



Purchasing Memo

Date: June 24, 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 Carollo Professional Services Contract to Remove Fiscal Year Compensation Cap

Vendor Name: Carollo Engineers

Munis Vendor Number: 4411

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment 1 to Contract Number 3204172 with Carollo Engineers 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 3204172.

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 and throughout the term of the contract.

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 23-0513.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

Budget Officer / Designee: Andy Hopkins **Date:** 06/24/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP #23/61/P, On-call Engineering Services for Water and Wastewater Processes and Treatment

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montano Date: 06/24/2025

CPO Comment/Exceptions: Procured using NMSA 13-1-120 A&E. No cost considered. Based on budget available.

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: Josie Bolden Title: Controller Date: 06/24/2025

Comment/Exceptions: _____

ATTACHMENTS:

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

Item #:
Munis Contract #: 3204172
Original Contract Item #: 23-0513
RFP #: 23/61/P

**CITY OF SANTA FE
AMENDMENT No. 1 TO
Professional Services Contract
ITEM # 23-0513**

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 Carollo Engineers, 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:

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: Carollo Engineers, Inc.

MAYOR ALAN WEBBER



NAME: John Rehring

DATE: _____

TITLE: Vice President
DATE: 05/13/2025

CRS # 03-162628-00-9
Registration # 117760

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 13, 2025 14:55 MDT)

MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

3204172 Carollo Contract Amendment 1 - FINAL

Final Audit Report

2025-05-13

Created:	2025-05-13
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC7080wKL3ZgDyrqX6xHFC6OvttsPHBlw

"3204172 Carollo Contract Amendment 1 - FINAL" History

-  Document created by JULIE KENNY (jckenny@santafenm.gov)
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-  Document emailed to John Rehring (jrehring@carollo.com) for signature
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-  Document e-signed by John Rehring (jrehring@carollo.com)
Signature Date: 2025-05-13 - 8:50:42 PM GMT - Time Source: server- IP address: 4.30.76.138
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-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
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-  Agreement completed.
2025-05-13 - 8:55:03 PM GMT

Waiver of subrogation applies to general liability and auto liability where allowed by state law and as required by written contract. Contractual liability is included in the general liability subject to the policy terms, conditions and exclusions. The excess/umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions. Thirty (30) days' notice of cancellation by the insurer will be provided to the certificate holder, ten (10) days' notice in the event of nonpayment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured.	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured.	30

All other terms and conditions of this policy remain unchanged.

**NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.
Insurance Company Zurich American Insurance Company

WC 99 06 34

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2024
Exp. Date of Pol. 7/4/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-925-A CW (12/01)

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER

BAP 9730571

COMMERCIAL AUTO

CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Zurich American Insurance Company

Endorsement Effective Date: 7/4/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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 **CAROLLO ENGINEERS INC.**, 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 Contractor rendering services related to Water and Wastewater Processes and Treatment 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 use demonstrated expertise and experience in the areas of water and wastewater facilities; water quality and evaluations; recycled wastewater reuse; water distribution and storage. Other engineering services may 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 (SOW) for any one project may

involve some or all phases of project development and implementation which may include the following.

- Water and wastewater treatment processes and engineering
 - Recycled wastewater reuse
 - Water quality technical evaluations and treatment
 - Water and wastewater treatment systems, processes and improvements
- General engineering services for
 - Capital Improvements
 - Repair and rehabilitation related assessments
 - Upgrades and improvements
 - Third party design review
 - Dam safety
 - Procurement support for Capital Improvement Plan (CIP)
 - Bid phase support
- Engineering services for design and construction
 - Geotechnical and structural analysis
 - Field reconnaissance and surveys
 - Collecting field and other related data
 - Pipeline design and construction
 - Development of detailed construction cost estimates
 - Dam design and construction
 - Feasibility studies
- 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) 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 and wastewater treatment systems, processes and improvements; water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes
- Water quality and treatment, blending and distribution
- 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
- 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
- Production well design, construction, testing and sustainable operations

(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) Engineering Services for Design and Construction

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

- 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

(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

(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 SOW 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 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 SOW 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 rate of three million dollars (**\$3,000,000**) BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation not to exceed three million dollars (**\$3,000,000**), excluding gross receipts tax. The New Mexico gross receipts tax 8.3125% levied on the amounts payable under this Agreement totaling two hundred thousand, three hundred seventy-five dollars (**\$249,375**), 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, two hundred seventy-five dollars (\$3,249,275). 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 rate of approximately seven hundred and fifty-thousand dollars (\$750,000) per year for FY24, FY25, FY26 and FY27, based on the work performed. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$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 to 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. Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will at the City's sole risk and without liability or legal exposure to 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 a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

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, to the

extent 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.

