



City of Santa Fe, New Mexico

Memorandum



DATE: February 8, 2021

TO: Governing Body, Finance Committee and Public Works Committee

FROM: Regina Wheeler, Public Works Department Director *RW*

ITEM AND ACTION:

Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights to LEDs for up to \$421,185.00 including NMGRT.

Regina Wheeler, rawheeler@santafenm.gov, 955-6622.

BACKGROUND AND SUMMARY:

Street lights play an important role in making roadways safe for pedestrians, bicyclists and drivers. Most of the street lights in the City of Santa Fe are high pressure sodium (HPS) luminaires which are an old technology with a short lifespan, high failure rate and high electricity use. By converting street lights to LEDs, the reliability will be improved and electricity use reduced by approximately 60%.

PNM owns approximately 2060 of the approximately 5550 street lights in the City of Santa Fe. PNM, Dalkia and the City are working together to convert all of the streetlights in the City in one 9 month project which includes a community driven design process and approval by Governing Body of the lighting design prior to implementation. Streetlight conversion projects by PNM are regulated by PRC Rate 20 and the latest version (attached) provides regulatory flexibility for PNM to gain approval for additional fixtures as needed to meet community guided lighting design. Schedule A attached to the PNM contract is included for the purpose of validating the fee for conversion, but is not an exhaustive list of the light fixtures that PNM can utilize in the project. The LED luminaires to be installed on PNM streetlights will be consistent with the wattage and color of the luminaire to be installed on the City's lights as stated in the attached letter from PNM.

The City currently pays PNM, according to Rate 20, approximately \$620,000 per year for electricity and maintenance on all of the approximately 5550 street lights. The City also pays PNM for non-routine maintenance associated with aging infrastructure and accidents on all of these lights at an additional cost averaging \$300,000 per year. After the conversion, PNM will perform routine maintenance and emergency maintenance only on the street lights owned by PNM and the City will not be billed for maintenance on PNM owned lights. A subsequent agreement will be established between PNM and the City specifically defining the changes in the relationship with PNM related to maintaining the City's street lights. The contract with Dalkia approved by Governing Body on February 24, 2021, includes both conversion and ongoing maintenance of City owned lights.

The estimated on-bill electric savings of converting all of the street lights in the City to LED is projected to be \$550,000 per year. These savings will pay for the conversion of City owned street lights which is being funded by municipal financing. Municipal financing could not be used to fund the conversion of PNM owned street lights since the City doesn't own the asset. The fee for converting PNM's street lights to LEDs is established by the PRC and will be funded from the 2018 GRT Bond premium.

The lamps being removed will be recycled, and any hazardous waste managed properly by the PNM contractors.

PROCUREMENT METHOD:

The procurement method is exempt from procurement since PNM, the local electric utility company, owns these lights and PRC regulations define the conversion by PNM.

BUDGET:

The conversion of PNM owned street lights to LEDs is being paid from the 2018 GRT Bond premium.

\$421,185.00 including NMGRT

Project string FA183200IA, Fund 335 Org/Object 3359980.572970

MUNIS CONTRACT NUMBER:

3202499 PNM

SCHEDULE:

Public Works Committee: 02/22/2021

Finance Committee: 03/01/2021

City Council: 03/10/2021

The project is scheduled for completion by December 30, 2021, which is nine months after the Notice To Proceed (NTP).

ATTACHMENTS:

Conversion agreement with PNM

Rate 20 Version 16

Letter from PNM stating commitment to community guided design implementation

Exhibit A – PNM Certificate of Insurance(s)

Exhibit B – City of Santa Fe Business License(s)

Summary of Contract Form

Other Procurement Method Form

**AGREEMENT FOR THE CONVERSION OF STREETLIGHTS
OWNED BY THE PUBLIC SERVICE COMPANY OF NEW MEXICO**

This Agreement for the Conversion of Streetlights Owned by the Public Service Company of New Mexico ("Agreement") is made and entered into this ____th day of _____, 2021, by and between the Public Service Company of New Mexico ("PNM" or "Company"), a New Mexico Corporation, and the City of Santa Fe ("Santa Fe"), a municipal corporation (collectively, "Parties").

RECITALS

WHEREAS, PNM owns approximately 2057 streetlights located within the City of Santa Fe;

WHEREAS, the streetlights owned by the Company consist of legacy electric light generation methods, including, without limitation, incandescent, mercury vapor, and high pressure sodium lights;

WHEREAS, Santa Fe has asked PNM to convert the Company's existing streetlights into light-emitting diode ("LED") lights (the "LED Streetlight Conversion Project");

WHEREAS, the current agreements and rate tariffs between PNM and Santa Fe that govern the provision of electricity to and maintenance of streetlights are as follows:

- (i) Public Service Company of New Mexico Electric Services 16th Revised Rate No. 20 Canceling 15th Revised Rate No. 20 (the "Rate Tariff");
- (ii) Agreement for the Ongoing Incidental and Emergency Maintenance of the Street Lights Owned or Maintained by the City of Santa Fe dated _____, 2020 (replacing Street Lighting Agreement between PNM and Santa Fe dated October 23, 1948, and all such amendments, restatements or additional agreements thereto between Santa Fe and PNM).

WHEREAS, Santa Fe recognizes that the Rate Tariff may be changed through a future rate review proceeding before the New Mexico Public Regulation Commission and desires to proceed with the LED Conversion Project subject to costs that may be assessed by the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement;

WHEREAS, the Company, acting in its capacity as a regulated public utility at all times material hereto, will complete the LED Conversion Project and shall charge Santa Fe for costs

associated with the completion of the LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective rights and obligations arising from and related to the LED Conversion Project.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. PNM's Duties and Obligations.

a. PNM shall contract with and pay third-party contractors to complete the LED Conversion Project.

b. PNM will direct its contractors to acquire the LED lights needed for the LED Conversion Project.

c. PNM will coordinate with its contractors to convert the Company's existing streetlights located within Santa Fe to LED lights by, among other things, providing to its contractors an LED Light Conversion Schedule that will help facilitate the timely completion of the LED Conversion Project.

d. PNM will endeavor to consider Santa Fe's input regarding the LED Light Conversion Schedule, which will set forth the different phases of the LED Conversion Project, organized by the neighborhoods where the conversion of Company- owned streetlights will occur.

e. PNM will direct its contractors to coordinate the appropriate disposal of the old streetlights which will be removed and converted during the LED Conversion Project.

f. PNM will make a good faith effort to complete the LED Conversion Project within 5 months of the signing of this Agreement.

g. PNM will charge Santa Fe for the costs associated with the completion of the LED Conversion Project on a monthly basis in accordance with the terms and conditions of the Rate Tariff and this Agreement.

h. PNM will charge to Santa Fe any depreciated value for those poles or lights that need to be permanently removed for this LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement.

