



City of Santa Fe, New Mexico

Memorandum



Date: December 17, 2024

To: Governing Body

From: Michael Dozier, Wastewater Division Director ^{MD}
Steven Walker, Emergency Program Manager JSW
JSW

Via: John Dupuis, Public Works Director JD
JD

Re: Request for Approval of a BAR \$4,109,145 for Wastewater

Item and Issue

Request for Approval of a Budget Amendment Resolution emergency (BAR) in the Total Amount of \$4,109,145 from Public Utilities Cash Balance for Repair and Maintenance to Fund a Construction Contract with AAC Construction to support the WWTP with various problems and solutions to bring the WWFT into compliance.

Background and Summary

The Public Utilities Department respectfully requests your review and approval of an Emergency Determination BAR approval to support the WWTP with various problems and solutions to bring the WWFT into compliance in the total amount of \$4,109,145. The emergency contract for this BAR was approved by the Mayor on December 11, 2024, and the BAR was forgotten in the packet and the memo.

Recommended Action

Please approve the BAR to Fund the AAC Contract to support the WWTP with various problems and solutions to bring the WWFT into compliance.

Date: November 26, 2024

To: Mayor Alan Webber and Governing Body
Finance Committee, Public Works and Utilities Committees

From: Steven Walker, Emergency Procurement Program Manager

Via: John Dupuis, Public Utilities Department Director

Subject: AAC Emergency Amendment 1 – Construction Contract 3204639

Vendor Name: A.A.C. Construction, LLC

Vendor Number: 7958

ITEM AND ISSUE:

Public Utility Department respectfully requests your review and approval of an Amendment #1 to 3204639 with A.A.C. Construction, LLC for a Construction Contract. Amendment #1 increases the amount of compensation to support the WWTP with various problems and solutions to bring the WWFT into compliance by \$4,109,144.16 and not to exceed total compensation of \$6,574,981.20 for a term of 2 years.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204639.

BACKGROUND AND SUMMARY:

The amendment with A.A.C. Construction, LLC adds to the work already performed for the emergency procurement. When contract 3204639 was originally written, a number of actionable items were quickly determined to help return the Paseo Real Wastewater Reclamation Facility (PRWRF) to compliance from violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387) posed in Administrative Order Docket CWA-06-2024-1765. The contract and determination were approved by the City of Santa Fe Counsel, Mayor and Clerk on 12 April 2024. After Hazen and Sawyer's (contract #3204638) assessment of the facility, a number of other emergency items were identified.

These are listed as follows:

- 1) Installation of metering manholes and vaults for non-potable water
- 2) Installation of instrumentations and controls
- 3) Fabrications and metal installations, including welding operations
- 4) Acquisition of mechanical parts and supplies
- 5) Acquisition of building materials for structures
- 6) Transportation and deliveries
- 7) Building of minor concrete structures
- 8) False work for temporary structures
- 9) Moving of dry soils and aggregates
- 10) DAF building support to get pumps and electrical working
- 11) Various hardware and fasteners to keep things together
- 12) SCADA telemetry electrical support in various buildings

- 13) Minor building modifications as necessary to accommodate the administrator's/engineer's requirements
- 14) Aeration equipment assembly, installation, and power supply
- 15) Heavy equipment support as necessary to accommodate the various tasks.

The original action items were quickly and efficiently dealt with to get the PRWRF into compliance. These new tasks work toward keeping the PRWRF in compliance.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

Chief Procurement Officer (CPO)/Designee Approval: *Theresa* **Date:** Nov 26, 2024

CPO Comment/Exceptions: Approved Emergency declaration attached.