The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, terminations or for professional negligence. Additionally, the Contractor shall not be responsible for acts or decisions of third parties, including governmental agencies, other than the Contractor's subcontractors, that impact project completion and/or success.

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 P. Rehring, PE

Senior Client Services Manager | Vice President

390 Interlocken Crescent, Suite 800 | Broomfield, CO 80021

O 303.404.6309 | C 303.489.0786

jrehring@carollo.com | carollo.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. Standard of Care.

The Contractor shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

35. City-Provided Information and Services.

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

36. Estimates and Projections.

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Contractor's opinions, analyses, projections, or estimates.

37. Services During Construction.

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment

or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Contractor's opinions, analyses, projections, or estimates.

38. Third Parties.

The services to be performed by the Contractor are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Contractor's services hereunder.

39. Access.

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

40. Existing Contract.

In accordance with NMSA 13-1-129 of Procurement Code Contractors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by the City of Santa Fe.

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

CITY OF SANTA FE:

CONTRACTOR:

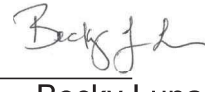
CAROLLO ENGINEERS, INC.



ALAN WEBBER, MAYOR



NAME John Rehring



Becky Luna

DATE: Aug 14, 2023

Vice President Senior Vice President
TITLE

DATE: July 17, 2023

CRS# 03-162628-00-9

Registration # 117760

ATTEST:

Kristine Bustos

KRISTINE BUSTOS MIHELICIC, CITY CLERK
GB MTG 08/09/2023 *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 17, 2023 08:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Aug 14, 2023 17:52 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050395.572960 PL# WTR1950501 *AH*

Org. Name/Org#.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204172

Contractor: Carollo Engineering Inc

Description: **on-call engineering services Professional Services Agreement with Carollo for Capital Improvements Program (CIP) projects**

Contract Agreement Lease / Rent Amendment

Term Start Date: July 1, 2023 Term End Date: June 30, 2027

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: Name Change from Sun Edison to Luminance

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

3. **Procurement History:** _____

 _____ Jul 20, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: 13-1-111 Competitive sealed proposals

4. **Funding Source:** _____ **Org / Object:** 505395.572960

Andy Hopkins _____ Jul 18, 2023
Andy Hopkins (Jul 18, 2023 15:04 MDY) _____ Date: _____

Budget Officer Approval: _____
Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

Issued Date: December 22, 2022

Expiration Date: December 22, 2023

CRS Number: 03-162628-00-9

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers Inc.

Procurement Title: 23/61/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 Public Utilities 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | Other: |

John Del Mar Engineer Supervisor July 10, 2023

Department Rep Printed Name (attesting that all information included) Title Date
[Signature] Chief Procurement Officer Jul 20, 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.



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Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: July 12, 2023
TO: Travis Dutton-Leyda, Chief Procurement Officer, City of Santa Fe
FROM: Jonna Leigh Stack, Procurement Manager
Public Utilities Department, Water Division
SUBJECT: Evaluation Committee Report, On-call Engineering Services
for Water and Wastewater Processes and Treatment
RFP # 23/61/P

In accordance with the Request for Proposals (RFP) #23/61/P for Public Utilities Department Water Division, four (4) responsive proposals were timely received from the following Offerors:

- Carollo Engineers (Carollo)
- HDR, Inc. and Subsidiaries (HDR)
- Molzen Corbin (Molzen)
- Wilson & Company (Wilson)

and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

John Delmar, Water Engineer, City of Santa Fe
P. Fred Heerbrandt, Wastewater Engineer, City of Santa Fe
Taylor Jurgens, Water Engineer, City of Santa Fe

