



The Purchasing Memo

Date: April 16, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: John Del Mar, Engineering Supervisor

Via: Jesse Roach, Public Utilities Department Director

Subject: Amendment to AECOM Professional Services Contract to Remove Fiscal Year Compensation Amount Limit

Vendor Name: AECOM

Munis Vendor Number: 3350

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment 1 to Contract Number 3204146 with AECOM for Professional Services. Amendment 1 removes fiscal year compensation amount limits and changes the total contract amount, not to exceed eight million dollars (\$8,000,000.00) including NMGRT.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204146.

BACKGROUND AND SUMMARY:

The Water Division requires contract flexibility regarding the amount needed to compensate our on-call contract vendors for their services in a given fiscal year.

The on-call services nature of the contract necessitates the city's ability to compensate the vendor without fiscal year amount limits. Necessary on-call professional services for various CIP projects vary each fiscal year. With the contract providing the same limit amount of compensation for each fiscal year over the four-year contract term, the amount may either exceed that which is needed or fall short of that needed to compensate on-call vendors for services.

The original contract date was August 14, 2023. The City Clerk's Item number is 23-0509.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 505395

Munis Object Name/Number: WIP Design / 572960

Budget Officer / Designee: Andy Hopkins

Date: 04/16/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP.

RFP #23/51/P On-call Engineering Services for Water Dams and Geotechnical Expertise

Chief Procurement Officer (CPO) / Designee:  _____ **Date:** 04/16/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: The vendor is on-call to work on various projects and will note the project ledger number on invoices specific to their work.

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

1. Amendment 1
2. Original Contract Packet
3. Certificate of Liability Insurance

Item #: _____
Munis Contract #: 3204146
Original Contract Item #: 23-0509
RFP #: 23/51/P

**CITY OF SANTA FE
AMENDMENT No. 1 TO
Professional Services Contract
ITEM # 23-0509**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 14, 2023 the ("Contract"), between the City of Santa Fe (the "City") and AECOM Technical Services Inc., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide professional engineering services.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to provide for payment of services based on available budget so that Article 3, paragraph A reads in its entirety as follows:

that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation based on available budget and not to exceed eight million dollars (\$8,000,000.00) including New Mexico Gross Receipts Tax (NMGRT) throughout the four-year term of this contract.

Article 3 paragraph B subparagraph 1 of the Contract is removed in its entirety.

2. CONTRACT IN FULL FORCE.


Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR: AECOM Technical Services

MAYOR ALAN WEBBER



NAME: John Sikora, P.E., D.WRE, CFM

DATE: _____

TITLE: AECOM Principal Water Resources Engineer

DATE: Mar 21, 2025

CRS # 02-450666-00-4
Registration # 229607

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Mar 21, 2025 08:58 MDT)

MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

**CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and AECOM, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2. E; and NMSA 1978, § 13-1-111;

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as an engineering firm rendering services related to Dams and Geotechnical engineering and general engineering for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four (4) years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work.**

A. The Contractor shall provide the following professional services-for the City:

1) **Professional Services**

The Contractor shall perform professional engineering services on an as-needed basis as directed by the City's representative. The Contractor shall have demonstrated specific expertise and experience in the areas of dam safety, design and construction, geotechnical and structural analysis; repair and rehabilitation and related infrastructure assessments; pipeline design and construction; field reconnaissance and surveys; water distribution and storage; water distribution and storage; water quality; wastewater; and water system improvements. Other required engineering services will include planning; water supply; water resource management; hydraulic and other modeling; well field operations; and construction management and or inspection services for a variety projects and utility work assignments to include Water and Sanitary Sewer Lines and Water Systems Facilities including dams and Wastewater Facilities. Engineering services shall meet the applicable requirements of the City and accepted industry standards and

practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, the following.