FUNDING SOURCE:

Fund Name/Number: Wastewater/500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer/Designee Approval: *Andy Hopkins* **Date:** Nov 26, 2024

Budget Officer/Designee Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

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

Comment/Exceptions: _____

Capital Asset or Project Yes | No

Approval: *Josie Bolden* **Title:** Controller **Date:** Nov 26, 2024

Comment/Exceptions: Na

ATTACHMENTS:

Horizons Declination, Procurement Document: Emergency Determination, Vendor's Quote, Certificate of Liability Insurance (COI), Construction Amendment One, Construction Original Contract

**City of Santa Fe
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

Notify all signatories as soon as you are made aware of the emergency. Give them a brief synopsis of the emergency, answer their questions, and let them know this document and all supporting documents will be sent to them for signatures. They should know about the request prior to obtaining signatures.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, Wastewater Division, City of Santa Fe
Department Director: John Dupuis
Department Contact: Michael Dozier
Department Telephone Number: (505)955-4642
Chief Procurement Officer: Travis Dutton-Leyda
Telephone Number: (505) 629-8351

II. Name of Contractor: A.A.C. Construction, LLC.
Address of Contractor: 18 L Luna Rd, Santa Fe, NM 57507
Amount of prospective contract: \$4,109,144.16
Term of prospective contract: Two Years from the date of the original contract
Location of Services: Paseo Real Wastewater Reclamation Facility

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

- 1) Installation of metering manholes and vaults for non-potable water
- 2) Installation of instrumentations and controls
- 3) Fabrications and metal installations, including welding operations
- 4) Acquisition of mechanical parts and supplies
- 5) Acquisition of building materials for structures
- 6) Transportation and deliveries
- 7) Building of minor concrete structures
- 8) False work for temporary structures
- 9) Moving of dry soils and aggregates
- 10) DAF building support to get pumps and electrical working
- 11) Various hardware and fasteners to keep things together
- 12) SCADA telemetry electrical support in various buildings

- 13) Minor building modifications as necessary to accommodate the administrator's/engineer's requirements
- 14) Aeration equipment assembly, installation, and power supply
- 15) Heavy equipment support, as necessary, to accommodate the various tasks.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The United States Environmental Protection Agency (EPA) issued Administrative Order (AO) CWA-06-2024-1765 to the City on March 4, 2024. The AO states that the City's Paseo Real Water Reclamation Facility (PRWRF) has repeatedly failed to meet effluent limits specified in the National Pollutant Discharge Elimination System (NPDES) Permit No. NM00222292. The City issued a response to the EPA's AO on April 4, 2024. The City's response provided an initial plan for immediate actions (30 days), near-term actions (6 months), and long-term actions (18 months) intended to address the permit violations as quickly as possible and implement measures to prevent similar exceedances from reoccurring.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission's (WQCC) regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

Emergency procurement is required to complete the urgent action items in the scope of work to cumulatively address the AO. We also face ongoing needs for critical repairs and replacements throughout the plant, including pumps, piping, electrical equipment, and other infrastructure, as well as funding for supplemental chemicals to support critical treatment processes. If the City does not approve emergency procurement to expedite urgent actions, the City risks losing the progress made to date and facing even higher costs in the future due to non-compliance penalties that would prolong the emergency condition.

To keep the Paseo Real Wastewater Reclamation Facility in compliance, the above scope of work is required within two years from April 12, 2024; a time period that does not allow for competitive procurement.

EPA Region 6 Administrative Order Attached.

V. Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

The duration of the emergency procurement is determined by a set schedule of activities required to address and resolve National Pollutant Discharge Elimination System (NPDES) permit violations outlined in the Environmental Protection Agency (EPA) Administrative Order. While the Wastewater Management Division (WWMD) has made significant progress at the PRWRF, both the EPA Administrative Order and NMED Administrative Compliance Order remain in effect. Although the PRWRF is currently meeting most discharge permit requirements, full compliance has not been achieved. Specifically, effluent quality is not continuously meeting permit limits for total nitrogen and total phosphorus. Additional improvements are needed to restore PRWRF's long-term ability to reliably comply with permit requirements. Without continued funding to address these critical issues, the City risks regressing and jeopardizing the progress we've made, which could result in regulatory agencies administering significant financial penalties.