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- May 10, 2023: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- May 17 – May 22, 2023: Evaluation Committee reviewed and scored proposals by specifications
- May 22, 2023: Evaluation Committee and Procurement Manager met to discuss proposals and scores
- May 25, 2023: Evaluation Committee selects contract awardee



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Section IV.B Technical Specifications

Section IV.B.1 Organizational Experience (420 Total Points)

	Carollo	HDR	Molzen	Wilson
Offeror Points	420	416.67	413.33	387.67

Organizational Experience

Offeror must:

(a) List and describe three (3) projects completed within the past five years demonstrating 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 quality; wastewater; and water system improvements as outlined in section IV.A. Scope of Work.

For all projects provide the following information:

- Project title, location and description
- Project costs
- Year performed services
- Project manager
- Services provided
- Project owner’s name
- Client contact person, address and phone number
- Type of contract (on-call or fixed scope)

b) Provide a detailed description of relevant corporate experience, specialized design and technical competence and experience, including that of all proposed subcontractors, with city or state government and private sector, particularly in projects similar to those discussed in this RFP and summarized in the Scope of Work (SOW) section.

Describe past record of performance, capacity, capability and qualifications to perform the work, including any specialized services, with respect to such factors as control of costs, quality of work and ability to meet schedules on contracts with government agencies or private industry. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of water conveyance, storage, dams, distribution systems, and the other specific City needs as described in the detailed SOW. Offerors must include a short narrative regarding their proximity to or familiarity with the City of Santa Fe.



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Past experience and understanding of the City water resources and management requirements, regulatory compliance obligations is also valued.

Include a short narrative the amount of design work if requested that would be produced by a New Mexico business and provide information regarding the volume of work previously done for the City which is not seventy-five percent complete with respect to basic professional design services.

c) Provide a brief resume/bio of all key personnel, including subcontractors, Offeror proposes to use in performance of the scope of work and include key personnel education, work experience, relevant/applicable certifications/licenses, and their experience in the following areas:

- Experience with publicly bid and managed projects, with emphasis on City projects
- Ability to interface with City staff, other public agencies, utility companies, contractors, and the public at large
- Knowledge of the City water supply, storage and distribution, and water system operations
- Knowledge of City regulatory obligations as they pertain to the water system operations and compliance
- Education, Certifications, and Professional contributions

* Key personnel are identified as employees and subcontractors who have essential duties relevant to the Scope of Work.

Evaluation Factor:

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s qualifications, experience, expertise and knowledge as demonstrated by previous experiences with the City or similar entities related to on-call engineering projects for water and wastewater and of personnel education, experience and certifications/licenses. Projects will be awarded up to 50 points each. The narrative of corporate experience will be awarded a maximum of 140 points based on thoroughness and relevancy. The experience of assigned personnel as described in resumes/bios will be worth up to 130 points based on individual extent of experience with the various elements of the SOW.

Comments:

Carollo

Carollo presented their experience providing on-call engineering services with municipal entities. The three examples presented were very similar to those expected under this SOW. They align well with the City’s needs. Each of the examples focused on municipal water and wastewater systems, all were described



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in excellent detail, and all were for customers in the South West region. It is clear this firm's practice and expertise are focused on water and wastewater.

The projects presented showed a great breadth of relevant experience including advanced Water Treatment Plant work, water distribution system and sewer collection system analysis and modeling. The proposal included all of this specification's requested information for each project. Carollo demonstrated with these examples that they are a well-rounded regional firm with considerable direct expertise for municipal projects. The range of projects presented as well as the qualifications of the team provided an excellent presentation of the firm's qualifications. The staff is large and talented with expertise to meet any water or wastewater task.

Carollo's description of corporate experience addresses each of the criteria for this specification. Carollo, as a company, and the key personnel identified, have strong experience with City's distribution system and hydraulic model, and wastewater treatment plant.

The proposal is thorough and clear in conveying their experience and staff resources. The narrative around Carollo's research group was intriguing and suggests strong innovation and unique project opportunities. The firm highlighted their willingness to bring in their expert staff when appropriate from around their company footprint to support City projects. There were no deductions from this section's possible points as all specification were thoroughly met and clearly communicated.