2. The Company's Work Limits. Notwithstanding anything to the contrary in this Agreement, PNM shall make a good faith effort to perform its duties and obligations hereunder but shall have no obligation to perform those duties or obligations to the extent that: (i) such duties or obligations would violate the work hours and limitations required by the Company's collective bargaining agreements and procurement contracts with vendors; or (ii) PNM needs to reallocate personnel that would otherwise perform the duties and obligations to address emergencies or other system needs or outages, within and outside of New Mexico, arising from or related to PNM's electrical service obligations, in PNM's sole discretion.

3. Santa Fe's Duties and Obligations.

a. Santa Fe agrees to issue a Purchase Order to PNM for the completion of the LED Conversion Project, which memorializes in writing Santa Fe's request that PNM convert all Company-owned streetlights to LED lights within the City of Santa Fe in accordance with the Rate Tariff and this Agreement. PNM will share with Santa Fe certain information regarding Company-owned streetlights, if needed, so that Santa Fe can prepare the Purchase Order contemplated by this Agreement. Such information includes the number of Company-owned streetlights, the geographic location of Company-owned streetlights, and the types of Company-owned streetlights, categorized by light wattage.

b. Santa Fe agrees to include within the Purchase Order the following information: (i) the number of PNM-owned streetlights Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project; and (ii) the types of PNM-owned streetlights categorized by light wattage that Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project. Schedule "A" to this Agreement provides a breakdown of PNM's existing streetlights, categorized by light type and light wattage, and lists the Company's installation allowance for each LED operational substitute, per the terms and conditions of the Rate Tariff and Appendix "A" thereto.

c. Santa Fe acknowledges and agrees that all Company-owned streetlights subject to the LED Conversion Project will be replaced with the approved LED operational substitutes listed in Appendix "A" to the Rate Tariff. Santa Fe further acknowledges and agrees that it shall be responsible for all costs associated with the LED Conversion Project which exceed the installation allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads.

d. Santa Fe agrees to pay the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement.

4. Charges, Payment and Late Payments.

a. Subsection (I)(a) of the Rate Tariff states that, "[u]pon request from the Customer, the Company shall convert or install Company owned street lighting fixtures at its own expense up to the limits provided by the [Rate Tariff], with any remaining expenses being the responsibility of the Customer."

b. Subsection (III)(A)(1)(a) of the Rate Tariff states that, "the Customer shall pay all costs for ... [a]ny conversions of Company-owned Lights or Poles made at the request of the Customer, subject to the allowances set forth in [the Rate Tariff] ".

c. Article V of the Rate Tariff allows PNM to recover "payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities."

d. The Parties agree that Subsections (I)(a) and (III)(A)(1)(a) of the Rate Tariff allow PNM to charge Santa Fe for all costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff.

e. The Parties further agree that Article V of the Rate Tariff allows PNM to recover payment from Santa Fe relevant to the Company's depreciated investment for any lamp and/or pole associated with the removal of PNM-owned lighting facilities.

f. The Parties further agree that PNM shall charge Santa Fe for the costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff and the costs associated with the Company's depreciated investment in accordance with the terms and conditions of the Rate Tariff.

g. Santa Fe agrees to pay PNM for all costs associated with the LED Conversion Project which exceed the allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads. PNM anticipates the City's total estimated cost of the LED Conversion Project to be approximately \$421,185.00. **This is an estimate only, and shall be subject to true-up to the actual cost of the LED Conversion Project.** Nothing in this Agreement shall be interpreted as preventing PNM from billing the City in excess of this estimated amount, and nothing in this Agreement shall be interpreted as relieving the City of its payment obligations in the event the actual total cost of the LED Conversion Agreement exceeds this approximate amount.

h. All billing invoices submitted by PNM against Santa Fe's Purchase Order shall be paid by Santa Fe within 45 days after the date of receipt of the applicable

invoice, unless Santa Fe reasonably and in good faith disputes any invoiced amounts billed against the Purchase Order in accordance with the terms set forth in Section 5 (the "Disputed Amounts"). Except for Disputed Amounts, any amounts not paid after the 75th day following the date of receipt of the applicable invoice will bear interest at the annual rate of 8% or the highest rate allowed by law, whichever is lower, from such date to the date of full payment.

5. Payment Disputes. If Santa Fe disputes any invoiced amount for PNM's performance of the services contemplated herein, Santa Fe must give notice to PNM by the date that such invoiced amount is due and payable in accordance with Section 4(h), setting forth in reasonable detail the basis for the dispute. Upon Santa Fe timely giving notice of any Disputed Amount, the Parties shall refrain from pursuing any other rights or remedies at law or in equity with respect to such Disputed Amount until all commercially reasonable efforts to resolve such Disputed Amounts in accordance with Section 27 are pursued.

6. Taxes. If gross receipts taxes are payable with respect to the duties and obligations performed by PNM hereunder, Santa Fe will be responsible for reimbursing the Company for those gross receipts taxes.

7. Santa Fe's Representations and Warranties. Santa Fe represents and warrants to PNM that the following statements are true and correct as of the Effective Date of this Agreement:

a. There is no pending or threatened, suit, action, litigation, or proceeding against or affecting Santa Fe that affects the validity or enforceability of this Agreement.

b. Santa Fe is not in violation of any law promulgated or judgment entered into by any governmental authority that individually or in the aggregate would affect its performance of any of its obligations under this Agreement.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and Santa Fe's compliance with the terms and provisions hereof will not conflict with or result in a breach of, or require any consent under, Santa Fe's charter or other organizational documents, any law or regulation, or any order, injunction, or decree.

d. To the best of Santa Fe's knowledge, the information provided by Santa Fe relating to this Agreement and the LED Conversion Project is true, correct, and complete in every material respect and contains no untrue statement of material fact and does not omit a material fact that would otherwise make its statements contained in this Agreement misleading.