VI. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.

To minimize the impact and duration of emergency procurement, WWMD has prioritized actions that are essential to long-term permit compliance. These actions are complex and multi-tiered, with some improvements requiring dozens of incremental steps to fully resolve. Furthermore, many of the incremental steps cannot be fully defined until preceding steps are completed. In the near term, emergency procurement remains necessary to expedite the most urgent action items critical to permit compliance. In the long term, competitive procurement will be utilized to address non-urgent action items. Both the urgent and non-urgent action items have been documented in an Action Item Log, which the Public Utilities Directory will present to the City Manager.

Certified by:



City Chief Procurement Officer, Travis Dutton-Leyda

Nov 25, 2024

Date

City Approval by:


John Dupuis (Nov 25, 2024 13:46 MST)

Department Director, John Dupuis

Nov 25, 2024

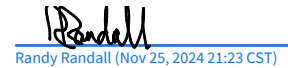
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Senior City Attorney, Erin McSherry

Nov 25, 2024

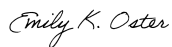
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Randy Randall (Nov 25, 2024 21:23 CST)

Interim City Manager, Randy Randall

Nov 25, 2024

Date



Finance Director, Emily Oster

Nov 25, 2024

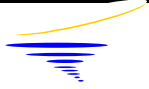
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Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx> and the City of Santa Fe's website:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>

QUOTE FY 24/25.



A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION
Owner's Rep.: Michael Dozier

Project Contact : Michael Dozier, Ph: 505-955-4642

CONTRACTOR: A.A.C. Construction, LLC
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

Date: 9/23/24 6:17 AM

DESCRIPTION:	Customer Concern: There is an emergency at the WWTF and AAC is being tasked to support the WWTP with the various problems/solutions to bring the WWFT into compliance.
LOCATION:	73 Paseo Real, Santa Fe, NM 87507

	Item Description	Hours	Labor Rate	Total Cost
LABOR:	Coordinator	900	\$87.50	\$78,750.00
	Superintendent	900	\$70.00	\$63,000.00
	Foreman	800	\$65.00	\$52,000.00
	Heavy Equipment Operator III	600	\$55.00	\$33,000.00
	Heavy Equipment Operator III	600	\$55.00	\$33,000.00
	Delivery Driver	450	\$52.50	\$23,625.00
	Truck Driver	450	\$55.00	\$24,750.00
	Laborer III	450	\$52.50	\$23,625.00
	Laborer III	450	\$52.50	\$23,625.00
	Laborer III	450	\$52.50	\$23,625.00
	Laborer III	450	\$52.50	\$23,625.00
	Laborer IV	450	\$55.00	\$24,750.00
	Electrician	700	\$275.00	\$192,500.00
	Welder	700	\$230.00	\$161,000.00
	TOTAL LABOR			

