

A G E N D A
CITY OF AZTEC
SPECIAL CITY COMMISSION MEETING
March 30, 2015
201 W. Chaco, City Hall
5:15 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Youth Conservation Corps Service Agreement
- B. Bid 15-0481 Contracted Fill
- C. Bid 15-0480 Public Works Sign Building
- D. Contract With Enchantment Energy Consulting LLC.

Items placed on the Consent Agenda will be voted on with one motion. If any item proposed does not meet the approval of all Commissioners, a Commissioner may request that the item be heard under "Items from Consent Agenda"

IX. ITEMS FROM CONSENT AGENDA

X. CITIZENS INPUT (3 Minutes Maximum)

(Citizens who wish to speak will sign up prior to the meeting – this section is for items not otherwise listed on the agenda)

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

Note: A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410

XIV. DEPARTMENT REPORTS

(When this item is announced, all Department Heads who wish to give a report will move to the podium)

XV. ADJOURNMENT

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

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Staff Summary Report

MEETING DATE:	March 30, 2015
AGENDA ITEM:	VIII. CONSENT AGENDA (A)
AGENDA TITLE:	Youth Conservation Corps Service Agreement

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approval of 2015 Youth Conservation Corps Service Agreement
SUMMARY BY:	Kris Farmer

PROJECT DESCRIPTION / FACTS

- City of Aztec committed to accept the funding from NMYCC on September 9, 2014.
- New Mexico Youth Conservation Corps Commission (NMYCC) has awarded the City the sum of \$58,715.80. This funding is to be used to employ approximately 15 youth between the ages of 14 and 25 fulfilling the mission of NMYCC.
- Six projects and one alternate project were identified in the grant request which include:
 - 1) **Florence Park Pavilion** – Corps members will assemble and install new picnic tables and trash cans.
 - 2) **Florence Park Playground** – Corps members will remove old playground, level ground and install new irrigation system for new sod in old playground area. Install new playground equipment at east end of park. Once playground is in place then will install engineered mulch in playground area.
 - 3) **Florence Park Post and Cable Fencing** – Remove old post and cable fence and install 920' of new post and cable fencing.
 - 4) **Florence Park Tennis Court Fence Screening** – Remove old tennis court fencing and install new tennis court fencing with City Logo and YCC logo and Park name.
 - 5) **Art Mural under Bridge on Highway 516** – Clear area around pylons, modify grade and level. Clear graffiti on two 9'x20' panels, prime mural area and design and paint art work. Coat finished mural with anti-graffiti coating and coble around mural.
 - 6) **Florence Park Signage** – Install park rules and regulation signs in various areas of the park.
 - 7) **Alternate Project Tree Mulching and Trails** – Members will mulch tree limbs that City Staff have cut and then spread mulch on trails.
- In addition to the development and execution of the above projects, youth employees will be involved in various types of training specific to the skills required for the projects as well as safety training.
- It is anticipated the hiring process will begin early April and youth will begin full time work June 1 and continue through mid August.
- Follow YCC guidelines as set out in agreement.

PROCUREMENT / PURCHASING

- Materials and supplies that are needed for site prep before the project starts will be purchased mid to late April.

FISCAL INPUT / FINANCE DEPARTMENT

- The City has committed to an in kind sponsor contribution of \$73,012.22. This will be allocated between the FY15/16 budgets. This contribution is a combination of budgeted cash expenditures specific to youth employment and projects and in kind services provided through existing budgeted personnel, facility and equipment utilization.
- Sufficient funds exist in the FY15 budget to cover YCC Grant Coordinator, youth employment, supplies and project materials for both the YCC and City portions.
- The FY16 preliminary budget will include budget requests to provide sufficient funds to meet the City obligation for July and August 2015 which is approximately \$32,294 (YCC Youth Wage costs) and \$40,157 (City personnel and material costs)

SUPPORT DOCUMENTS: Governmental Services Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve FY15 Service Agreement between the City of Aztec and New Mexico Youth Conservation Corps Commission.

**STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
YOUTH CONSERVATION CORPS COMMISSION
AND
CITY OF AZTEC**

THIS AGREEMENT is made and entered into by and between the State of New Mexico Youth Conservation Corps Commission ("YCCC") and City of Aztec ("Contractor").