8. Term; Termination; Effect of Termination.

a. Term. Provided that this Agreement is not terminated earlier in accordance with the terms set forth in Section 8(6) hereof, the Term of this Agreement will be for twelve (12) months beginning on the Effective Date or until the completion of the LED Conversion Project, whichever occurs earlier (the "Term"). The 12-month Term does not modify or otherwise extend the City's obligation to timely pay PNM within 45 days after the date of receipt of PNM's billing invoices, as set forth in Section 4(h) of this Agreement.

b. Termination.

i. Termination for Convenience. Santa Fe may terminate this Agreement at any time during the Term for convenience by providing no less than 90 days ' prior written notice to PNM.

ii. Termination for Cause by Santa Fe. Santa Fe may terminate this Agreement immediately upon written notice to PNM upon the occurrence of any of the following circumstances:

A. PNM becoming insolvent or being unable to pay its debts in the ordinary course of its business; PNM filing a voluntary petition under applicable bankruptcy or other insolvency laws; a receiver being appointed for the business affairs of PNM; any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against PNM that is not dismissed within forty-five (45) days thereafter; PNM making an assignment for the benefit of creditors; or PNM liquidating or ceasing to do business as a going concern;

B. A material breach of this Agreement by PNM and such breach not being cured, to Santa Fe's reasonable satisfaction, within thirty (30) days following notice thereof;

C. The failure of PNM to comply with applicable law in all material respects with regard to its obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof; or

D. The failure of PNM to maintain the insurance requirements set forth in Section 20.

iii. Termination for Cause by PNM. PNM may terminate this Agreement pursuant to this Section 8(b)(iii) immediately upon written notice to Santa Fe upon the occurrence of any of the following circumstances:

A. Santa Fe becoming insolvent or being unable to pay its debts in the ordinary course; Santa Fe filing a voluntary petition under applicable bankruptcy or other insolvency laws; or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against Santa Fe that is not dismissed within forty-five (45) days thereafter;

B. A material breach of this Agreement by Santa Fe and such breach not being cured, to PNM's reasonable satisfaction, within thirty (30) days following notice thereof; or

C. The failure of Santa Fe to comply with applicable law in all material respects with respect to its respective obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof.

c. Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, (i) PNM shall discontinue the performance of all of its duties and obligations under this Agreement and shall prepare and deliver a final invoice for all amounts accrued for tasks performed that have not yet been invoiced to Santa Fe, (ii) and Santa Fe shall promptly pay PNM all unpaid amounts owed and not disputed under this Agreement within forty-five (45) days after the later of the effective date of termination or the date of the final invoice, (iii) each party shall either return or destroy (at the other party's election) the other party's Confidential Information (as such term is defined below), (iv) if either party is in default under this Agreement, the non-defaulting party may exercise any other remedies available at law or in equity, all of which will be cumulative, and (v) Sections 3, 4, 9, 10, and 14 will survive.

9. Release. Santa Fe releases and forever discharges PNM and its agents, personnel, officers, directors, managers, and affiliates from all claims, demands, actions and causes of action, including claims of indemnity or contribution, relating directly or indirectly to (a) the LED Conversion Project; (b) any damage to Santa Fe property, except for damage caused by PNM's negligence, gross negligence, or willful misconduct; (c) any loss or damage arising in connection with any violation of law or applicable safety codes or standards by Santa Fe in connection with the LED Conversion Project; and (d) the failed abatement, remediation, removal, or disposal of any Hazardous Materials (as such term is defined below) arising or resulting from the LED Conversion Project, unless such Hazardous Materials were furnished or used by PNM in connection with its performance of the duties or obligations under this Agreement and in compliance with applicable law.

10. Confidentiality.

a. Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to another party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential.

b. Protection. Recipient may use Confidential Information of Discloser solely (A) to exercise its rights and perform its obligations under this Agreement; or (B) in connection with the parties' ongoing business relationship. Recipient will not use or disclose any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary Information of a similar nature but with no less than reasonable care.

c. Exceptions. Recipient's obligations under Section 10 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (A) was already known to Recipient at the time of disclosure by Discloser; (B) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (C) is, or through no fault of Recipient has become, generally available to the public; or (D) was independently developed by Recipient without access to, or use of, Discloser's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11. Hazardous Materials. PNM shall have no responsibility for detection, abatement, remediation, removal or disposal of any substance, material, waste, gas or particulate matter, hazardous substance, pollutant or contamination that is regulated, listed, or identified under any law or that becomes regulated, listed, or identified under any law (collectively, "Hazardous Materials"), except for any Hazardous Materials furnished or used by PNM in connection with the performance of the Company's duties and obligations hereunder.

12. Regulatory Reporting and Cooperation. The parties acknowledge that PNM is regulated by the New Mexico Public Regulation Commission and may be regulated by other governmental agencies including the Federal Energy Regulatory Commission, and that PNM may have certain reporting requirements related to the Company's duties and obligations hereunder. Santa Fe shall maintain detailed and accurate records of the costs and activities related to the performance of its obligations under this Agreement and shall provide such records, together with

such other information or documents related to the LED Conversion Project as may be reasonably requested by PNM promptly upon request by PNM to the extent required in a regulatory proceeding. Santa Fe shall take such further actions and execute such further documents or instruments as may be reasonably requested by PNM that are reasonably related to PNM's regulatory compliance obligations with respect to the Company's duties and obligations hereunder.

13. Subcontractors. PNM may use subcontractors in the performance of the Company's obligations under this Agreement.

14. Inspection of Public Records. PNM acknowledges that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978) ("Act") is received for materials relating to this Agreement, and provided that such materials are not exempt under the Act ("Exempted Materials"), Santa Fe is required to disclose those records. Santa Fe shall make a good faith effort to determine what materials are Exempted Materials and to not disclose Exempted Materials. Santa Fe shall, unless prohibited under the Act, provide PNM with immediate notice before any disclosure to allow PNM an opportunity, within the Act's fifteen day deadline, to initiate legal action to prevent the release of trade secret, proprietary data, or confidential data, or any other materials that to a reasonable person could be considered Exempted Materials, should PNM wish to do so. Notwithstanding anything to the contrary herein, with the exception of the Exempted Materials, Santa Fe shall not be responsible to PNM for any lawful disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over Santa Fe.

