

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: March 19, 2025
Subject: Request for Approval of a Professional Services Agreement with Laulea Engineering, LLC of Honolulu, HI, for Engineering Services for Customer Unloading Area Improvements at the Buckman Road Recycling and Transfer Station in the Amount of \$20,950

SUMMARY

The Agency is requesting the Board approve a Professional Services Agreement (Agreement) with Laulea Engineering, LLC of Honolulu, HI, for engineering services on improvements to the customer unloading area at the Buckman Road Recycling and Transfer Station (BuRRT).

The compensation of the Agreement through March 20, 2026 is \$20,950.

Funding is available from 810.100700 (Operating Fund Cash Balance).

BACKGROUND

The transfer station at BuRRT commenced operation in 1997. In 2024, over 87,600 customers tipped their waste inside the transfer station. The unloading (tipping) area has 15 spaces (metal curb stops) to guide customers when to stop. The elevated curb stops are six feet from the edge of the tipping floor with a nominal 28” drop. Because of that, customers tend to stop their vehicles/trailers when making contact with a curb stop, leaving them with little room to unload from the rear of the vehicle or trailer and sometimes with the tailgate hanging over the edge of the tipping floor. Furthermore, customers have been injured from tripping over the curb stops and landing on the concrete floor or falling onto the tipping floor when unloading too close to the edge of the tipping floor. Some injuries warranted medical attention.

Laulea Engineering will provide engineering services for improvements to the customer unloading area. The improvements will consist of safety railing and replacement of parking curb stops.

The engineering project will consist of the following improvements:

- Approximately 150 feet of safety railing is to be installed along the customer unloading area, between curb stops and the top of the tipping floor push wall. *(Note: a possible railing size is 4” in diameter and mounted on metal posts 40 inches high).*
- Removal of existing parking curb stops located six feet from the edge of the tipping floor and repair concrete floor at anchor locations.
- Installation of new replaceable parking curb stops. *(Note: a possible distance for the new curb stops is eight six feet from the edge of the tipping floor).*

The engineering services will include the following tasks:

- Engineering Design
 - Pre-final design drawings and technical specifications for Agency review.
 - Final drawings and technical specifications issued for construction, signed and sealed by a professional engineer registered in the State of New Mexico

- Bid Phase Services
 - Attendance of pre-bid meeting.
 - Bid proposal form and quantities.

- Services During Construction
 - Request for information (RFI) review and response.
 - Contractor submittal review and response.

ACTION REQUESTED

The Agency requests Board approval of a services agreement with Laulea Engineering, LLC for engineering services for \$20,950.

The Agency also requests approval of a budget increase to 8100851.510300 (Professional Services) from 810.100700 (Operating Fund Cash Balance) in the amount of \$20,950.

Attachment:

- 1) Budget Adjustment Request
- 2) Professional Services Agreement with Laulea Engineering, LLC

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ATTACHMENT 1
Budget Adjustment Request

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					3/19/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Professional Services	8100851	510300		20,950		
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				20,950	\$	-

Professional Services Agreement with Laulea Engineering, LLC of Honolulu, HI, for Engineering Services for Customer Unloading Area Improvements at the Buckman Road Recycling and Transfer Station

Cash is available in 810.100700

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
810	(20,950)
TOTAL:	(20,950)

Thomasina Chavez	3/19/2025	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i>
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>

ATTACHMENT 2

Professional Services Agreement

Laulea Engineering, LLC

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
LAULEA ENGINEERING, LLC
(Engineering Services - 2025)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2025, by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Laulea Engineering, LLC (“Contractor”) for engineering services pertaining to improvements to the customer unloading area at the Buckman Road Recycling and Transfer Station as described in Exhibit A and below.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty Thousand Nine Hundred Fifty Dollars and No Cents (\$20,950.00).

B. Compensation shall be paid only for services performed pursuant to the fee schedule outlined in the Scope of Services attached hereto in Exhibit A.

C. Contractor shall be responsible for payment of any applicable gross receipts taxes to the State of New Mexico on the sums payable under this Agreement.

D. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month.

E. Detailed invoices containing reimbursement expenses shall be itemized.

F. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for The Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 20, 2026, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. TERMINATION

A. The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval unless that information becomes public through no fault of Contractor, or is required to be disclosed pursuant to a court or administrative order. The Agency will identify that information which it considers to be confidential.

9. OWNERSHIP OF WRITTEN PRODUCTS

A. All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency. Contractor retains copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

B. Any reuse of reports, documents, or materials by Agency without written verification or adaptation by Contractor for the specific purpose intended will be at Agency's sole risk and without liability or legal exposure to Contractor or to Contractor's subcontractors.

10. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

11. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

12. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than \$1,000,000 for each claim.

D. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement.

Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

14. INDEMNIFICATION

Contractor shall indemnify and hold harmless the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

17. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor.