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: Contractor shall:

A. Plan, design, establish, and manage a Youth Conservation Corps Project (the Project) including recruiting, guiding and coordinating the work of Corps members and providing them with job and life skills training and educational opportunities in accordance with the NMYCC Act and the Sponsor Application, see Attachment 1 attached hereto and incorporated by reference. The Project shall be considered a Summer Project and take place during the months of June, July and August. The Project shall begin when the first Corps member begins work and shall end when the last Corps member is released from employment or in three months, whichever date is earlier.

B. YCCC may allow minor changes in the project, budget, or in-kind sponsor contribution (including, but not limited to, transfer of funds from one line item to another, replacing a work project from the scope of work with an alternative project, change in sponsor contribution amounts, or changes in materials provided) without requiring an Amendment to this Agreement, provided that Contractor requests such changes in writing and the YCCC or its Executive Director approve the request in writing. Decreases in the portion of the project's budget or the in-kind sponsor contribution designated as wages for YCCC members shall not be allowed without a written Amendment to this Agreement.

C. Contractor shall make requests for reimbursement on the Request for Reimbursement Form, see Attachment 2 attached hereto and incorporated by reference and must submit a written Project Status Report with each reimbursement request. Contractor shall use the YCCC web-based reporting system (available at <https://www.YCCC.state.nm.us/YCC>) throughout this Agreement's duration. Contractor shall provide an in-kind sponsor contribution as specified in Attachment 1.

D. Contractor must contribute the amounts specified in Attachment 1, unless Contractor is unable to contribute these amounts because of unforeseen circumstances and obtains written approval for a lesser or prorated amount from the Executive Director. Contractor shall outline Contractor's contribution on the In-Kind

Sponsor Match Form/Forms, see Attachment 3 attached hereto and incorporated by reference, outlining Contractor's contribution and submit with proper back-up documentation with each request for reimbursement and prior to the submittal of the Final Request For Reimbursement. YCCC shall not process Final Request for Reimbursement until Contractor submits In-Kind Sponsor Contribution Form/Forms.

E. Contractor shall not begin the Project until Contractor provides YCCC with proof that it has obtained permission from all land owners or managers where the Project shall take place and the YCC Executive Director issues a letter to proceed.

F. Contractor shall hire Corps members who shall be considered employees of Contractor, and monitor all Corps members and Project activities to ensure compliance with the Project as described in the Scope of Work above. Contractor shall provide supervision of Corps members while on the Project work site, including substitutes, if crew leaders are absent, and ensure the Project work site meets all applicable state and federal health and safety standards and all state and federal labor laws. Contractor shall purchase and provide all tools and materials necessary for implementation of the Project as described in Attachment 1.

G. Contractor shall prepare and submit requests for final reimbursement within 45 days after completion of the Project. **NOTE: THE YCC PROJECT ENDS WHEN THE LAST CORPS MEMBER IS RELEASED FROM EMPLOYMENT.** Contractor must: 1) submit final Project reports and final budget reports with the final request for reimbursement; 2) prepare and submit in a timely manner any other information related to the Project as requested by YCCC or its Executive Director; and 3) prepare and submit Corps member work performance evaluations and Corps member survey forms at the end of a Corps member's service via the web-based reporting system.

2. Compensation:

A. YCCC shall pay Contractor for services satisfactorily rendered in an amount not to exceed fifty-eight thousand seven hundred fifteen dollars and eighty cents (\$58,715.80), which shall include New Mexico Governmental Gross Receipts Taxes, if applicable, and travel pursuant to Paragraph B of this Compensation Section. YCCC shall make payment upon the satisfactory and timely completion of the work described above in the Scope of Work and Attachment 1. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying YCCC when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Reimbursement shall be consistent with the budget outlined in Attachment 1. YCCC MUST receive all

invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. YCCC shall pay such travel expenses as may be incurred in, and as are necessary for, the performance of this Agreement at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1, *et seq.*, as implemented by the current Department of Finance and Administration (DFA) rule and the current YCCC travel policy. Contractor must use the Vehicle Usage Form, see Attachment 4 attached hereto and incorporated by reference to request reimbursement of travel expenses, if applicable.