HDR

HDR's proposal presented a very good understanding of the City's water supply and issues. They presented three examples of projects that were described in sufficient detail to demonstrate a range of engineering skills relevant to the SOW and compatible with the City's needs.

The firm presented in a clear manner their experience providing on-call engineering services with municipal entities. HDR's corporate experience is well suited for on-call engineering and addresses the criteria for this specification. However, the proposal showed a limited knowledge of the City's water system operations, storage and distribution. The proposal did not include all of the required information for each project.

HDR's proposal presented a well-qualified team of key staff with a lot of experience in fields relevant to the SOW. The staff is large and talented with expertise for any water or wastewater task. Their proposal is thorough and clear in conveying their experience and staff resources.

Molzen

Molzen's proposal is thorough and clear in conveying the proposer's experience and staff resources providing on-call engineering services to municipal entities.

The firm provided three example projects relevant to the SOW and that reflect broad expertise that aligns well with the City's needs. Each of the projects presented were focused on municipal water and wastewater



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systems, and all were for customers in the South West region. These projects demonstrated a good breadth of experience. However, all of the required information was not provided for each project.

Molzen's description of corporate experience addresses each of the criteria for this specification. The qualifications of their team appear to be well-suited for the types of projects expected to meet the City's needs. The team is well-rounded and has sufficient direct expertise for most water or wastewater tasks. However, Molzen has a relatively small staff and given the size, scale and complexity of the work required, the staffing proved to be insufficient.

Wilson

Wilson has previous experience providing on-call engineering services to municipal entities and the proposal is clear in conveying their experience and staff resources, which is large and talented, with expertise for most water or wastewater tasks. The description of relevant corporate experience reflects a well-rounded and a qualified firm with considerable direct expertise required to meet the specifications of this section.

This firm included three projects and although the projects were related to water and wastewater, the projects focused almost entirely on rehab, design, replacement, and extension of water and wastewater distribution lines rather than water and wastewater treatment and other areas emphasized in the SOW. The proposal did not provide all of the required information for each project.

While the example projects reflect strong experience in water distribution system and sewer collection system design and replacement, they do not highlight a broad level of experience that covers several other topics included in the SOW. For example, the following key categories of work experience which were identified in the technical specifications of the RFP for Organizational Experience, were not described or only minimally described in this section of the proposal: water and wastewater treatment and facilities; water quality; recycled wastewater reuse; water supply; water resources management, and; well field operations.

As well, the proposal showed a limited knowledge of the City water and wastewater infrastructure/facilities. For these reasons, the firm received considerable deductions from the points available for this specification.

Section IV.B.2 Organizational References (120 Total Points)

	Carollo	HDR	Molzen	Wilson
Offeror Points	117.67	115.67	62	38.33

Organizational References

Specifications:



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Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX D, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. The business references must submit the Questionnaire directly to the designee identified in APPENDIX D. The business references must not return the completed Questionnaire to the Offeror. It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A Schedule of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factor:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

Comments:

Carollo

Three references responded and were very favorable toward Carollo with only very minor deductions from top scores. References included water and wastewater on-call services specifically related to the SOW.

All references gave high scores and feedback included predominantly “Excellent” ratings. One specific reference who has several on-call engineers at any given time noted that Carollo is one of their most trusted



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on-call firms with endless subject matter experts. The projects represented by the three references are relevant to the City's on-call SOW.

There is a minor deduction of points available based on a comment that one reference made in regard to what they said Carollo lacked.

HDR

Three references responded as required. The projects represented by the three references are relevant to our on-call SOW. References included water and wastewater on-call services. All references provided positive feedback with the majority of the scores being "Excellent."

One reference reflected being a satisfied customer with a few minor issues identified that related to work products and interaction with staff.

One reference noted that the HDR staff can be very busy, making it slightly more difficult to coordinate regular meetings and communication. Additionally, they noted that it can take time to get documents pushed through HDR's legal team.

For these reasons, HDR received minor deductions from the points available for this specification.

Molzen

Only two of the three requested references responded. The projects represented by the references were relevant to the City's on-call SOW. Only minor issues were recognized.

One reference noted that they had not worked with Molzen yet on any technical studies/reports. Otherwise, their feedback and ratings were strong, with predominantly "Excellent" ratings.