15. Joint Preparation. This Agreement shall be deemed to be jointly prepared. No provision in this Agreement shall be interpreted for or against any party because that party or its counsel drafted such provisions.

16. Time of Performance. This Agreement shall commence upon PNM beginning the work contemplated herein. PNM will endeavor to complete the LED Conversion Project within 5 months of the signing of this Agreement.

17. Authorized Representatives. Each party shall designate and shall have designated at all times one representative authorized to act and administer this Agreement of behalf of the designating party (each, an "Authorized Representative") and shall provide to the other party and update, if necessary, the name, address, telephone number, e-mail address, facsimile, and any other pertinent contact information (collectively, "Contact information") for its Authorized Representative. A party may replace its Authorized Representative by written notice to the other party. If a party desires to designate any additional authorized representatives, it shall specify the nature of the communications for which each such representative is authorized to act on the designating party's behalf. The contact information for each of the Parties' current authorized representatives is set forth on Schedule "B" to this Agreement. Neither party's Authorized Representative shall have any authority to amend, modify, or waive this Agreement or any provision hereof, but the Authorized Representatives may provide information where expressly specified herein or to the extent reasonably necessary for the parties' respective performance of their obligations hereunder.

18. Appropriations. Notwithstanding any other provision of this Agreement, the terms and conditions of this Agreement are contingent upon the Santa Fe City Council making the appropriations necessary for the performance of this Agreement.

19. Independent Contractor. Neither PNM nor its employees are considered to be employees of Santa Fe for any purpose whatsoever. PNM is considered to be an independent contractor at all times in the performance of the services contemplated under this Agreement. PNM further agrees that neither it nor its employees are entitled to any benefits from Santa Fe under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of Santa Fe under the provisions of any merit system ordinance that may be now or hereinafter enacted or amended.

20. Insurance. Each party shall purchase and maintain insurance in accordance with such party's own internal policies and procedures. Each party shall provide proof of such insurance and renewals thereof upon request by the other party.

21. Compliance with Laws. Both parties shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments in connection with the performance of their respective duties and obligations under this Agreement.

22. Amendments. Any amendments to this Agreement shall be in writing and mutually agreed upon by the Parties.

23. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

24. Entire Agreement; Order of Precedence. This Agreement, including the Rate Tariff referenced above which has been incorporated herein by reference, contains the entire Agreement of the Parties relevant to the LED to Conversion Project and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. In the event of any conflict between the terms of this Agreement and the Rate Tariff, the Rate Tariff will control.

25. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

26. Venue. The parties agree that the courts of the State of New Mexico sitting in Santa Fe County, New Mexico, will have exclusive jurisdiction to hear any action or judicial proceedings with respect to this Agreement. The parties each agree not to raise any objection to venue or any defense of inconvenient forum to any action or judicial proceedings brought

by the other party or arising in connection with this Agreement brought in the aforementioned courts.

27. Dispute Resolution. If any question, dispute, difference, or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), then either party may provide written notice to the other together with a sufficiently detailed explanation of the notifying party's position with respect to the Dispute, and the Authorized Representatives of the parties shall meet promptly and shall diligently attempt in good faith to resolve the Dispute for a period of not more than five days (the "Initial Meeting "). If the Authorized Representatives are unable to resolve such Dispute during the Initial Meeting, then each party shall designate one agent authorized to bind such party or with settlement authority, and such designated agents shall meet within ten days following the end of the Initial Meeting, or at a time mutually agreed upon by the Authorized Representatives, to attempt in good faith to resolve the Dispute and produce written terms of settlement for the Dispute (a "Settlement Agreement"). A Settlement Agreement executed by each designated agent shall serve as conclusive evidence of the resolution of such Dispute. the designated agents do not produce and execute the Settlement Agreement within twenty days after the date of the first meeting of the designated agents or within a longer period agreed to by each designated agent, then either party may, upon written notice to the other party, pursue all of its rights and remedies provided at law or in equity or otherwise in this Agreement.

28. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceeding brought to enforce or interpret this Agreement. Each party acknowledges that it and the other party have been induced to enter this Agreement by, among other things, the mutual waivers and certifications in this Section.

29. Force Majeure. PNM shall not be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the Company and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, pandemic, war, terrorist activity, riot, civil disturbance, sabotage, inability to obtain permits, licenses, and authorizations from any local, state, tribal , or federal agency for any of the materials, supplies, equipment, or services required to be provided hereunder, fuel shortages, strikes or other labor disputes, delay associated with lack of skilled labor or resources in Santa Fe County, or restraint by court or public authority, any of which by exercise of due foresight PNM could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. PNM shall not, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require PNM to prevent or settle a strike or other labor disputes against its will. The Party whose performance hereunder is so affected shall immediately notify the other Party of all pertinent facts and take all reasonable steps to

promptly and diligently prevent such causes if feasible to do so, or to minimize or eliminate the effect thereof without delay. Santa Fe shall make no claim against PNM and hereby waives, releases and discharges any and all claims against the Company for additional compensation or Damages by reason of any delay or additional services due to a Force Majeure.

30. No Waiver. Nothing in this Agreement shall be construed as a waiver of either Party's legal rights, unless expressly addressed herein. Each party expressly reserves any legal rights and remedies to the extent that this Agreement is silent on a particular point.

31. Notices. Unless this Agreement specifically requires otherwise, any notice, demand, or request provided for herein or served, given, or made as contemplated hereby must be in writing and either (i) delivered in person, (ii) sent by email, (iii) sent by certified United States mail, postage prepaid, or (iv) sent by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the other party's Authorized Representative. Notice given by personal delivery, mail, or overnight courier pursuant to this Section is effective upon receipt (or refusal of delivery) by the other party's Authorized Representative. Notice given by email pursuant to this Section is effective if sent to the email address of the other party's Authorized Representative that is set forth on Schedule B, regardless of acknowledgement of receipt.