C. Contractor shall be responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets. If YCCC finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the Contractor that payment is requested, and (ii) all supporting documentation, YCCC shall provide the Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the Contractor may take to provide remedial action. Upon YCCC's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, YCCC shall tender payment to the Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, YCCC shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Term: This Agreement becomes effective when executed by an authorized representative of Contractor and of YCCC and when DFA encumbers funds for this Agreement. It shall terminate on September 10, 2015, unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, YCCC may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from YCCC to Contractor. YCCC's decision as to

whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Contractor.

6. Status of Contractor: Contractor and its agents and employees are independent contractors performing professional services for YCCC and are not employees of the State of New Mexico. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: 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 YCCC's prior written approval.

8. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without YCCC's prior written approval. YCCC may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

9. Release: Final payment of the amounts due under this Agreement shall operate as a release of YCCC, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Acknowledgment: Contractor shall acknowledge YCCC as a co-sponsor and funding source in all news releases, programs, proceedings and related publicity/publications for the Project.

11. Product of Services; Copyright: All materials developed or acquired by Contractor under this Agreement shall become the State of New Mexico's property and be delivered to YCCC no later than this Agreement's expiration date. Nothing Contractor produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Contractor.

12. Conflict of Interest; Governmental Conduct Act: Contractor warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Contractor certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through -18, including provisions related to contracting with, or employing, public officers, legislators, state employees or former state employees, have been followed.

13. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

14. 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 agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

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

16. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

17. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive 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.

18. Compliance with Law and Funding Source Conditions: Contractor shall comply with all applicable state and federal statutes, regulations or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

19. Insurance Coverage: Contractor shall provide YCCC a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves or insurance provided by a third party, prior to commencing work under this Agreement and in no case later than 15 days after this Agreement's execution. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect.

Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify YCCC prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, YCCC may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

20. Records and Audit: Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until three years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the state; otherwise, Contractor shall make such records available to YCCC within 10 days upon YCCC's request. During this time, such records shall be subject to inspection by YCCC, DFA and the State Auditor. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. YCCC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose YCCC's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

21. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

22. Procurement, Utilization, and Disposition of Property: Contractor shall report acquisition of any capital property (property with an expected life of at least one year) to YCCC within one month following the acquisition.

23. Minimum Wage Rate: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

24. Attorney's Fees and Costs: Contractor agrees that if a court of competent jurisdiction finds Contractor has breached this Agreement, or amendments hereto, or to

have committed any tortious act relating to this Agreement's scope, YCCC may recover from Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

25. 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.

26. 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 performance 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 waiver of a specified right by a party shall be effective to waive any other rights.

27. Authority: If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor or any other entity is necessary to enter into a binding contract.

28. Notice: Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To YCCC:

Executive Director
Youth Conservation Corps
811 St. Michaels, Ste. 104
Santa Fe, NM 87505

To the Contractor:

City of Aztec
201 West Chaco
Aztec, NM 87410
kfarmer@aztecnm.gov

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION

By: _____ Date: _____
Chair or Designee

CITY OF AZTEC

By: _____ Date: _____
Authorized Representative Signature

Printed Name and Title

Staff Summary Report

MEETING DATE:	March 30, 2015
AGENDA ITEM:	VIII. CONSENT AGENDA (B)
AGENDA TITLE:	Bid 15-0481 Compacted Fill

ACTION REQUESTED BY:	Public Works, Finance
ACTION REQUESTED:	Reject Bid
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- In preparation for the Aztec Arterial, Phase 1B roadway construction, the City and Wilson & Company, consultants, determined it would be beneficial for the City to procure the fill dirt required for the project.
- The bid requires 63,000 cy of fill material meet the required testing value (R=33) for use on the arterial project, be within one mile of the project and accessible to the road project contractor (East Aztec Arterial Phase 1B) from one year of the date of the award for the fill material. The road project contractor will be responsible for the transport and placement of the material on the road project.

PROCUREMENT / PURCHASING

- Invitation to Bid (ITB) was published on the city website and advertised in the Daily Times, Monday, March 9, 2015. The bid was publically opened on Thursday, March 19, 2015.
- Three bids were received, none of which met 100% of the requirements as identified in the bid documents.
- Staff recommendation is to reject the bid.
- Staff and Wilson & Company are currently reviewing the bid documents to better communicate the requirements to potential material providers. In addition, a pre-bid meeting will be scheduled to ensure potential bidders understand the bid requirements.