The other reference also had positive feedback and ratings, with predominantly "Excellent" ratings. However, they did note that it sometimes took several discussions to get to the essence of a problem.

Clear and quality communication is essential to the to the successful flow of work needed for the size and cost of projects expected under this RFP and points were deduction from the available points for this specification. And, while the references were positive, having provided only two references resulted in a considerable deduction from the available points for this specification.

Wilson

Only one reference responded. The project represented by the reference was relevant to our on-call SOW. The reference did reflect well on Wilson with only minimal room for improvement. They had positive feedback with ratings of predominantly "Excellent."

While the references were positive, having provided only one references resulted in a deduction from the available points for this specification.



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Section IV.B.3.a-f Mandatory Specifications (280 Total Points)

Mandatory Specifications

	Carollo	HDR	Molzen	Wilson
<u>Offeror Points</u>	276.67	276.67	271.67	273.33

Specifications:

Offeror must:

- a. Describe how the Engineering Firm’s approach will meet the particular needs of an on-call engineering services contract, with an emphasis on the ability to perform such services in accordance with the attached SOW in a timely and responsive manner.

- b. Provide an organization plan for management of the contract and how it can be accomplished using the requested organizational chart that shows the proposed relationships between the key team members and support staffs, including subcontractors, who are expected to participate on projects. The proposal must make clear which key personnel (including subcontractors) are assigned to certain tasks. The proposal must include a description of the overall approach highlighting how aspects of one task feed into other tasks through a project lifecycle.

- c. Present in narrative format the Engineering Firm’s expertise and program for implementing cost and schedule control measures at all stages of a project to include the Engineering Firm’s methods for controlling expenditures for labor hours, other direct costs, and all other costs associated with the SOW and associated with the basic services fee negotiated with the Professional Services Agreement (PSA). Describe the Engineering Firm’s cost estimating techniques relative to project management, engineering design, and construction oversight. Describe any project management application software programs used to monitor schedule, work-hour usage, and costs as a means of controlling total expenditures and maintaining schedule. Proposing Engineering Firm must present a past record of performance on selected projects with respect to such factors as estimation of project costs, control of costs, and ability to comply with critical schedules and budgets, and must describe how schedule and cost status will be communicated to the City throughout a project.

- d. Describe how Quality Assurance (QA) and Quality Control (QC) will be provided for the project. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your Engineering Firm has a structured QA/QC Program, describe it briefly and explain how it will be applied to a project. The proposal must highlight how the Offeror’s QA/QC program ensures



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complete and correct engineering design evaluations, specifications, drawings, cost control any other elements of this RFP SOW. Lastly, describe the quality control procedures the Engineering Firm will use to assure the accuracy and adequacy of the work that you and your subcontractors propose to perform.

e. Provide examples of on-call engineering services the Offeror has provided to the City or entities that are similar in nature specifically related to water resources and engineering applications. Relevant experience in water resources management of conjunctive surface and groundwater supply, distribution of water supply to meet baseload and peak demands, reuse of treated water and water supply and system optimization is required. The Engineering Firm's team shall have provided on-call engineering services for water purveyors that have a system similar to the City's in terms of water supply diversity and distribution system complexity.

f. Describe the Engineering Firm's qualified professional staff and expertise to perform the work and that describe how all professional subcontractors they intend to utilize to perform any work are qualified and possess the expertise to perform the work, including their project references for each demonstration of performance on prior projects. Resumes and biographies of proposed subcontractors must be included with those of the Offeror if known at the time of the Proposal submittal.

Evaluation Factor:

Points will be awarded based on the Engineering Firm's approach to meeting the SOW. The approach should address aspects of the SOW and show how the Offeror can match resources to tasks. Points awarded in this section will be associated with the relevancy and proximity to City of Santa Fe Water Division CIP projects and Strategic Plan.

The Evaluation Committee will be looking for a QA/QC program appropriate for a given task order and related scope, as well as how the Offeror's QA/QC program ensures complete and correct engineering design evaluations, specifications, drawings, cost control any other elements of this RFP SOW.

