<dxcalabaza@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>
Subject: Re: Determination Request for GCCC Circuit Replacement

Good afternoon,

Friendly reminder, this scope of work is still waiting for a determination.

Thank you,

Denise Gabaldon Contracts Administrator | Facilities Division | Public Works Dept. Website: <u>www.santafenm.gov</u> Email: <u>rdgabaldon@santafenm.gov</u> Mobile: (505) 795-2439 Office: (505) 955-5934

From: GABALDON, RACHEL D.
Sent: Thursday, September 21, 2023 10:02:42 AM
To: Purchasing DET <<u>purchasing_det@santafenm.gov</u>>
Cc: BURNETT, SAM <<u>isburnett@santafenm.gov</u>>; CALABAZA, DEALVA X.
<<u>dxcalabaza@santafenm.gov</u>>; GROSSE, CARYN L. <<u>clgrosse@santafenm.gov</u>>
Subject: RE: Determination Request for GCCC Circuit Replacement

Good morning,

Just wanting to follow up on this request, can I get an update?

Thank you,

R. Denise Gabaldon, CPO Contracts Administrator | CIP & Facilities Division | Public Works Dept. Website: <u>www.santafenm.gov</u> Email: <u>rdgabaldon@santafenm.gov</u> Office: (505) 955-5934 Mobile: (505) 795-2439



From: GABALDON, RACHEL D. Sent: Tuesday, September 19, 2023 2:14 PM To: Purchasing DET <<u>purchasing_det@santafenm.gov</u>>
 Cc: BURNETT, SAM <<u>isburnett@santafenm.gov</u>>; CALABAZA, DEALVA X.<<<u>dxcalabaza@santafenm.gov</u>>; GROSSE, CARYN L. <<u>clgrosse@santafenm.gov</u>>
 Subject: Determination Request for GCCC Circuit Replacement

Good afternoon,

I am requesting a determination for the following scope of work:

The Contractor shall perform the following work:

- a. Retrofit P-Frame to R-Frame and install all necessary components to connect the breaker to the existing system, including new copper bus, front door, bus supports, and breaker mounting plate.
- b. Supply and install a new Energy Reduction Maintenance Setting (ERMS) switch
- c. Provide a system coordination study to coordinate with upstream and downstream overcurrent device protections
- d. Perform preventative maintenance on existing equipment as outlined in proposal

We are looking for a services determination, there are 3 proposals and Summit is the top choice for the vendor. Project is estimated to cost \$41,624.06 and term end date will be 12/31/2024.

Thank you,

R. Deníse Gabaldon, CPO Contracts Administrator | CIP & Facilities Division | Public Works Dept. Website: <u>www.santafenm.gov</u> Email: <u>rdgabaldon@santafenm.gov</u> Mobile: (505) 795-2439 Office: (505) 955-5934





with Disabilities Services Offered to the City of Santa Fe (9.2023)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction

- Janitorial and Housekeeping Services Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design Logo Design
- IT Enterprise Application
- IT IV & V
- IT Network and Database Management

- IT Support
- IT Security Services
- IT Web Design
- IT Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <u>http://horizonsofnewmexico.org/services.html</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/08/2024