FISCAL INPUT / FINANCE DEPARTMENT

- Due to a delay in the re-bid of the East Aztec Arterial, Phase 1B (NMDOT/FHWA direction), the rejection and rebid of the fill material does not have any significant financial consequences (other than duplication of staff and consultant efforts).

SUPPORT DOCUMENTS: Bid 15-0481 Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Reject Bid #15-0481
Compacted Fill



Bid Tabulation
Bid 15-0481
Fill Material
Opened March 19, 2015 2:00 PM
BIDS Received Determined to be Non-responsive

Item	Description	UNIT	EST QTY	FOUR CORNERS MECHANICAL INC		ACE DEVELOPMENT		CROSSFIRE LLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Compacted Fill to Specifications	CY	63,000	Price Not Considered due to Specifications Not Met					
	Minimum R Value =33			R=31		R=80		No Test Documentation Submitted	
	Material Location within 1 Mile of East Aztec Arterial Phase 1B			Yes		Yes		Location Not Submitted	
	Material Available and Accessible for One Year					No			
TOTAL BID:					\$ -		\$ -		\$ -
Total Bid Comparison Including 5% NM State Preference:									
Total Bid Comparison Including 10% Resident Veteran Preference									

Staff Summary Report

MEETING DATE: March 30, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: Bid 15-0480Public Works Sign Shop

ACTION REQUESTED BY: Public Works, Finance
ACTION REQUESTED: Reject Bid
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Public Works Director has identified the need to provide protective storage of signage (street and road signs). This facility would provide a location which houses all materials, hardware and tools necessary for maintenance and assembly of signs.

PROCUREMENT / PURCHASING

- Invitation to Bid (ITB) was published on the city website and advertised in the Daily Times, Sunday, March 8, 2015. The bid was publically opened on Tuesday, March 24, 2015.
- Onebidwas received which was determined to be non-responsive. Shop drawings, certificates and photographs or illustrations of the proposed building were to be submitted with bid. The bid received did not include the required documents.
- Staff recommendation is to reject the bid.
- The building will be re-bid.

SUPPORT DOCUMENTS: Bid 15-0480 Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Reject Bid #15-0480
Public Works Sign Shop



Bid Tabulation
 Bid 15-0480
 Public Works Sign Building
 Opened March 24, 2015 11:30 AM
BID Received Determined to be Non-responsive

			WINTERS CONSTRUCTION LLC	
Item	Description	UNIT	UNIT PRICE	TOTAL PRICE
1	30' X 50' INSULATED METAL BUILDING AS PER SPECIFICATIONS	LS	Price Not Considered due to Specifications Not Met - Drawings, certificates, photos/illustrations Not Submitted with Bid	
TOTAL BID:				\$ -
Total Bid Comparison Including 5% NM State Preference:				
Total Bid Comparison Including 10% Resident Veteran Preference				

Staff Summary Report

MEETING DATE: March 30, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (D)
AGENDA TITLE: Contract with Enchantment Energy Consulting LLC

ACTION REQUESTED BY: Ken George, Electric Director
ACTION REQUESTED: Approve Contract
SUMMARY BY: Ken George

PROJECT DESCRIPTION / FACTS

- The City of Aztec's current purchase power contract with PNM will expire on June 30th 2016.
- Natural Gas prices regulate the purchase power market. Currently natural gas pricing is near a 10 year low.
- We believe it is in the best interest of the City and its citizens to do a Request for Proposal for purchase power as soon as possible trying to secure a long term purchase power contract that may allow the City to eventually lower electric rates to our customers.
- We have selected Ed Reyes of Enchantment Energy Consulting LLC to help City Staff work through the process of preparing the RFP, evaluating the RFP's received, contract negotiations for purchase power and power transmission. Ending with a successfully executed long term purchase power contract with a Wholesale power supplier.
- The City has also retained Ashley Wald with Holland & Hart LLP from Denver Colorado as our contract attorney to help with the purchase power and transmission contract(s) and contract(s) negotiations. (KBG)

PROCUREMENT / PURCHASING

- This contract is for professional services. Professional services under \$60,000 do not required formal procurement under New Mexico procurement.
- However, if, through amendments or change orders, the contract value exceeds \$60,000, the City will be required under state procurement to terminate the agreement and procure services under formal procurement (request for proposals).