32. Relationship of the Parties. Nothing contained in this Agreement will be construed in any manner as creating an agency, partnership, joint venture or any other type of relationship between PNM and Santa Fe. Neither party will have, nor will such party hold itself out as having, any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever, contractual or otherwise, on behalf of or in the name of the other party or to bind the other party in any other manner whatsoever.

33. Construction. The headings of the Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including, without limitation."

34. New Mexico Tort Claims Act. Any liability in tort 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.

IN WITNESS WHEREOF, Santa Fe and PNM have executed this Agreement as of the date first written above.

CITY OF SANTA FE

By: 

Alan Webber
Mayor, City of Santa Fe, New Mexico

Attest:



Kristine Mihelcic (Apr 26, 2021 22:24 MDT)
Kristine Mihelcic, City Clerk
GB Mtg 04/14/2021
City Attorney's Office: 
Marcos Martinez

Marcos Martinez (Feb 11, 2021 14:58 MST)
Senior Assistant City Attorney

Approved for Finances:



Mary McCoy, Finance Director

PUBLIC SERVICE COMPANY OF NEW MEXICO

By: 

Todd Fridley February 19, 2021
Vice President, PNM New Mexico Operations

SCHEDULE "A"

AGREEMENT FOR THE CONVERSION OF STREETLIGHTS OWNED BY THE PUBLIC SERVICE COMPANY OF NEWMEXICO

PNM's Existing Streetlights by Wattage	Units of Streetlights by Wattage	Installation Allowances in 16 th Revised Rate No.20	LED Operational Substitutes Per Appendix A to 16 th Revised Rate No. 20
100W HPS	983	\$160.00	<u>Operational Substitute No. 1</u> ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERL1 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERL1 0 05B3 30 A GRAY,39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K
250WHPS	161	\$480.00	<u>Operational Substitute No. 2</u> ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K
400W HPS	62	\$1,040.00	<u>Operational Substitute No. 3</u> ATBL F MVOLT R3 NL P7, 259W, 4000K ERL2 0 28C3 40 A GRAY, 251W, 4000K VERDM-A04-D-U-T3-4N7-10MSP-AP, 247W, 4000K ATBL FM VOLT R3 3K NL P7, 259W, 3000K ERL2 0 28C3 30 A GRAY, 251W, 3000K VERDM-A04-D-U-T3-7030-4N7-10MSP-AP, 247W, 3000K ATBL F 480 R3 NL P7 XL, 259W, 4000K
175W MV	838	\$160.00	<u>Operational Substitute No. 1</u> ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERL1 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERL1 0 05B3 30 A GRAY,39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K

400WMV	13	\$480.00	<p><u>Operational Substitute No. 2</u></p> <p>ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K</p>
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SCHEDULE "B"

Authorized Representatives

The Contact Information for the Authorized Representatives is initially as follows:

Public Service Company of New Mexico

Derek Kastendieck
Large Construction Project Manager,
NMOPS Projects and Program Management
2401 Aztec NE
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505-249-3105

City of Santa Fe, New Mexico

Regina Wheeler,
Public Works Director
PO Box 909
500 Market St. Suite 200
Santa Fe, New Mexico 87504-0909
(505) 955-6622

2021 02 11 PNM LED Conversion Agreement Santa Fe (Final Clean) (PNM legal review 1.15.20)

Final Audit Report

2021-02-11

Created:	2021-02-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcA1KuloUI3CL2sTElpKb6UolTHfRAVqP

"2021 02 11 PNM LED Conversion Agreement Santa Fe (Final Clean) (PNM legal review 1.15.20)" History



Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-11 - 9:51:34 PM GMT



Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-11 - 9:58:59 PM GMT - Time Source: server- IP address: 174.56.49.116



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PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

16TH REVISED RATE NO. 20
CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

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APPLICABILITY: Applicable to any municipal corporation or other political subdivision within the State of New Mexico (for purposes of this Rate Schedule, "Customer") that receives service for streetlighting and floodlighting systems within all areas served by the company in New Mexico.

x
x
x

AVAILABILITY: Available within all areas served by the company in New Mexico.

A. Appendix A: Appendix A shall be a list of Company-owned LED streetlights that are operational substitutes for standard Mercury Vapor ("MV"), Low Pressure Sodium ("LPS") and High Pressure Sodium ("HPS") fixtures. Appendix A shall be publicly available on the Company's website and shall be updated periodically by the Company to reflect updates for operational substitutes currently available from suppliers.

x
x
x
x
x

B. Operational Substitute No. 1: Operational Substitute No. 1 shall be a Company-owned LED light identified in Appendix A to this tariff that is an operational substitute for the existing 175W MV, 55W LPS, 70W HPS and 100W HPS streetlight fixtures.

x
x

C. Operational Substitute No. 2: Operational Substitute No. 2 shall be a Company-owned LED light identified in Appendix A to this tariff that is an operational substitute for the existing 400W MV, 135W LPS, 200W HPS and 250W HPS streetlight fixtures.

x
x
x

D. Operational Substitute No. 3: Operational Substitute No. 3 shall be a Company-owned LED light identified in Appendix A to this tariff that is an operational substitute for a 400W HPS streetlight fixture.

x
x
x

MINIMUM CHARGE: Payment for lamps, standards, and lighting fixtures installed in accordance with the rates specified below.

TERMS OF PAYMENT: All bills are net and payable within twenty (20) days from the date of bill. If payment for any or all electric service rendered is not made within thirty (30) days from the date the bill is rendered, the Company shall apply an additional late payment charge as defined in Rate 16 Special Charges.

NET RATE PER MONTH OR PART THEREOF: The charge per month will be the sum of the applicable components of A, B, C, D, E, F and G. All monthly kWh listed for unmetered lighting assumes dusk-to-dawn operation at an average of 355.5 hours per month.