									01/06	5/2024
C B	HIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AI	VELY (OR CE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED B	Y THE	POLICIES
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	DUCER		crti		CONTA		,.			
	MARSH USA LLC.				NAME: PHONE			FAX		
	One Towne Square Suite 1100 Southfield, MI 48076				(A/C, No, Ext): E-MAIL toppEco:					
	Attn: DetroitGroupCaptive.CertRequest@mars	h.com			ADDRE					
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	102924926GAWUP-24-25						erican Insurance			40142
	Summit Electric Supply Co., Inc.				INSURE					
	2900 Stanford, NE Albuguergue, NM 87107									N/A N/A
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INSR LTR	TYPE OF INSURANCE	ADDL SU	JBR /VD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
А				GLO6800114-32		01/01/2024	01/01/2025	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
A				BAP6800169-31		01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ΑΝΥ ΑUTO							BODILY INJURY (Per person)	\$	2,000,000
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
	AUTOS ONLY X HIRED X NON-OWNED X AUTOS ONLY X NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY A AUTOS ONLY							(Fer accident)	\$	
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	DED RETENTION \$								\$	
В	WORKERS COMPENSATION			WC600113-32		01/01/2024	01/01/2025	X PER OTH- STATUTE ER	,	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE			Does not apply to the Monopolisti	с			E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBEREXCLUDED?	N / A		States (ND, OH, WA, and WY),				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Puerto Rico, or the Virgin Islands				E.L. DISEASE - POLICY LIMIT		1,000,000
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BUSINESS REGISTRATION		CRS Number: 01847599000	License Type: Business License - Renewable	Classification: Business Registration - Standard	Fees Paid: \$35.00	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.
City of Santa Fe Treasury Department 200 Lincoln Ave. Santa Fe, New Mexico 87504-0909 505-955-6551	Business Name: SUMMIT ELECTRIC SUPPLY CO INC DBA: SUMMIT ELECTRIC SUPPLY CO INC	Business Location: 1143 SILER PARK LN 101 SANTA FE , NM 87505 Owner: SUMMIT ELECTRIC SUPPLY CO INC	License Number: 2104	Issued Date: April 05, 2023	Expiration Date: April 05, 2024	SUMMIT ELECTRIC SUPPLY CO INC C/O CT-BL - 120 S CENTRAL AVE STE. 350 CLAYTON, MO 63105

Real Estate Summary of Contracts, Agreement	t Fe ts, Amendments & Leases
Section to be completed by department	
1. Munis Contract # <u>3204389</u>	
Contractor: Summit Electric	
Description: GCCC Circuit Breaker Replacement	
Contract Agreement Agreement Contract Amendmeter Contract Co	nent O
Term Start Date: TBD Term End Date: 12/31/2	024
Approved by Council	Date:
Contract / Lease: 3204389	
Amendment #to the Or	
Increase/(Decrease) Amount \$	
Extend Termination Date to:	
Approved by Council	Date:
Amendment is for:	
Amendment is for: 2. HISTORY of Contract, Amendments & Lease / Rent - Please E	
2. HISTORY of Contract, Amendments & Lease / Rent - Please E	laborate (option: attach spreadsheet if multiple amendments
 HISTORY of Contract, Amendments & Lease / Rent - Please E Brocurement History: <u>3 Quotes- Summit Electric, Great Western</u> 	Electric, Bransford Electric, APIC Solutions Feb 13, 2024
 HISTORY of Contract, Amendments & Lease / Rent - Please E Procurement History: <u>3 Quotes- Summit Electric, Great Western</u> 	Electric, Bransford Electric, APIC Solutions Feb 13, 2024
 HISTORY of Contract, Amendments & Lease / Rent - Please E Procurement History: <u>3 Quotes- Summit Electric, Great Western</u> Purchasing Officer Review: Comment & Exceptions: <u>Small Purchase, NMSA 1978, Section</u> Funding Source: Facilities WIP Construction FAC2432013 	Electric, Bransford Electric, APIC Solutions Feb 13, 2024
2. HISTORY of Contract, Amendments & Lease / Rent - Please E 3. Procurement History: <u>3 Quotes- Summit Electric, Great Western</u> Purchasing Officer Review: Comment & Exceptions: <u>Small Purchase, NMSA 1978, Section</u>	Electric, Bransford Electric, APIC Solutions Feb 13, 2024 Date: Org / Object: <u>3209980/572970</u>
2. HISTORY of Contract, Amendments & Lease / Rent - Please E 3. Procurement History: 3 Quotes- Summit Electric, Great Western Purchasing Officer Review: Comment & Exceptions: 4. Funding Source: Facilities WIP Construction FAC2432013 Addy topking Budget Officer Approval: Comment & Exceptions:	Electric, Bransford Electric, APIC Solutions Feb 13, 2024 Date: ion 13-1-125 Org / Object: 3209980/572970 Feb 13, 2024 Date:
2. HISTORY of Contract, Amendments & Lease / Rent - Please E 3. Procurement History: <u>3 Quotes- Summit Electric, Great Western</u> Purchasing Officer Review: Comment & Exceptions: <u>Small Purchase, NMSA 1978, Sections</u> 4. Funding Source: Facilities WIP Construction FAC2432013 <u>Mark Hopkins</u> Budget Officer Approval: Comment & Exceptions: <u>Caryn Grosse, PMP</u>	Electric, Bransford Electric, APIC Solutions Feb 13, 2024 Date: ion 13-1-125 Org / Object: 3209980/572970 Feb 13, 2024 Date: Org / Object: 3209980/572970 Feb 13, 2024 Date: Phone #
2. HISTORY of Contract, Amendments & Lease / Rent - Please E 3. Procurement History: <u>3</u> Quotes- Summit Electric, Great Western Purchasing Officer Review: Comment & Exceptions: <u>Small Purchase, NMSA 1978, Sections</u> 4. Funding Source: <u>Facilities WIP Construction FAC2432013</u> <u>Market topkint</u> Budget Officer Approval: Comment & Exceptions: <u>Caryn Grosse, PMP</u> Email: <u>clgrosse@santafenm.c</u>	Electric, Bransford Electric, APIC Solutions Electric, Bransford Electric, APIC Solutions Date: ion 13-1-125 Org / Object: 3209980/572970 Feb 13, 2024 Date: Phone #_505-955-5938
2. HISTORY of Contract, Amendments & Lease / Rent - Please E 3. Procurement History: <u>3</u> Quotes- Summit Electric, Great Western Purchasing Officer Review: Comment & Exceptions: <u>Small Purchase, NMSA 1978, Sections</u> 4. Funding Source: Facilities WIP Construction FAC2432013 <u>Media University</u> Budget Officer Approval: Comment & Exceptions: <u>Caryn Grosse, PMP</u> Email: <u>clgrosse@santafenm.c</u>	Electric, Bransford Electric, APIC Solutions Feb 13, 2024 Date: ion 13-1-125 Org / Object: 3209980/572970 Feb 13, 2024 Date: Org / Object: 3209980/572970 Feb 13, 2024 Date: Phone # 505-955-5938
2. HISTORY of Contract, Amendments & Lease / Rent - Please E 3. Procurement History: <u>3</u> Quotes- Summit Electric, Great Western Purchasing Officer Review: Comment & Exceptions: <u>Small Purchase, NMSA 1978, Sections</u> 4. Funding Source: Facilities WIP Construction FAC2432013 <u>Ment Holder</u> Budget Officer Approval: Comment & Exceptions: <u>Caryn Grosse, PMP</u> Email: <u>clgrosse@santafenm.g</u>	Electric, Bransford Electric, APIC Solutions Feb 13, 2024 Date: ion 13-1-125 Org / Object: 3209980/572970 Feb 13, 2024 Date: Org / Object: 3209980/572970 Feb 13, 2024 Date: Phone # 505-955-5938