The Evaluation Committee will consider how key personnel (including subcontractors) are assigned to certain tasks. The Engineering Firm's approach to communicating with the City must be clearly presented and should demonstrate a flexibility to understand and adapt to the City's priorities. A Design task order must result in high quality design drawings and specifications sufficient for construction.

Comments:

Carollo

Carollo described a task-order approach to the RFP matching the City's needs for an on-call contract and important for project management.



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The proposal presented a well-described organization plan for management of the contract and how it can be accomplished.

The resumes and biographies presented a well-qualified staff with subject experts having broad expertise relevant to the SOW. However, the proposal provided a limited narrative in this section on items e) Examples of on-call engineering services and f) Describe the engineering firm's qualified professional staff and expertise. Points were deducted from those available for this reason. There is a minor deduction from the available points for this reason. Overall, the team seems very well-suited to the City's anticipated type of projects. There is no mention of subcontractors.

The proposal includes a robust QA/QC program, including an approach that assures that all comments from the client are addressed and a record of their resolution is kept.

Carollo demonstrated they have helpful, practical tools/software to help with items like the QA/QC program, project management, cost and schedule controls and action item/decision tracking. This is reflected in the fact that they have a very low construction change order record of less than 2% of overall construction cost – compared to 4-5% as the industry average.

HDR

HDR presented a significant staff pool from which they can pull subject experts to work on tasks requested relevant to the SOW. The staff team are qualified and well-suited for the type of projects expected. Potential subcontracting firms were provided with related bios.

This firm presents a robust QA/QC program, including an approach that assures that all comments from the client are addressed and a record of their resolution is kept. QA/QC, cost and schedule controls, and an overall management plan.

HDR described a task-order approach to the RFP that matched the City's needs for an on-call contract which is very helpful for project management.

The organization of the proposal for this section was a difficult to follow. For example, multiple project management-related topics were split into separate sections with a seemingly unrelated cost control section in between; there was no designated section for "Organization Plan" and: one figure related to construction cost was on a separate page than the cost-related narrative. And, where providing examples of on-call engineering services, one project example they included was performed by a sub-consultant rather than directly by HDR.

However, the narrative discussion on the construction costs very insightful and detailed.

Molzen

Molzen described a task-order approach to the RFP that matched the City's needs for an on-call contract. The proposal includes a quality QA/QC program, cost and schedule controls, and an overall management plan. Molzen's narrative for this section reflected a lot of experience in New Mexico communities.



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The team seems well-suited to the City's type of projects expected within the SOW. While this firm presented a limited staff pool from which they can pull subject experts, the staff is well-experienced. Potential subcontracting firms were provided with related bios.

The proposal had a limited narrative and examples on hydraulic modeling of water systems, which is very important as it is a growing component of the City's water system and is a key element described in the RFP. The insufficient detail resulted in a deduction of points.

Wilson

Wilson presented a qualified staff of subject experts to work on projects related to the SOW. The proposed staff seem well-suited for the City's needed type of projects. Potential subcontracting firms were provided with related bios.

Wilson described a task-order approach to the RFP that matches the City's needs for an on-call contract. The proposal includes a strong QA/QC program, cost and schedule controls, and an overall management plan.

However, example projects described in this section were primarily for small utilities with perhaps less complexity and scale than the City's system. Further, Wilson has limited work experience with the City's water and wastewater systems. For these reasons, deductions from the available points for this specification were applied.

Section IV.B.4 Desirable Specifications (120 Total Points)

Desirable Specifications

	Carollo	HDR	Molzen	Wilson
<u>Offeror Points</u>	116.67	113	120	108

Specifications:

Offerors may:

- a. present in a narrative format a description of up to three (3) additional projects similar to the SOW described herein and relevant to the City's needs.

Evaluation Factor:

Points will be awarded based on the number of projects similar to the SOW provided and the relevancy to the City's needs. Each additional project will be awarded a maximum of 40 points.

Comments:



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Amanda Chavez, District 4

Carollo

Carollo provided three additional project examples. These examples succeeded in further expanding on the firm's breadth and depth of experience and expertise relevant to the SOW. The projects were described with an appropriate level of detail and included services for wastewater process design and wastewater reuse, a key element in the RFP. However, the overall scale of the projects was hard to determine without cost and project duration information. Based on the description of this specification, this lack of detail resulted in a minor deduction.