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Manhole Vaults with Holiday Traffic Rated Lids and Pipe Supports (NP Water Vault)	7 x 18950	\$132,650.00
	12" Mag Meters EH (NP Water Vaults)	3 x 12084.58	\$36,253.74
	Misc. Parts for Vault Pipes Assembly (NP Water Vaults)		\$58,750.00
	Freight for Vaults (NP Water Vaults)		\$15,250.00
	Building Mods		\$350,000.00
	Structural Steel		\$100,000.00
	Metal Panels		\$50,000.00
	Building Electrical Relocate		\$85,000.00
	Building Mechanical Relocate		\$50,000.00
	Building Concrete		\$45,000.00
	Building Steel Reinforcement		\$35,000.00
	Building Testing		\$18,500.00
	Building Insulation		\$50,000.00
	Structural Fill		\$50,000.00
	SCADA/Telemetry Support Reroute Conduits and perform terminals		\$45,000.00
	DAF Building Support, Rebuild Motors, Clean Pressure Tank, Install Submersible Pumps, Restart System		\$135,000.00
	Chemicals T-Flock, Aluminum Sulfate		\$200,000.00
	Dry Material for Excavations (Crusher Fines) 500 Tons	21.64	\$10,820.00
	Subgrade Surfacing (Base Course) 500 Tons	24.31	\$12,155.00
	Fittings, Pipe Supply	Core & Main	\$100,000.00
	Fittings, Pipes and Parts (Mechanical Supply)	ABQ P & P	\$50,000.00
	Stainless Steel Bolts and Hardware	Copper State	\$50,000.00
	Misc. Welding small crane	LA	\$25,000.00
	Jurisdictional Permits Fees	City/State/County	\$15,000.00
	Additional Blanket Policy for Pollution	USI	\$10,500.00
Additional WC Policy for Disease	USI	\$18,500.00	
Consumable and misc materials welder		\$50,000.00	
Misc Electrical Parts		\$40,000.00	
TOTAL MATERIAL			\$1,838,378.74

OWNER: CITY OF SANTA FE SEWER DIVISION
Owner's Rep.: Michael Dozier

Project Contact : Michael Dozier, Ph: 505-955-4642

CONTRACTOR: A.A.C. Construction, LLC
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

Date: 9/23/24 6:17 AM

	Equipment Type	Rate Type	Rate	Qty	Total Cost
EQUIPMENT:	289 Mini Loader		95	500	\$47,500.00
	Excavator		95	500	\$47,500.00
	Misc. Heavy Equipment		275000	1	\$275,000.00
	Crane		385	150	\$57,750.00
	1 Ton P.U. With Trailer		30	10	\$300.00
	1 Ton Service Truck		15	80	\$1,200.00
	1 Ton Pick Up		15	150	\$2,250.00
	Small Tools/Pumps, Saws, Hand Tools		25	640	\$16,000.00
	Misc. Heavy Hauling		1500	10	\$15,000.00
	Temporary Facilities		12	2500	\$30,000.00
	Freight for Material		155	350	\$54,250.00
	Transport Mini Excavator		1800	6	\$10,800.00
	Transport Mini Loader		1800	6	\$10,800.00
	Traffic Control & Devices		20000	1	\$20,000.00
	Telehandler		10500	3	\$31,500.00
TOTAL EQUIPMENT					\$619,850.00
SUBTOTAL:					\$3,239,103.74
Contractor's Fee 16%					\$518,256.60
SUBTOTAL:					\$3,757,360.34
Tax @ 8.1875%					\$307,633.88
Insurance & Bonds					\$44,149.94
GRAND TOTAL:					\$4,109,144.16

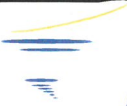
Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507

Authorized Signature _____

Date _____

EXHIBIT A

REVISED a WORK ORDER PRICING



A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION

Project Contact: Michael Dozier, Ph: 505-955-4642

Owner's Rep.: Michael Dozier

CONTRACTOR: A.A.C. Construction, LLC

Date: 3/19/2024

PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

DESCRIPTION:	Customer Concern: There is an emergency at the plant and filters have to be maintained and pumps need to be brought into working condition. House keeping of the sludge will be required to be exported from the facility. AAC is being tasked to support the WWTP with the solutions to the problems at hand.
LOCATION:	73 Paseo Real, Santa Fe, NM 87507

	Item Description	Hours	Labor Rate	Total Cost
LABOR:	Coordinator	1200	\$85.00	\$102,000.00
	Superintendent	960	\$65.00	\$62,400.00
	Foreman	960	\$55.00	\$52,800.00
	Heavy Equipment Operator III	960	\$50.00	\$48,000.00
	Delivery Driver	640	\$50.00	\$32,000.00
	Truck Driver	640	\$50.00	\$32,000.00
	Laborer III	960	\$45.00	\$43,200.00
	Laborer III	960	\$45.00	\$43,200.00
	Laborer IV	960	\$48.00	\$46,080.00
	Electrician	640	\$275.00	\$176,000.00
	Welder	321	\$230.00	\$73,830.00
TOTAL LABOR				\$711,510.00