The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

20. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

23. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, as provided below, to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

CONTRACTOR: Doug Williams, P.E.
Director
Laulea Engineering, LLC
1127 11th Ave #302
Honolulu, HI 96816
Email: doug@lauleallc.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

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

24. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia
Chair, Joint Powers Board

Date:

ATTEST:

Andréa Salazar
Santa Fe City Clerk

CONTRACTOR:

Doug Williams, P.E.
Director
Laulea Engineering, LLC

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Scope of Services
for
Laulea Engineering, LLC

March 14, 2025

Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

Subject: ENGINEERING SERVICES FEE PROPOSAL
BUCKMAN ROAD RECYCLING AND TRANSFER STATION
CUSTOMER UNLOADING AREA IMPROVEMENTS

Dear Mr. Kippenbrock,

Laulea Engineering, LLC (Laulea) appreciates the opportunity to submit this proposal to Santa Fe Solid Waste Management Agency (SFSWMA) for engineering services pertaining to improvements to the customer unloading area at the Buckman Road Recycling and Transfer Station (BuRRT). Improvements will consist of safety railing and replacement of parking curb stops.

Proposed Project Description

The proposed project will consist of the following improvements:

- Approximately 150 feet of safety railing to be installed along customer unloading area, between curb stops and top of tipping floor push wall.
- Removal of existing parking curb stops and repair of concrete floor at anchor locations.
- Installation of new replaceable parking curb stops.

Proposed Scope of Work

The proposed scope of work includes the following tasks:

- Engineering Design
 - Pre-final design drawings and technical specifications for SFSWMA review.
 - Final drawings and technical specifications issued for construction, signed and sealed by a professional engineer registered in the State of New Mexico.
- Bid Phase Services
 - Attendance of pre-bid meeting.
 - Bid proposal form and quantities.
- Services During Construction
 - Request for information (RFI) review and response.

- o Contractor submittal review and response.

Assumptions:

- Drawings will consist of up to five (5) sheets and technical specifications will consist of up to two (2) sections.
- Design will be based on existing plans or AutoCAD drawings of BuRRT, provided by SFSWMA. No field site visit or survey will be performed by Laulea to obtain facility measurements, layouts, or other data and information.
- Pre-final design package will be submitted to review by SFSWMA. One (1) set of revisions based on SFSWMA review comments will be performed.
- No site visits or inspections will be performed by Laulea during design or construction.
- Laulea will attend one (1) pre-bid meeting virtually up to one (1) hour in duration. Agenda and meeting summary will be developed by SFSWMA.
- Laulea will develop a bid proposal form with quantities to be used during the bidding process.
- Laulea will review and respond to up to two (2) RFIs and up to two (2) contractor submittals during construction.
- Laulea will not be responsible for the development of any contract documents or general division specifications with the exception of construction drawings and technical specifications relevant to the design.
- Laulea will not be responsible for reviewing contractor's applications for payments.
- Invoices will be submitted at completion of each task outlined in Table 1, in accordance with instructions provided by SFSWMA and/or the City of Santa Fe.

Deliverables:

- Pre-final design drawings and technical specifications.
- Final drawings and technical specifications issued for construction.
- Completed bid proposal form with quantities.
- Completed submittal review forms.
- Completed RFI response forms.

Proposal Fee

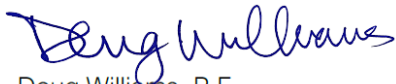
Laulea proposes a lump sum fee of **\$19,990** (excluding tax) for the aforementioned scope of work. A summary of the proposed fee by task is provided below in Table 1. Based on an out-of-state business gross receipts tax rate of 4.875%, estimated tax is approximately \$975.

Table 1. Proposed Fee by Task

Task	Fee
Design Services	\$15,940
Bid Phase Services	\$1,210
Services During Construction	\$2,840
Total	\$19,990

We hope to have the privilege and opportunity to provide our services to SFSWMA in collaboration for this project's successful completion. Should you have any questions or concerns, please do not hesitate to contact me by email at doug@lauleallc.com or by phone at 808.699.5865.

Sincerely,



Doug Williams, P.E.
Director
Laulea Engineering, LLC

ATTACHMENTS
Attachment A – Schedule of Fees

ATTACHMENT A - SCHEDULE OF FEES

	Professional: PE/PM Senior		Technical: Engineer VII		Technical: Engineer II		Administration Support		Total Hours	Line Item Fee Total
Staff										
Hourly Rates	\$ 250		\$ 180		\$ 128		\$ 36			
Task 1 - Design Services										
Subtask 1.1 - Design Drawings	10	\$ 2,500		\$ -	75	\$ 9,600		\$ -	85	\$ 12,100
Subtask 1.2 - Technical Specifications	6	\$ 1,500		\$ -	18	\$ 2,304	1	\$ 36	25	\$ 3,840
									Task Subtotal:	\$ 15,940
Task 2 - Bid Phase Services										
Subtask 2.1 - Bid Proposal Form & Quantities	1	\$ 250		\$ -	5.5	\$ 704	0.2	\$ 6	6.7	\$ 960
Subtask 2.2 - Pre-Bid Meeting	1	\$ 250		\$ -		\$ -		\$ -	1	\$ 250
									Task Subtotal:	\$ 1,210
Task 3 - Services During Construction										
Subtask 3.1 - Submittal Reviews	2	\$ 500		\$ -	7	\$ 896	0.7	\$ 24	9.7	\$ 1,420
Subtask 3.2 - Requests for Information	2	\$ 500		\$ -	7	\$ 896	0.7	\$ 24	9.7	\$ 1,420
									Task Subtotal:	\$ 2,840
Total Estimated Fee										
									Total	\$ 19,990