- Engineering services for design and construction
 - Dam safety, design and construction
 - Geotechnical and structural analysis
 - Field reconnaissance and surveys
 - Collecting field and other related data
 - Engineering design support and preparation of design documents and other technical specifications
 - Pipeline design and construction
 - Development of detailed construction cost estimates
- General engineering services for
 - Capital Improvements
 - Repair and rehabilitation related assessments
 - Upgrades and improvements
 - Third party design review
 - Procurement support for Capital Improvement Plan (CIP)
 - Bid phase support
- Water and wastewater treatment processes and engineering.
- Water resources studies for
 - Supply and demand management
 - Wellfield sustainability analyses
 - Water budget and geohydrologic modeling analyses
 - Permitting
- Permit related activities, compliance and litigation support
- Water utility management support for
 - Asset management
 - Water loss audit
 - Federal and State funding applications
- Construction Management including:
 - Project coordination during construction
 - Construction meetings and Site visits
 - Requests for information
 - Submittal reviews
 - change orders and Change directives
 - Record drawings
 - Render interpretations of design documents as necessary
 - Review Contractor's Submittals including record drawings for conformance with design documents
 - Respond to Requests for Information (RFI) related to the design submitted by the Contractor
 - Deliverables

2) Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Dam safety analyses
- Geotechnical and water infrastructure structural analyses
- Field reconnaissance and surveys
- Collecting field and other related data
- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects
- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order
- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements
- Develop a design and construction schedule
- Manage construction-phase projects assuring adherence to related deliverables timeline and regulatory requirements
- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support

3) General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints
- Address right of way and easement issues
- Updates and revisions to the water distribution and storage master plan, as needed
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements
- Water system design and operations, water demand analyses, system utilization, operation and reliability
- Bid phase Support including written responses to questions from plan holders on design drawings and specifications

4) Water and Wastewater Treatment Processes and Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes
- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, dams, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses
- Production well design, construction, testing and sustainable operations
- Water quality and treatment, blending and distribution
- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and Operating & Maintenance (O&M) costs

5) Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management; source protection; water resource management; permit compliance; and water system production, distribution and storage improvements
- Water budget analyses; water level monitoring; stream gaging and seepage studies; surface and groundwater interaction; and evapotranspiration calculations in support of water resource management studies
- Long range water supply plan (LRWSP) updates; drought management; new source of supply evaluations, system resiliency; supply and demand forecasting using decision analysis tool (WaterMAPS); 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool; and wastewater reuse, treatment and conservation plans
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations; Predictive simulation of groundwater flow, model development and calibration and model validation.
- Well design; well efficiency; well permitting; specific capacity and aquifer testing; sustainable well yield assessment; well redevelopment; well construction and repair; well permitting; and well siting
- Water supply prioritization; economics; availability and resiliency; and water supply infrastructure

6) Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications
- Inter-state compact compliance, permitting and accounting
- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights
- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance

7) Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management
- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations
- Support City pursuit of federal and state grant funding applications

8) Construction Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Project coordination during construction
- Construction meetings and Site visits
- Requests for information
- Submittal reviews
- Change orders and change directives
- Record drawings
- Render interpretations of design documents as necessary
- Review Contractor's Submittals including record drawings for conformance with design documents
- Respond to Requests for Information (RFI) related to the design submitted by the Contractor
- Deliverables

9) Project Management

The Contractor shall provide project management throughout the duration of a given project with regular communication and coordination with the City. Project management tasks shall include:

- Maintaining a project work plan, schedule, and budget
- Project description and summary of deliverables
- Project meetings to establish work plan including project team members and responsibilities, quality and document control process, and communication protocols
- Monthly progress/status reports
- Regularly scheduled status meetings with the City

- Regular engagement with project stakeholders
- Monthly invoicing
- Delivery of work products that have been thoroughly reviewed with an established QA/QC process

Meetings will be held in City offices or remotely (as circumstances dictate) as requested by the City.

The City may request the Contractor provide a proposal to complete a scope of work for select engineering projects as defined by the City. The scope of work will be defined as an Assigned Task Order that will establish the individual project scope, schedule, deliverables and cost. Task Orders will be negotiated and approved by the City Project Manager and Water Division Director.