FISCAL INPUT / FINANCE DEPARTMENT

- Estimated value of the contract is \$45,000 plus reimbursement for travel expenses and other out of pocket costs.
- FY15 Adopted Annual Budget for Joint Utility Fund Electric Department includes sufficient funds to meet the financial commitment if the agreement is approved the City Commission.

SUPPORT DOCUMENTS: Proposal from Edwin Reyes, Enchantment Energy Consulting LLC

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the contract between the City of Aztec and Enchantment Energy Consulting LLC.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into on March 30th 2015, by and between City of Aztec (“City”), a New Mexico municipal Corporation and Enchantment Energy Consulting, LLC, a New Mexico limited liability company (“Contractor”). The City and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”. The City seeks an arrangement with Contractor to perform professional services for the City and Contractor is willing to perform such services on terms set forth as follows:

1. **Services.** Contractor will perform advisory, strategic analysis, project and management consulting services, as are more fully described in the Scope of Services attached to this Agreement as Exhibit A (collectively, the “Services”).
2. **Term.** The term of this Agreement shall begin on the Effective Date and shall expire on July 31, 2016 (“Term”) provided, however, that either Party may terminate this Agreement or any Exhibit at its sole discretion without cause by providing thirty (30) days’ prior written notice to the other Party. This Agreement may be extended by mutual agreement of the Parties.
3. **Compensation and Payment.** The City shall pay Contractor as more fully described in the Compensation for Services attached to this Agreement as Exhibit B.
4. **Independent Contractor.** Contractor is an independent Contractor and is not an agent or employee of, and has no authority to bind, the City by contract or otherwise. Contractor shall determine, in Contractor's sole discretion, the manner and means by which the Services are accomplished. It is expressly understood that City is not responsible for withholding, reporting or paying taxes for Contractor, nor shall City be responsible for Contractor’s failure to do so.
5. **Confidentiality.** Contractor acknowledges that Contractor will have access to confidential information and trade secrets concerning the City, the disclosure of which could have detrimental consequences to City. Accordingly, Contractor agrees not to use (other than in connection with the services provided hereunder), or disclose to any third party, any of City’s confidential information or trade secrets, at any time, without City's written permission.
6. **Ownership of Work:** Any reports, documents, facts, files or other information or work product acquired or prepared by Contractor in performing the Services shall become the sole property of the City. Contractor hereby agrees to transfer to City the entire right, title and interest to the copyright in all works, including those defined as “work-made-for-hire” under United States Code, title 17, section 101 produced by Contractor in the performance of this Agreement.
7. **Insurance:** Contractor warrants that Contractor carries insurance of the scope and in the amounts that are usual and customary in businesses similar to that of Contractor, and that such insurance is adequate to cover the provision of the Services. All of Contractor’s activities under this Agreement shall be at Contractor’s own risk, and Contractor shall not be entitled to workers’ compensation or other insurance protection provided by the City.

8. **Miscellaneous Provisions:**

8.1. **Entire Agreement.** This Agreement, including the Exhibits, sets out the full and complete understanding of the Parties relating to its subject matter as of the Effective Date, and supersedes any and all prior negotiations, agreements and representations with respect to the subject matter.

8.2. **Waiver or Amendment.** No waiver, change, amendment or modification of this Agreement or attached Exhibits shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

8.3. **Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other, which shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

8.4. **Severability.** The invalidity of one or more phrases, sentences, clauses, articles, or sections contained in this Agreement or in any attached Exhibit shall not affect the validity the remaining portions so long as the material purposes of the document can be determined and effectuated.

8.5. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without giving effect to the conflicts of law principles thereof. In the event of any dispute between the parties hereto arising out of the terms of this Agreement, each of the parties hereto hereby consents to the exclusive jurisdiction of the Eleventh Judicial District Court in San Juan County, New Mexico for resolution of such dispute, and each party hereto agrees not to contest such exclusive jurisdiction or seek to transfer any action relating to such dispute to any other jurisdiction.