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Sand Media	3160cf	\$25,000.00
	Anthracite	3160cf	\$52,920.00
	Freight for sand		\$38,500.00
	Freight for Anthracite		\$22,000.00
	Traveling Pads, clean out sludge drying beds 80 each		\$24,000.00
	Fittings, Pipes and Parts (Mechanical Supply)	ABQ P & P	\$39,450.40
	Misc. Welding Supplies if needed, cat walk, small crane	LA	\$25,000.00
	Consumable and misc materials welder		\$8,500.00
	Misc Electrical Parts		\$18,500.00
	TOTAL MATERIAL		

	Equipment Type	Rate Type	Rate	Qty	Total Cost
EQUIPMENT:	289 Mini Loader		85	640	\$54,400.00
	Excavator		160	150	\$24,000.00
	Vac Trucks		200000	1	\$200,000.00
	Dump Truck 1		155	360	\$55,800.00
	Dump Truck 2		155	360	\$55,800.00
	1 Ton P.U. With Trailer		30	10	\$300.00
	1 Ton Service Truck		15	80	\$1,200.00
	1 Ton Pick Up		15	150	\$2,250.00
	Small Tools/Pumps, Saws, Hand Tools		25	640	\$16,000.00
	Rebuild up to 8 each Flyt pumps		62000	8	\$496,000.00
	Freight for Pumps to Abq		1200	40	\$48,000.00
	Transport Excavator		1800	2	\$3,600.00
	Transport Mini Loader		850	8	\$6,800.00
	Telehandler		5000	3	\$15,000.00
	TOTAL EQUIPMENT				

SUBTOTAL:	\$1,944,530.40
Contractor's Fee 16%	\$311,124.86
SUBTOTAL:	\$2,255,655.26
Tax @ 8.1875%	\$184,681.77
Insurance & Bonds	\$25,500.00
GRAND TOTAL:	\$2,465,837.04

Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507

Authorized Signature

Date



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region

FINDINGS OF VIOLATION AND COMPLIANCE ORDER

Docket Number: CWA-06-2024-1765; NPDES Permit Number: NM0022292

STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.
2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.
3. At all relevant times, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which is a "water of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.
4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.
5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.
6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.
7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.
8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.
9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.
10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.
11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.
12. On March 4, 2024, EPA issued Administrative Order Docket Number CWA-06-2024-1745 (Preceding AO) to the Respondent, which cited permit effluent limits violations. The Preceding AO required the correction of the cited violations within thirty (30) days of the issuance. In the event that the required correction was not possible, the Respondent was required to submit a comprehensive plan to eliminate the cited violations within the shortest time possible.
13. On April 4, 2024, the Respondent submitted a written response to the Preceding AO. In the response, the Respondent proposed a comprehensive plan consisting of immediate, near-term, and long-term actions to address the violations and to implement measures to prevent them from reoccurring. Immediate actions were scheduled to have occurred within

thirty (30) days of the April 4, 2024, response letter. Near-term actions were scheduled to be accomplished within six (6) months, and long-term actions within eighteen (18) months.