- Project Task Orders: (1) Lump Sum Fee negotiated individually based on the contract rates, for each project and issued as a separate Purchase Order; or (2) Hourly Rate when the scope of services preclude reasonable estimates of time to complete. Contractor shall be required to submit detailed time records, documentation for other expenses, and such other evidence.
- The City will request a lump sum fee or hourly rate proposal for each project (Project Task Order). At its own expense, the Contractor shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Contractor's contract rates, for accomplishing the work. Each proposal prepared by the Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All proposals for Task Orders under this Agreement must reference the Agreement/Contract number on the proposal to confirm that the current contract rates were used in the preparation of the proposal. Proposals that include the Contractor's Terms and Conditions rather than those negotiated as part of the contract will not be accepted.
- Each Project Task Order will be reviewed and approved in writing by the City representative prior to Contractor initiating any work. The Contractor shall be responsible for conveying the information of Project Task Order to its employees, agents or subcontractors or sub-consultants. The Contractor shall be responsible for any work not expressly set out in any Project Order, but which may be reasonably implied for proper completion of the Project Order. The Project Task Order will clearly define the project schedule, meeting and reporting requirements.
- The Contractor shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the City's representative (Project Manager). The Contractor assumes all risk and financial liability for any services rendered without such proper authorization.
- Should additional services be requested beyond the scope of any executed Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.

- The Contractor's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.
- The successful Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Contractor or any employee, agent, or subcontractor of the Contractor under this Agreement. The Contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent's or subcontractor's designs, drawings, specifications, reports and other services.
- The Contractor must acknowledge that approval by the City of drawings, specifications, reports and incidental engineering work or materials furnished under the scope of work shall not in any way relieve the Contractor of their responsibility for the technical accuracy and adequacy of the work. The Contractor shall be and remain liable in accordance with applicable law for all damages to the City caused by the Contractor.
- All work must be done by or under the direct supervision of engineers and surveyors registered to practice in New Mexico.

The City is under no obligation to expend any amount of this funding and expenditures will be incurred on an as-needed basis to complete projects on the City's direction.

Specific deliverables, milestones, tasks, time sensitive reporting, data, plans, designs and or any other professional services request generated will made a part of specific Task Orders the City may assign the Contractor upon after execution of this Professional Services Agreement.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated in the attached Fee Schedule determined based on the personnel conducting specific Scope Of Work services and the hours indicated, and BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation not to exceed three million dollars (\$3,000,000.00) during the four-year contract term, excluding gross receipts tax. The New Mexico gross receipts tax 8.3125% levied on the amounts payable under this Agreement totaling two hundred forty-nine thousand three hundred seventy-five dollars (\$249,375.00), shall be paid by the City to the Contractor.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three million two hundred forty-nine thousand three hundred seventy-five dollars (\$3,249,375.00). This amount is a

maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the at the rates indicated in the attached Fee Schedule based on the personnel conducting the services and the hours indicated, seven hundred fifty-thousand dollars (\$750,000.00) per year for FY24, FY25, FY26 and FY27, based on the work performed. The New Mexico gross receipts tax levied on the amounts payable per year under this Agreement totaling sixty-two-thousand, three hundred forty-three dollars and seventy-five cents (\$62,343.75) shall be paid by the City to the Contractor.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2027 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole

liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

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

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any

claims for money due or to become due under this Agreement without the prior written approval of the City.

9. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. **Confidentiality.**

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

12. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. **Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. **Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to include the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Contractor shall procure and maintain all insurance required by applicable laws and shall provide the coverages and limits referenced herein. The insurance listed herein shall be considered a minimum requirement and is not intended to limit Contractor's indemnification obligations under this Agreement.