HDR

HDR provided three additional project examples, that included an on-call services project for facility planning, wastewater process design, and wastewater reuse, all specifically included in the RFP's SOW. However, while the projects were relevant, details were limited, which made it difficult to fully understand the scope of HDR's roles in the projects. One of project examples described included a limited and vague discussion about tasks that relate to the SOW. Another example was relevant to the scope of work but reflected relatively small, simple tasks. Based on the description of this specification, this lack of detail resulted in a minor deduction.

Molzen

Molzen presented three additional projects with sufficient and clear detail to show relevancy to City's needs. These projects clearly demonstrated their breadth of experience in wastewater process, analysis and reuse, and design work throughout New Mexico. These are key elements in the RFP's SOW.

Molzen received full points having met the full description of this specification.

Wilson

Wilson provided three additional projects, including services for wastewater process design and wastewater reuse, relevant to the City's needs. However, the descriptions were too brief and did not capture the scale of Wilsons involvement.

Two projects included limited narrative about the projects and appeared to be relatively small in scale compared to the City's system.

One project description included a detailed discussion of relevant experience related to wastewater treatment facility design and improvements. However, the overall limited information presented for the projects was insufficient based on the description of this specification.



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Alan Webber, Mayor

Councilors:

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- Renee Villarreal, District 1
- Michael J. Garcia, District 2
- Carol Romero-Wirth, District 2
- Lee Garcia, District 3
- Chris Rivera, District 3
- Jamie Cassutt, District 4
- Amanda Chavez, District 4

Section IV.C.1 Financial Stability (Pass or Fail)

Carollo, HDR, Molzen and Wilson each provided the requested financial stability documents and received a PASS for this section.

Section IV.C.2 Performance Surety Bond (Pass or Fail)

Carollo, HDR, Molzen and Wilson each concurred their firm has the ability to secure a Performance Surety Bond in favor of the Department and received a PASS for this section.

Section IV.C.3 Letter of Transmittal (Pass or Fail)

Carollo, HDR, Molzen and Wilson each completed and provided the required Letter of Transmittal and received a PASS for this section.

Section IV.C.4 Campaign Contribution Disclosure Form (Pass or Fail)

Carollo, HDR, Molzen and Wilson each completed and provided the required campaign contribution disclosure form and received a PASS for this section.

Section IV.C.5 Oral Presentation

Oral Presentation

	Carollo	HDR	Molzen	Wilson
Offeror Points	60	60	60	60

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factor:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the



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proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. If no Oral Presentations are held, all Offerors will receive the maximum number of total points for this Evaluation Factor.

Comments:

The Evaluation Committee awarded the full 60 points to Carollo, HDR, Molzen and Wilson each as oral presentations were not requested.

Section IV.C.6 Local Preferences (60, 30, 0Total Points)

Local Preferences

	Carollo	HDR	Molzen	Wilson
<u>Offeror Points</u>	0	0	0	0

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally, when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

Local Preference Qualification

1. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
2. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

Evaluation Factor:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.



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Comments:

Not one of the proposers provided the required resident preference certificate. Therefore, neither Carollo, HDR, Molzen or Wilson received the allotted points for either preference.



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**On-call Engineering Services
For Water and Wastewater Processes and Treatment**

RFP # 23/61/P Evaluation Summary

	Carollo	HDR	Molzen	Wilson
Section IV.B.1.a Organizational Experience (420 Points)	420	416.67	413.33	387.67
Section IV.B.2 Organizational References (120 Points)	117.67	115.67	62	38.33
Section IV.B.3 Mandatory Specifications (280 Points)	276.67	276.67	271.67	273.33
Section IV.B.4 Desirable Specifications (120 Points)	116.67	113	120	108
Section IV.C.5 Oral Presentation (60 Points)	60	60	60	60
Section IV.C.6 Local Preferences (0, 30, 60 points)	0	0	0	0
TOTAL POINTS AWARDED	991.01	982.01	927	867.33

Evaluation Committee Recommendation

Based on the Evaluation Committee’s evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the **On-call Engineering Services For Water and Wastewater Processes and Treatment, RFP# 23/61/P**, to Carollo.