14. A schedule for compliance to eliminate the cited violations is hereby incorporated, by reference, into this Order.

SECTION 309 (a)(3) COMPLIANCE ORDER

15. Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

A. The Respondent shall accomplish the following tasks and comply with the following schedule of activities:

ACTIVITY	DUE DATE
1. Submit a certified statement of the status of the Immediate Actions proposed for completion within thirty (30) days of the April 4, 2024, response letter.	July 30, 2024
Near-term Actions	
2. Conduct Onsite Sampling, assess efficacy of the secondary treatment process and recommend process changes to improve treatment efficacy.	September 30, 2024
3. Collect influent and effluent samples for analysis, to be conducted by an outside laboratory, to determine if the cyanide exceedances are real or an artifact of false positives.	September 30, 2024
4. Have consultant audit the Respondent’s laboratory procedures for cyanide analysis. Submit a certified report of the audit to this office. If the audit effort confirms that the cyanide exceedances are real, then also submit a proposed written action plan to address cyanide exceedances.	September 30, 2024
5. Repair failed process air piping and diffuser grids to increase the secondary treatment aerobic volume.	September 30, 2024
6. Install a temporary chemical closing system to improve sludge settling in the secondary clarifiers. Conduct jar testing to determine which specific chemical will be used.	September 30, 2024
7. Rehabilitate the two (2) existing travelling bridge sand filters so this infrastructure can return to service.	September 30, 2024

8. Build a comprehensive base of knowledge management tools and decision trees to guide plant staff with use of the developed Standard Operating Procedures (SOPs).	September 30, 2024
9. Train laboratory staff to improve laboratory sampling and handling practices, data management, workflow, and develop communications protocol for all testing performed to support treatment operations and regulatory compliance.	September 30, 2024
Long-term Actions	
10. Develop an inventory of all instrumentation, calibration practices, and data management for process control. Conduct a gap analysis to identify corrective actions for process control instrumentation.	October 31, 2025
11. Develop a steady-state biological process model of the Water Reclamation Facility to stimulate current treatment performance and evaluate alternatives to improve performance.	October 31, 2025
12. Attain compliance with all terms of this schedule.	November 30, 2025

B. Until compliance is achieved under this Order, Respondent shall submit a Quarterly Report indicating progress of the actions listed in this compliance schedule. The quarters will end in the months of March, June, September, and December and the Quarterly Reports are due by the 15th of the following month.

C. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, or through a virtual platform, as appropriate, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

D. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Bates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

E. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Mona Bates
tates.mona@epa.gov

and

Ms. Nancy Williams
williams.nancy@epa.gov

GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

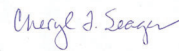
Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

July 10, 2024

Date



Digitally signed by CHERYL
SEAGER
Date: 2024.07.10 09:22:36
-04'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

AAC Construction LLC - Emergency Determination_11.25.24

Final Audit Report

2024-11-26

Created:	2024-11-26
By:	Linda Macallister (lmacallister@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAbaAlgfJgaqQirA6JpmkdfhzYCHImHWoE

"AAC Construction LLC - Emergency Determination_11.25.24" History

-  Document created by Linda Macallister (lmacallister@santafenm.gov)
2024-11-26 - 1:20:52 AM GMT- IP address: 63.232.20.2
-  Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2024-11-26 - 1:21:29 AM GMT
-  Email viewed by Randy Randall (rrandall@santafenm.gov)
2024-11-26 - 3:21:34 AM GMT- IP address: 104.28.32.102
-  Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2024-11-26 - 3:23:24 AM GMT - Time Source: server- IP address: 68.105.56.157
-  Agreement completed.
2024-11-26 - 3:23:24 AM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
CONSTRUCTION CONTRACT
ITEM# 24-0297**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated April 11, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **A.A.C. Construction, LLC.** (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, the Contractor has agreed to build upon the improvements initiated for the City in April 2024 and to respond to the EPA's and NMED's requirement that the City eliminate or mitigate the violations identified by the EPA within the shortest possible time.
- 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. SCOPE OF SERVICES

The second to last paragraph in Article 1 of the Contract shall be amended to read as follows:

The Contractor's scope of work includes support for plan items 5, 9, and 10 above. Additional detail on the Contractor's scope of work is listed in Exhibits A and B. The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of

\$4,109,144.16 including New Mexico Gross Receipts Tax so that Article 2, paragraph A reads in its entirety

as follows:

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed six million five hundred seventy-four thousand nine hundred eighty-one dollars and twenty cents (\$6,574,981.20), including gross receipts tax of four hundred ninety-two thousand three hundred fifteen dollars and sixty-five cents (\$492,315.65). The New Mexico gross receipts tax levied on the amounts payable under this contract shall be paid by the City to the Contractor.