8.6. **Survival.** The obligations of the paragraphs entitled “Compensation and Payment,” “Confidentiality,” and “Ownership of Work” shall survive the termination or expiration of this Agreement and the attached Exhibits.

8.7. **Notices.** Notices or communications to or between the Parties shall be deemed to have been delivered when received by such Party. Notices shall be given by and to:

For City:
Joshua W. Ray
City of Aztec
City Manager
201 W. Chaco
Aztec, New Mexico 87410
Email: jray@aztecnm.gov

For Contractor:
Edwin Reyes Jr.
Enchantment Energy Consulting, LLC
Principal
8505 Hilton Ave NE
Albuquerque, NM 87111
Email: edwin.reyes.jr@comcast.net

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives as of the Effective Date.

City of Aztec

Enchantment Energy Consulting, LLC

By: _____

By: _____

Name: _____

Name: Edwin Reyes Jr. _____

Its: _____

Its: Principal _____

Date: _____

Date: _____

ATTEST:

Karla H. Saylor, City Clerk

Exhibit A
Scope of Services

Scope of Services

Background: The City of Aztec Electric Department is a small municipal electric utility located in the northwest corner of New Mexico. It is approximately 8 miles north of Bloomfield, New Mexico. Aztec does not own any generation facilities. It receives the majority of its power from Public Service Company of NM via a supplemental requirements contract. The balance of its power supply, approximately 20%, is provided from Western Area Power Administration (WAPA). The supplemental requirements contract expires in 2016.

In preparation of the contract expiration, the City intends to issue an RFP for Wholesale Power Supply and related services.

Services: Contractor will provide Advisory, Management and Analytical services related to the development, analysis, negotiation and potential award of a Power Purchase Agreement.

- RFP Development: Meet with Aztec staff to determine specific elements to be included such as minimum requirements, bidder qualifications, transaction structure options and term of PPA. (Est: 16 hours)
- RFP Drafting: Contractor will draft the technical sections of the RFP related to the provision of wholesale power supply and delivery, provide input to the development of proposal scoring criteria, and coordinate with the City's Procurement Officer to include necessary provisions to comply with the requirements of the City's procurement code. (Est: 40 hours)
- RFP Administration: Assist in administering the RFP including developing the vendor distribution list, provide input to Q&A process, and manage the process according to the proposal schedule. (Est: 24 hours)
- RFP Assessment/Analysis: Perform an assessment of the Proposal submissions for overall responsiveness to the requirements and provide an analysis of the overall delivered value of each of the proposals. (Est: 40 hours)
- Award and Contract Negotiation: Assist the City selection of successful bidder and negotiations of a PPA (Est: 60 hours)
- Advisory Services for Power Delivery: Advise and assist the City with securing and arranging transmission and ancillary services to effect delivery of the wholesale power supply contracted in the PPA. (Est: 40 hours)
- Other services as requested to secure a PPA for firm wholesale power supply to the City of Aztec.

The estimated time to complete the scope of work described above is approximately 220 hours spread over 12-14 months.

City Of Aztec

Enchantment Energy Consulting, LLC

By: _____

By: _____

Name: _____

Name: Edwin Reyes Jr.

Its: _____

Its: Principal

Date: _____

Date: _____

ATTEST:

Karla H. Sayler, City Clerk

Exhibit B
Compensation for Services

1. **Fees.** The City shall pay Contractor \$ 225 per hour. Time shall be charged in increments of quarter hours and will include travel time outside of Albuquerque, New Mexico.
2. **Expenses.** The City shall reimburse Contractor for reasonable travel and out-of-pocket expenses incurred by Contractor in performing the Services, provided that Contractor shall receive written approval of the City prior to incurring travel expense. Mileage will be charged at the then current Internal Revenue Service rate for business mileage. Contractor acknowledges and agrees that out-of-pocket expenses shall not include routine expenses related to the normal administration of Contractor's office.
3. **Invoices and Payments.** Contractor shall invoice the City via email after the close of each calendar month for services rendered during that month. Fees for services and expenses shall be fully described and set out separately on invoices. Payment shall be made by way of check and will be due and paid to Contractor within thirty days of invoice.