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BY Commission Order Case #16-00276-UT

Gérard T. Ortiz

Vice President, PNM Regulatory Affairs & Economic Development

GCG#524210

PUBLIC SERVICE COMPANY OF NEW MEXICO
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A. LIGHT CHARGE (for unmetered lights where maintenance is provided by the Company and included in the Monthly Charge):

Standard Light Type	Monthly kWh Usage	Monthly Charge (Company Owned)	Monthly Charge (Customer Owned)
<u>Mercury Vapor Lights (1)</u>			
175W MV	73	\$14.14	\$ 5.54
400W MV	162	\$21.47	\$12.30
<u>Low Pressure Sodium Lights (1)</u>			
55W LPS	28	\$12.70	\$ 2.13
135W LPS	63	\$17.13	\$ 4.78
<u>High Pressure Sodium Lights</u>			
70W HPS	31	\$10.95	\$ 2.35
100W HPS	45	\$12.02	\$ 3.42
200W HPS	89	\$14.99	\$6.76
250W HPS	107	\$17.29	\$8.12
400W HPS	165	\$21.70	\$12.53

(1) Service under this rate is restricted to those installations and customers receiving service as of August 21, 2011.

B. METERED SERIES STREET LIGHTING: For PNM owned and maintained metered lights, and customer owned metered lights where maintenance is provided by the Company and is included in the monthly charge.

Description	Monthly Rate (Company Owned (1))	Monthly Rate (Customer Owned)
Metered Lighting	\$0.1940070	\$0.0561839

(1) Service under this rate is restricted to those installations receiving service as of August 21, 2011.

C. COMPANY OWNED AND MAINTAINED LED LIGHTING, AND CUSTOMER OWNED AND MAINTAINED LIGHTING (for unmetered lights where maintenance is not provided by the Company and is not included in the Monthly Charge):

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Fixture Wattage Range				Monthly kWh Usage (1), (2)	Company Owned And Maintained Option for LED Lighting-Monthly Charge Per Unit	Customer Owned and Maintained Lighting-Monthly Charge Per Unit
(Wattage includes all ballast or driver losses (if applicable))					Monthly kWh Usage * (\$0.0561839 per kWh + \$0.1441851 per kWh)	Monthly kWh Usage * \$0.0561839 per kWh
0.0	to	10.0	Watts	3.6	\$ 0.71	\$ 0.20
10.1	to	20.0	Watts	7.1	\$ 1.42	\$ 0.40
20.1	to	30.0	Watts	10.7	\$ 2.14	\$ 0.60
30.1	to	40.0	Watts	14.2	\$ 2.85	\$ 0.80
40.1	to	50.0	Watts	17.8	\$ 3.56	\$ 1.00
50.1	to	60.0	Watts	21.3	\$ 4.27	\$ 1.20
60.1	to	70.0	Watts	24.9	\$ 4.99	\$ 1.40
70.1	to	80.0	Watts	28.4	\$ 5.70	\$ 1.60
80.1	to	90.0	Watts	32.0	\$ 6.41	\$ 1.80
90.1	to	100.0	Watts	35.6	\$ 7.12	\$ 2.00
100.1	to	110.0	Watts	39.1	\$ 7.84	\$ 2.20
110.1	to	120.0	Watts	42.7	\$ 8.55	\$ 2.40
120.1	to	130.0	Watts	46.2	\$ 9.26	\$ 2.60
130.1	to	140.0	Watts	49.8	\$ 9.97	\$ 2.80
140.1	to	150.0	Watts	53.3	\$ 10.68	\$ 3.00
150.1	to	160.0	Watts	56.9	\$ 11.40	\$ 3.20
160.1	to	170.0	Watts	60.4	\$ 12.11	\$ 3.40
170.1	to	180.0	Watts	64.0	\$ 12.82	\$ 3.60
180.1	to	190.0	Watts	67.5	\$ 13.53	\$ 3.79
190.1	to	200.0	Watts	71.1	\$ 14.25	\$ 3.99
200.1	to	210.0	Watts	74.7	\$ 14.96	\$ 4.19
210.1	to	220.0	Watts	78.2	\$ 15.67	\$ 4.39
220.1	to	230.0	Watts	81.8	\$ 16.38	\$ 4.59
230.1	to	240.0	Watts	85.3	\$ 17.10	\$ 4.79
240.1	to	250.0	Watts	88.9	\$ 17.81	\$ 4.99

(3)

(4)

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250.1	to	260.0	Watts	92.4	\$ 18.52	(5)	\$ 5.19
260.1	to	270.0	Watts	96.0	\$ 19.23		\$ 5.39
270.1	to	280.0	Watts	99.5	\$ 19.94		\$ 5.59
280.1	to	290.0	Watts	103.1	\$ 20.66		\$ 5.79
290.1	to	300.0	Watts	106.7	\$ 21.37		\$ 5.99
300.1	to	310.0	Watts	110.2	\$ 22.08		\$ 6.19
310.1	to	320.0	Watts	113.8	\$ 22.79		\$ 6.39
320.1	to	330.0	Watts	117.3	\$ 23.51		\$ 6.59
330.1	to	340.0	Watts	120.9	\$ 24.22		\$ 6.79
340.1	to	350.0	Watts	124.4	\$ 24.93		\$ 6.99
350.1	to	360.0	Watts	128.0	\$ 25.64		\$ 7.19
360.1	to	370.0	Watts	131.5	\$ 26.36		\$ 7.39
370.1	to	380.0	Watts	135.1	\$ 27.07		\$ 7.59
380.1	to	390.0	Watts	138.6	\$ 27.78		\$ 7.79
390.1	to	400.0	Watts	142.2	\$ 28.49		\$ 7.99

(1) Monthly kWh usage = Maximum Wattage in range x 355.5 hours per month / 1,000 Watts per kW.

For lights larger than 400W, the applicable usage and rate shall be the sum of the 390.1 - 400.0 Watts row in the table above plus a wattage range such that the resulting range encompasses the actual wattage of the light (Example: for a 600 Watt light, the applicable usage and charge is determined by adding the 390.1 - 400.0 Watts row and the 190.1 - 200.0 Watts row together, resulting in a 590.1 - 600.0 Watt Range with a monthly usage of 213.300 kWh.).

C.1 CUSTOMER OWNED AND MAINTAINED METERED LIGHTING: For Customer-owned metered lights (excluding B above) where maintenance is not provided by the Company and is not included in the monthly charge:

Description	Monthly Rates (Customer Owned)
Metered Lighting	\$ 0.0561839

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- D. POLE CHARGE: For company owned lighting attached to a dedicated street lighting pole.