The total amount payable to the Contractor under this Contract shall not exceed six million five hundred seventy-four thousand nine hundred eighty-one dollars and twenty cents (\$6,574,981.20). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided

3. 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:


Alan Webber (Dec 15, 2024 14:10 MST)


Andrew Sisneros (Nov 26, 2024 14:34 MST)

ALAN WEBBER, MAYOR

ANDREW SISNEROS, MANAGING MEMBER

DATE: Dec 15, 2024

DATE: Nov 26, 2024

CRS # 03-157349-00-5

Registration # 222939

ATTEST:


Andrea Salazar (Dec 16, 2024 08:30 MST)

ANDREA SALAZAR, CITY CLERK

GB MTG 12/11/2024


AS

CITY ATTORNEY'S OFFICE:

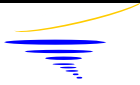

Marcos Martinez (Nov 26, 2024 14:34 MST)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


EMILY OSTER, FINANCE DIRECTOR

QUOTE FY 24/25.



A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION
Owner's Rep.: Michael Dozier

Project Contact : Michael Dozier, Ph: 505-955-4642

CONTRACTOR: A.A.C. Construction, LLC
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

Date: 9/23/24 6:17 AM

DESCRIPTION:	Customer Concern: There is an emergency at the WWTF and AAC is being tasked to support the WWTP with the various problems/solutions to bring the WWFT into compliance.
LOCATION:	73 Paseo Real, Santa Fe, NM 87507

	Item Description	Hours	Labor Rate	Total Cost
LABOR:	Coordinator	900	\$87.50	\$78,750.00
	Superintendent	900	\$70.00	\$63,000.00
	Foreman	800	\$65.00	\$52,000.00
	Heavy Equipment Operator III	600	\$55.00	\$33,000.00
	Heavy Equipment Operator III	600	\$55.00	\$33,000.00
	Delivery Driver	450	\$52.50	\$23,625.00
	Truck Driver	450	\$55.00	\$24,750.00
	Laborer III	450	\$52.50	\$23,625.00
	Laborer III	450	\$52.50	\$23,625.00
	Laborer III	450	\$52.50	\$23,625.00
	Laborer III	450	\$52.50	\$23,625.00
	Laborer IV	450	\$55.00	\$24,750.00
	Electrician	700	\$275.00	\$192,500.00
	Welder	700	\$230.00	\$161,000.00
	TOTAL LABOR			

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Manhole Vaults with Holiday Traffic Rated Lids and Pipe Supports (NP Water Vault)	7 x 18950	\$132,650.00
	12" Mag Meters EH (NP Water Vaults)	3 x 12084.58	\$36,253.74
	Misc. Parts for Vault Pipes Assembly (NP Water Vaults)		\$58,750.00
	Freight for Vaults (NP Water Vaults)		\$15,250.00
	Building Mods		\$350,000.00
	Structural Steel		\$100,000.00
	Metal Panels		\$50,000.00
	Building Electrical Relocate		\$85,000.00
	Building Mechanical Relocate		\$50,000.00
	Building Concrete		\$45,000.00
	Building Steel Reinforcement		\$35,000.00
	Building Testing		\$18,500.00
	Building Insulation		\$50,000.00
	Structural Fill		\$50,000.00
	SCADA/Telemetry Support Reroute Conduits and perform terminals		\$45,000.00
	DAF Building Support, Rebuild Motors, Clean Pressure Tank, Install Submersible Pumps, Restart System		\$135,000.00
	Chemicals T-Flock, Alluminum Sulfate		\$200,000.00
	Dry Material for Excavations (Crusher Fines) 500 Tons	21.64	\$10,820.00
	Subgrade Surfacing (Base Course) 500 Tons	24.31	\$12,155.00
	Fittings, Pipe Supply	Core & Main	\$100,000.00
	Fittings, Pipes and Parts (Mechanical Supply)	ABQ P & P	\$50,000.00
	Stainless Steel Bolts and Hardware	Copper State	\$50,000.00
	Misc. Welding small crane	LA	\$25,000.00
	Jurisdictional Permits Fees	City/State/County	\$15,000.00
	Additional Blanket Policy for Pollution	USI	\$10,500.00
Additional WC Policy for Disease	USI	\$18,500.00	
Consumable and misc materials welder		\$50,000.00	
Misc Electrical Parts		\$40,000.00	
TOTAL MATERIAL			\$1,838,378.74