D. Contractor shall maintain the above insurance for the term of this Agreement and include the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

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

To the City:
Jonna Leigh Stack
City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87515

To the Contractor:

John Sikora, P.E., D.WRE, CFM
Principal Water Resources Engineer
DCS US West Water Business Unit
804 Colorado Ave, Suite 201
Glenwood Springs, CO 81601
john.sikora@aecom.com

28. Authority.

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

29. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

30. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure.


The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

34. City Data/Information.

City shall furnish information and technical data in City's possession or under its control reasonably required for Contractor's proper performance of the engineering services, which are the subject of this Agreement prior to Contractor's commencement of the work or at such other times as City and Contractor mutually agree. Contractor is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by Contractor may be expressly required as a defined part of the services. Contractor will not be responsible for defects in its services attributable to its reliance upon or use of such information and data.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: Aug 14, 2023

CONTRACTOR:


NAME: John Sikora, P.E., D.WRE, CFM
TITLE: AECOM Principal Water Resources
Engineer

CRS# 02450666004

Registration # 229607

DATE: 6/15/23

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB MTG 08/09/2023

XIV

CITY ATTORNEY'S OFFICE

Marcos Martinez

Marcos Martinez (Aug 7, 2023 15:43 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Aug 14, 2023 18:03 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.





City of Santa Fe, New Mexico


Memorandum



DATE: June 23, 2023

TO: Governing Body
Finance Committee
Public Works and Utilities Committee

VIA: John Dupuis, Public Utilities Department Director 
Jesse Roach, Santa Fe Water Division Director 

FROM: Jonna Leigh Stack, Project Administrator 

ITEM AND ISSUE:

Santa Fe Water Division Request for Approval of the four-year on-call engineering services Professional Services Agreement with AECOM Technical Services Inc. for Capital Improvements Program (CIP) projects in the amount of \$3,249,375; Request for Approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of \$3,249,375. Jonna Leigh Stack, jlstack@santafenm.gov, 505-955-4206

BACKGROUND AND SUMMARY:

The Santa Fe Water Division (WD) solicited proposals through a competitive bid process for an engineering firm to assist the WD with dam engineering and safety, geotechnical engineering, and with other engineering expertise to assist the WD in meeting CIP goals. The WD reviewed AECOM's proposal in response to the posted Request for Proposals and determined AECOM met all of the WD's needs. AECOM was the only engineering firm to provide a proposal for consideration and the WD finds it unnecessary to repost a solicitation as our experience with AECOM, and the proposal, both show this engineering firm provides exceptional work.

The WD has over \$100 million worth of CIP projects planned over the next five years. This level of expenditure is considerably higher than previous five-year periods due to several large projects including rehabilitation of our two watershed reservoir dams, and design and construction of the San Juan Chama Return Project Pipeline. Support from on-call engineering firms has been critical to the success of the WD, and will be especially critical over the proposed contract term. On-call engineering firms provide important expertise and support including the following.

- engineering design and critical third party review throughout CIP project lifecycles
- water and wastewater treatment process analysis and engineering
- water resource management and studies
- support in permitting, compliance, and litigation
- general utility management and engineering support
- construction and project management.

AECOM will perform professional engineering services on an as-needed, task-order driven basis as directed and managed by a City Utility Department representative.

PROCUREMENT METHOD:

RFP 23/51/P, On-call Engineering Services for Water Dams and Geotechnical Expertise

CONTRACT NUMBER:

Munis contract number is 3204146

FUNDING SOURCE: On call engineering PL# WTR1950501

Fund Name/Number: Water Enterprise Fund/500

Munis Org Name/Number: 5050395

Munis Object Name/Number: 572960

ACTION REQUESTED:

The Public Utilities Department respectfully requests your review and approval of the PSA with AECOM for on-call engineering technical services in the amount of \$3,249,375 and approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of \$3,249,375.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any): 23/51/P

Contractor: AECOM Technical Services Inc.

Procurement Method: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt

Description/Title: The City's Wastewater Division is looking to procure professional services for the design and construction phases for the Nichols and McClure Reservoirs and Dams.