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Summit Electric

Procurement/contract Title: GCCC Circuit Breaker Replacement

Procurement Method/Vehicle: □Sole Source □State Price Agreement/Existing □ Cooperative □Request For Proposals(RFP) □Invitation To Bid (ITB) □Exempt: <u>13-1-98</u>

□Small Purchase (Contract Under \$60,000) ⊠Other: <u>3 Quotes</u>

Requesting Department: Public Works/Facilities Div Staff Name: Caryn Grosse, PMP

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES N/A					
\boxtimes		Written Determination (srvs)		Quote(s) (3 Valid & Current	t for Over 20k)			
	\boxtimes	RFP - Confidential info to be provided to GB		BAR				
		by CPD Buyer						
	\boxtimes	ITB (include bid tab)		FIR				
	\boxtimes	Other:		Certificate of Insurance (srv	s)			
	\boxtimes	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date,						
		page, and items to be purchased)						
\square		Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)						
\boxtimes		Summary of Contract (only on contracts)						
		Current Santa Fe Business Registration (or Exemption if no tax)						
		Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)						
	\boxtimes	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)						
	\boxtimes	Evaluation Committee Report (RFPs only)						
	\boxtimes	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email						
	\boxtimes	>20k = Memo addressed to City Manager (U	nder 150K)	Committees/City Council (Ov	ver 150K)			
Caryr	n Gros	<u>se</u>		Project Administrator Sr.	2/12/2024			
Depa	rtment	ment Point of Contact Title Date						
Regir	na Whe	<u>2/12/2024</u>						
Depa	Department Director Date							
R					Feb 13 2024			

Chief Procurement Officer

N/A______ ITT Representative

Version 3 12.1.2023

Title

Date

Date

CoSF

24-0083 Summit Electric

Final Audit Report

2024-02-15

Created:	2024-02-15
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
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Che Sartafe