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- Lee Garcia, District 3
- Chris Rivera, District 3
- Jamie Cassutt, District 4
- Amanda Chavez, District 4

Committee Signature Approval

John Del Mar

John Del Mar (Jul 12, 2023 16:55 MDT)

John Del Mar
Evaluation Committee Member

Jul 12, 2023

Date

P. Fred Heerbrandt, P.E.

P. Fred Heerbrandt, P.E. (Jul 13, 2023 06:50 MDT)

Fred Heerbrandt
Evaluation Committee Member

Jul 13, 2023

Date

Taylor Jurgens

Taylor Jurgens (Jul 13, 2023 07:56 MDT)

Taylor Jurgens
Evaluation Committee Member

Jul 13, 2023

Date

Jonna Leigh Stack

Jonna Leigh Stack (Jul 13, 2023 08:19 MDT)

Jonna Leigh Stack
Procurement Manager

Jul 13, 2023

Date

Finance Director Signature Approval

[Signature]

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe

Jul 13, 2023

Date

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 7/13/2023
---	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
WIP Design	5050395	572960	WTR190501	3,249,375	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

	\$ 3,249,375	\$ -
--	--------------	------

Increase from Water Enterprise Cash Balance for FY 2024

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
505	(3,249,375)
TOTAL:	(3,249,375)

Maya Martinez Prepared By {print name}	7/13/2023 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Andy Hopkins</u> Andy Hopkins (Jul 18, 2023 15:04 MDT)	Jul 18, 2023 Date
Division Director Signature {optional}	Date	<u>CITY COUNCIL APPROVAL</u> City Council Approval Date	Budget Officer	Date
Department Director Signature	Date	Agenda Item #:	Finance Director {≤ \$5,000}	Date
			City Manager {≤ \$60,000}	Date







City of Santa Fe, New Mexico Memorandum



DATE: July 17, 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: John Del Mar, Engineer Supervisor 
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 Carollo 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. Carollo was among four engineering firms responding to the posted Request for Proposals The WD reviewed Carollo's proposal and determined they met all of the WD's needs.

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 and Carollo's work would include the following.

- Water and wastewater treatment processes analysis and engineering
- Recycled wastewater reuse
- Water quality technical evaluations
- Water and wastewater treatment systems, processes and improvements
- Construction management and inspection for water and sanitary sewer lines
- Engineering design and critical third-party review throughout CIP project lifecycles
- General utility management and engineering support
- Construction and project management

Carollo 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 23/61/P, On-call Engineering Services for Water and Wastewater Processes and Treatment

CONTRACT NUMBER:

Munis contract number is 3204172.

FUNDING SOURCE:

Fund Name/Number: On call engineering PL# WTR1950501

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 Carollo 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.

Signature: *Jonna Leigh Stack*

Email: jlstack@ci.santa-fe.nm.us

Signature: *John Del Mar*

Email: jpdelmar@santafenm.gov

GB 550 CAROLLO OC

Interim Agreement Report







2023-07-19

Created:	2023-07-18
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAaWV1FeTUwtPEMudTjZzODWwXfmKbT9Dico

Agreement History

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

"GB 550 CAROLLO OC" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-07-18 - 8:56:17 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-07-18 - 8:59:59 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-07-18 - 9:03:50 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-07-18 - 9:04:27 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature
2023-07-18 - 9:04:30 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-07-18 - 9:31:52 PM GMT- IP address: 63.232.20.2






GB 550 CAROLLO OC (1)

Final Audit Report

2023-07-20

Created:	2023-07-19
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoDlgoHOsNhLCI5flN8bDUe1ohMnJ-gZ

"GB 550 CAROLLO OC (1)" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-07-19 - 11:00:28 PM GMT - IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2023-07-19 - 11:02:42 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-07-19 - 11:03:52 PM GMT - IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2023-07-20 - 3:09:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2023-07-20 - 3:09:58 PM GMT

3204172 Carollo Contract Amendment 1 Memo

Interim Agreement Report

2025-06-05

Created:	2025-06-05
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Draft
Transaction ID:	CBJCHBCAABAAadxfrbunE2bxz1f6SiAhRob5ffSqSjf1

Agreement History

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

"3204172 Carollo Contract Amendment 1 Memo" History

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