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: July 1, 2023 Term End Date: June 30, 2028 Total Contract Amount: \$3,249,375

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: _____

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History:

JoAnn Lovato Montaño
JoAnn Lovato Montaño (Jul 10, 2023 08:59 MDT)

Jul 10, 2023

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: awarded via RFP

4. Funding Source: water enterprise fund 500

Andy Hopkins
Andy Hopkins (Jul 7, 2023 14:53 MDT)

Org / Object: 5050395,572970

Jul 7, 2023

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Jessica Chavez

Phone #: 505.819.8411

To be recorded by City Clerk: _____

Email: jjchavez@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: AECOM Technical Services Inc

Procurement Title: RFP 23/51/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting WasteWater Division Staff Name John Del Mar

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 checked="" type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input checked="" type="checkbox"/> | <input 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 type="checkbox"/> | <input type="checkbox"/> | Other: |

John Del Mar Engineer 06/15/2023

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

JoAnn Lovato Montaña Contracts Supervisor Jul 10, 2023

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

ITT Representative (attesting that all information is reviewed) Title Date

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

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 PUD/Water/CIP					DATE 6/23/2023	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Professional Services	5050395	572960	WTR190501	3,249,375		
Cash Balance for FY 25						
				3,249,375		
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 3,249,375	\$	-

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
On Call engineering services for Water Dams and Geotechnical Expertise	Fund Balance Increase/(Decrease)
	Fund(s) Affected
	500
	(3,249,375)
TOTAL:	(3,249,375)

Jessica Chavez Prepared By <i>(print name)</i>	4/6/2023 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Andy Hopkins</u> Andy Hopkins (Jul 7, 2023 14:53 MDT)	Jul 7, 2023
		CITY COUNCIL APPROVAL	Budget Officer	Date
		City Council Approval Date	Finance Director {≤ \$5,000}	Date
		Agenda Item #:	City Manager {≤ \$60,000}	Date


 John D. Willis (Jun 29, 2023 23:18 MDT)

Department Director Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2023

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com CN101348564-STND-GAUE-23-24		CONTACT NAME: Marsh U.S. Operations PHONE (Int. Bus. Ext.): 866-956-4664 FAX (Int. Bus. Ext.): 212-648-0633 E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com	
INSURED AECOM AECOM Technical Services, Inc. 7595 East Technology Way Denver, CO 80237		INSURER(S) AFFORDING COVERAGE	
04 2024		INSURER A - ACE American Insurance Company	NAIC # 22667
		INSURER B - N/A	NA
		INSURER C - Illinois Union Insurance Co	27960
		INSURER D - SEE ACORD 101	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: LOS-002694814-01 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.

INSUR LTR	TYPE OF INSURANCE	ADDL INSUR (INSR) (INSR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		HDO G47334275	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H10735531	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SEE ACORD 101	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	<input type="checkbox"/> ARCHITECTS & ENG. <input type="checkbox"/> PROFESSIONAL LIAB.		EON G21654853 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg \$ 2,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: AECOM Project # On Call 60703093; City of Santa Fe Water On Call RFP 23-59-P; For RFP/RFO Purposes.

City of Santa Fe their officials, officers, employees, and agents are named as additional insured for GL & AL coverage, but only as respects work performed by or on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER City of Santa Fe, New Mexico 200 Lincoln Avenue Santa Fe, NM 87501	CANCELLATION 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>Marsh Risk & Insurance Services</i>
---	--



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

BUSINESS REGISTRATION

Business Name: AECOM TECHNICAL SERVICES INC
DBA: AECOM TECHNICAL SERVICES
INC

Business Location: 150 WASHINGTON AVE
SANTA FE, NM 87501

Owner: AECOM TECHNICAL SERVICES INC

License Number: 229607

Issued Date: February 23, 2023

Expiration Date: February 23, 2024

CRS Number: 02450666004

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

AECOM TECHNICAL SERVICES INC
4840 COX RD
GLEN ALLEN, VA 23060

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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Signature: 