<u>Description</u>	<u>Monthly Charge (Company Owned)</u>
Wood Pole	\$ 4.86
Non-Wood Pole	\$ 9.45

- E. FUEL AND PURCHASED POWER COST ADJUSTMENT: All kWh usage under this tariff will be subject to the Fuel and Purchase Power Cost Adjustment Clause ("FPPCAC") factors calculated according to the provisions in PNM's Rider 23.

The appropriate FPPCAC factors will be applied to all kWh appearing on bills rendered under this tariff.

- F. OTHER APPLICABLE RIDERS: Any other PNM riders that may apply to this tariff shall be billed in accordance with the terms of those riders.

- G. SPECIAL TAX AND ASSESSMENT ADJUSTMENT: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

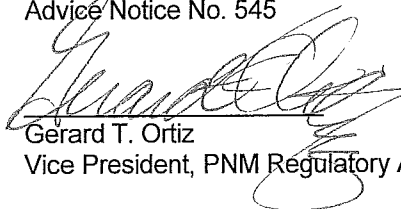
SPECIAL CONDITIONS:

- I. Installation and Ownership of Lighting Facilities:

- a) Company Owned Lighting Facilities-

Upon request from the Customer, the Company shall convert or install Company owned streetlighting fixtures at its own expense up to the limits provided by the Installation Allowance Table below, with any remaining expenses being the responsibility of the Customer. All lighting facilities shall be and remain the property of the Company.

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Company Owned Light & Pole Installation Allowances

High Pressure Sodium Lighting Facilities

70W High Pressure Sodium Street Light	\$ 920.00
100W High Pressure Sodium Street Light	\$ 920.00
200W High Pressure Sodium Street Light	\$ 880.00
250W High Pressure Sodium Street Light	\$ 980.00
400W High Pressure Sodium Flood Light	\$ 980.00
400W High Pressure Sodium Street Light	\$ 980.00

Light Emitting Diode ("LED") Lighting Facilities

Operational Substitute No. 1	\$ 160.00
Operational Substitute No. 2	\$ 480.00
Operational Substitute No. 3	\$ 1,040.00

Dedicated Streetlight Poles

Wood Pole	\$ 520.00
Non-Wood Pole	\$ 1,010.00

b) Customer Owned Lighting Facilities-

- i. The Customer shall be obligated to install its own streetlighting fixtures and poles at its own expense. The Company shall inspect and approve all Customer installed streetlighting prior to it being placed under this Rate.
- ii. If requested by the Customer, poles or fixtures may be installed by the Company or an agent approved by the Company. Customer shall pay the Company for all installation costs of the facilities where such installation is done by the Company or the Company's agent.
- iii. All facilities installed to provide electric service to customer owned streetlights under this tariff shall be and remain the property of the Company.
- iv. The Customer is required to provide specific performance data on the total energy consumption of each non-standard fixture installed.

II. Highway Signs:

No service to or maintenance of highway signs connected to the lighting system is included under this schedule.

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B. Customer-owned:

1. If requested by the Customer, Company agrees to make all repairs, alterations, fixture replacements or knock-downs replacements of Customer-owned Lights and Poles necessitated by accidents, vandalism, projectiles, thefts, acts of nature or existing or future laws or ordinances. The Customer shall pay all costs associated with such replacements.
2. Customer agrees to coordinate recovery efforts with Company in instances where Company has potential legal liability from claims of the parties responsible for Customer-owned Light and Pole damage.

The Company will, upon receipt of any information pertaining to the identity and circumstances of a knock-down or a copper theft associated with a Customer-owned Light or Pole, furnish to the customer a copy of that information.

X
X
X
X
X
X
X
X
X
X

IV. Operation and Maintenance:

A. Total Company-Owned System:

The Company will perform normal operation and maintenance of the lighting system which includes routine maintenance, repairs and fixture servicing including all spot lamp replacement required by faulty lamps.

Mandatory replacement of or alterations to working luminaire to bring them into compliance with existing or future laws or ordinances that are not otherwise specifically addressed by other provisions of this tariff will be performed by the Company at the expense of the customer.

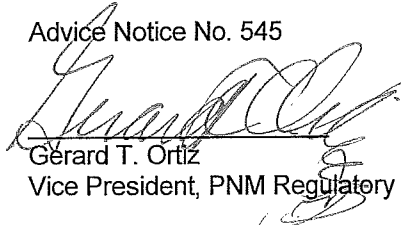
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It shall be the duty of the customer to report to the Company the failure of any lamp covered by the Rate to burn, or to burn adequately, and it shall thereafter be the obligation of the Company to at once restore such lamp to service subject, however, to the provisions of Special Conditions I, above and to subsequent provisions of this item as to replacements. Any lamp so reported as failing to burn, or to burn adequately, shall be replaced or repaired and returned to regular operation within seventy-two (72) hours from the time of notice of such failure to the Company. Pole hits and failures due to the loss of underground conductors or control equipment are excluded from the 72 hour requirement and shall be repaired as material availability and scheduling permits.

B. Total Customer-Owned System:

Page 1; Section A - "Light Charge (for unmetered lights where maintenance is provided by the Company and included in the Monthly Charge": Maintenance under this section includes faulty photoelectric cell replacement, faulty lamp replacement, faulty fixture fuse replacement, and

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incidental lens cleaning.

Page 2; Sections B - "Metered Series Street Lighting", and C - "Customer Owned and Maintained Lighting". Maintenance under these sections is the responsibility of the customer.

All other operation and maintenance, including traffic control costs and troubleshooting customer owned systems may be done by the Company at the request and expense of the customer. The Company will not stock maintenance items that are considered nonstandard by the Company for use in maintaining customer-owned lighting systems. Stocking of these nonstandard items is the sole responsibility of the customer.

V. Termination:

Service to any lamp installed hereunder shall be terminated by the Company upon receipt of thirty (30) days notice and coincident with such notice, payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities.

VI. In the event of a conflict between the terms of this rate schedule and any provision contained in the streetlighting contract in effect, the relevant terms of the rate schedule shall control.

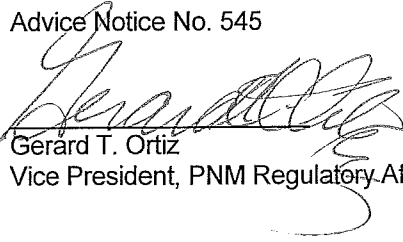
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Gerard T. Ortiz

Vice President, PNM Regulatory Affairs & Economic Development
GCG#524210



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Public Service Company of New Mexico Corporate Headquarters MS 0905 Albuquerque NM 87158 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Liberty Mutual Fire Ins Co	23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Assoc Electric & Gas Ins Serv Ltd -AEGIS	AA3190004
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570082027849**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EB2641444990020 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	EACH OCCURRENCE \$1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,500,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-444990-010	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XL5115009P Claims Made	06/01/2020	06/01/2021	EACH OCCURRENCE \$35,000,000 AGGREGATE \$35,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA764D444990030	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information purposes only

Certificate No : 570082027849

CERTIFICATE HOLDER**CANCELLATION**

Public Service Company of New Mexico Corporate Headquarters, MS 0905 Albuquerque NM 87158 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: PUBLIC SERVICE CO OF NM
DBA: PUBLIC SERVICE CO OF NM

Business Location: 414 SILVER AVE SW MS 1275
ALBUQUERQUE, 87102-3289

Owner: PUBLIC SERVICE CO OF NM

License Number: 225000

Issued Date: January 27, 2021

Expiration Date: January 27, 2022

CRS Number: 01-000050-000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

PUBLIC SERVICE CO OF NM
414 SILVER AVE SW MS 1275
ALBUQUERQUE, NM 87102-3289

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe, New Mexico

memo

Date: February 24, 2021

To: Fran Dunaway, Chief Procurement Officer

From: Regina Wheeler, Public Works Director *RW*

Subject: Exemption Determination Request 13-1-98 D

Public Works Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Agreement is between PNM and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

13-1-98. Exemptions from the Procurement Code.

D. purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection services;

Amount: \$421,185.00

Term: 1 year from execution of contract

Approved Exemption



Fran Dunaway (Mar 12, 2021 07:52 MST)

Fran Dunaway, Chief Procurement Officer



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** ☒ or **CONTRACT AMENDMENT** ☐

2 Name of Contractor Public Service company of New Mexico (PNM)

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$421,185.00

Termination Date: 12 Months from contract approval date

☒ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: LED Conversion of PNM Owned Streetlights

Amendment # _____ to the Original Contract# Munis 3202499

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

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

Amount \$ 421,185.00 of original Contract# 3202499 Termination Date: 12 Months from con

Reason: LED Conversion of PNM Owned Streetlights

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$421,185.00

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

RFP# _____ Date: _____



City of Santa Fe Summary of Contracts, Agreements, & Amendments

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other PRC Rate 20 Public Utility Agreement

- 6 **Procurement History:** One year contract for light replacement 13-1-98 D/purchases of publicly provided electricity services.
example: (First year of 4 year contract)


Fran Dunaway (Mar 12, 2021 07:52 MST)

Purchasing Officer Review

Comments or Exceptions: _____

- 7 **Funding Source:** 2018 GRT Bond Premium **BU/Line Item:** 3359980.572970


Alexis Lotero (Mar 10, 2021 18:02 MST)

Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

- 9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-795-2439

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Public Service Company of New Mexico (PNM)

Procurement Title: PNM Owned LED Streetlight Conversion Project

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒ PRC Rate 20 Utility

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

Department Requesting Public Works Staff Name Curt Temple

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>PRC Rate 20 Agreement Public Utility</u>

Curt Temple Project Administrator 2/23/2021

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


 Fran Dunaway (Mar 12, 2021 07:52 MST)

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

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









GB PWD PNM STREETLIGHT CONVERSION TO LED

Final Audit Report

2021-03-12

Created:	2021-03-04
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-jxqPAJhCdazWMsp-Sn8eSbzIx2SVicL

"GB PWD PNM STREETLIGHT CONVERSION TO LED" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-04 - 11:57:32 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-05 - 0:02:14 AM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-11 - 1:01:32 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:02:38 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-11 - 1:02:41 AM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-12 - 2:47:44 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 2:52:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-12 - 2:52:09 PM GMT

ACTION SHEET	
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021	
ISSUE NO. 8e Request for Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights in City Limits to LEDs for up to \$421,185.00 including NMGR. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622) Committee Review: Public Works and Utilities Committee: 3/8/21 Finance Committee: 3/22/21 Governing Body: 3/31/21	
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved Unanimously to forward to 3/22/2021 Finance Committee.	
SPECIAL CONDITIONS OR AMENDMENTS:	
STAFF FOLLOW UP:	

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

<p align="center">ACTION SHEET</p> <p align="center">ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21</p> <p align="center">FOR CITY COUNCIL MEETING OF 03/31/21</p>
--

f) Request for Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to Convert PNM Owned Street Lights in City Limits to LEDs for up to \$421,185.00 including NMGRT. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:

Public Works and Utilities Committee: 3/8/21

Finance Committee: 3/22/21

Governing Body: 3/31/21

FINANCE COMMITTEE ACTION:

Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

Signature:

Email:

GB 21-0152 PWD PUBLIC SERVICES CO OF NM

Interim Agreement Report

2021-04-23

Created:	2021-04-20
By:	Lailah Herrera (lherrera@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAq9IJPWYuVqIzIMJSAiMRHCnFnzuX_3EZ


Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.


"GB 21-0152 PWD PUBLIC SERVICES CO OF NM" History

 Document created by Lailah Herrera (lherrera@ci.santa-fe.nm.us)

2021-04-20 - 8:14:45 PM GMT- IP address: 63.232.20.2

 Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature


2021-04-20 - 9:11:15 PM GMT

 Email viewed by Mary McCoy (mtmccoy@santafenm.gov)

2021-04-22 - 4:26:04 PM GMT- IP address: 104.47.65.254

 Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)

Signature Date: 2021-04-22 - 4:36:31 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature

2021-04-22 - 4:36:34 PM GMT

 Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)

2021-04-23 - 3:49:32 PM GMT- IP address: 104.47.65.254

Signature: 
Geraldyn Cardenas (Apr 26, 2021 09:06 MDT)

Email: gfcardenas@santafenm.gov