Email: jdroach@santafenm.gov












AECOM Technologies Inc Packet

Final Audit Report

2023-06-30


Created:	2023-06-23
By:	Jessica Chavez (jjchavez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAaVEOqRLrxKNPojP7nvEKyKaNuXArcWMAz


"AECOM Technologies Inc Packet" History

-  Document created by Jessica Chavez (jjchavez@ci.santa-fe.nm.us)
2023-06-23 - 10:16:25 PM GMT - IP address: 63.232.20.2
-  Document emailed to Jonna Stack (jlstack@santafenm.gov) for signature
2023-06-23 - 10:18:31 PM GMT
-  Email viewed by Jonna Stack (jlstack@santafenm.gov)
2023-06-23 - 10:18:47 PM GMT - IP address: 104.47.64.254
-  Signer Jonna Stack (jlstack@santafenm.gov) entered name at signing as Jonna Leigh Stack
2023-06-23 - 10:23:52 PM GMT - IP address: 75.161.227.209
-  Document e-signed by Jonna Leigh Stack (jlstack@santafenm.gov)
Signature Date: 2023-06-23 - 10:23:54 PM GMT - Time Source: server- IP address: 75.161.227.209
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2023-06-23 - 10:23:55 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2023-06-23 - 10:46:56 PM GMT - IP address: 104.47.64.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2023-06-23 - 10:47:50 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jedupuis@santafenm.gov for signature
2023-06-23 - 10:47:51 PM GMT
-  Email viewed by jedupuis@santafenm.gov
2023-06-25 - 11:04:00 AM GMT - IP address: 174.244.81.82
-  Email viewed by jedupuis@santafenm.gov
2023-06-30 - 5:16:39 AM GMT - IP address: 73.26.153.70



Powered by
Adobe
Acrobat Sign

 Signer jedupuis@santafenm.gov entered name at signing as John Dupuis
2023-06-30 - 5:18:24 AM GMT - IP address: 73.26.153.70

 Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2023-06-30 - 5:18:26 AM GMT - Time Source: server- IP address: 73.26.153.70

 Agreement completed.
2023-06-30 - 5:18:26 AM GMT










GB 550 AECOM

Final Audit Report

2023-07-10

Created:	2023-07-07
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQuJLW_XbKgAewI5T4KNap98NopFVs25U

"GB 550 AECOM" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-07-07 - 7:39:26 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-07-07 - 8:52:15 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-07-07 - 8:53:10 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature
2023-07-07 - 8:53:14 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-07-10 - 2:46:09 PM GMT- IP address: 104.47.65.254
-  Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as JoAnn Lovato Montaño
2023-07-10 - 2:59:13 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato Montaño (jdlovato@santafenm.gov)
Signature Date: 2023-07-10 - 2:59:15 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2023-07-10 - 2:59:15 PM GMT





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2025

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-25-26 08 2027	CONTACT NAME: Marsh U.S. Operations	
	PHONE (A/C. No. Ext): 866-966-4664	FAX (A/C. No.): 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: N/A		N/A
INSURER C: Illinois Union Insurance Co		27960
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: LOS-002777470-04 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G48971714	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H11370494	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C72792300 (AOS) SCF C72792312 (WI Retro)	04/01/2025 04/01/2025	04/01/2026 04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	<input type="checkbox"/> ARCHITECTS & ENG. <input type="checkbox"/> PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2025	04/01/2026	Per Claim/Agg \$ 2,000,000 Defense Included

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

RE: AECOM Project No: 04191978.2067. Client Ref No: 3204146. City of Santa Fe Water On-Call Contract 3204146 (previous COI issued as reference: AECOM Project # On Call 60703093, City of Santa Fe Water On Call RFP 23-59-P.

City of Santa Fe, their officials, officers, employees and agents are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
 City of Santa Fe Water Division
 801 W. San Mateo
 Santa Fe, NM 87505

CANCELLATION

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

Marsh Risk & Insurance Services

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