EXHIBIT B

OWNER: CITY OF SANTA FE SEWER DIVISION
Owner's Rep.: Michael Dozier

Project Contact: Michael Dozier, Ph: 505-955-4642

CONTRACTOR: A.A.C. Construction, LLC
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

Date: 9/23/24 6:17 AM

	Equipment Type	Rate Type	Rate	Qty	Total Cost
EQUIPMENT:	289 Mini Loader		95	500	\$47,500.00
	Excavator		95	500	\$47,500.00
	Misc. Heavy Equipment		275000	1	\$275,000.00
	Crane		385	150	\$57,750.00
	1 Ton P.U. With Trailer		30	10	\$300.00
	1 Ton Service Truck		15	80	\$1,200.00
	1 Ton Pick Up		15	150	\$2,250.00
	Small Tools/Pumps, Saws, Hand Tools		25	640	\$16,000.00
	Misc. Heavy Hauling		1500	10	\$15,000.00
	Temporary Facilities		12	2500	\$30,000.00
	Freight for Material		155	350	\$54,250.00
	Transport Mini Excavator		1800	6	\$10,800.00
	Transport Mini Loader		1800	6	\$10,800.00
	Traffic Control & Devices		20000	1	\$20,000.00
	Telehandler		10500	3	\$31,500.00
TOTAL EQUIPMENT					\$619,850.00
SUBTOTAL:					\$3,239,103.74
Contractor's Fee 16%					\$518,256.60
SUBTOTAL:					\$3,757,360.34
Tax @ 8.1875%					\$307,633.88
Insurance & Bonds					\$44,149.94
GRAND TOTAL:					\$4,109,144.16

Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507


Authorized Signature



Date

MEMORANDUM

DATE: *March 29, 2024*

TO: *Mayor Alan Webber and City Council
Finance Committee
Public Works Public Utilities Committee*

FROM: *John Dupuis, Public Utilities Director* 

VIA: *John Blair, City Manager* 
Emily Oster, Finance Director 

ITEM: Emergency Determination and Administrative Order Response

ISSUE:

Request Authorization to Complete the Paseo Real Water Reclamation Facility Administrative Order Emergency Project to ensure compliance with National Pollutant Discharge Elimination System (NPDES) and Discharge Permits and associated Contract approvals (Public Utilities Department/John Dupuis)

ISSUE:

In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project, the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provides interim corrective measures and for the long-term success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) necessary to ensure compliance with NPDES and Discharge Permits within the shortest possible time. The referenced Administrative Order (AO), which the City received on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6, is attached and requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

The scope of work from each vendor included with the Emergency Determination Form, and attached, is a natural progression of the extensive evaluation and improvements-initiated April 2024 and would have been implemented over a reasonable timeframe. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) are responsive to the requirement for the elimination of the violations within the shortest possible time. These actions included as part of the comprehensive plan will clearly communicate our commitment to complete this project within the shortest possible time, averts unnecessary enforcement escalation, and begins to restore the trust of the public and our regulators.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City's external communications and regularly establish weekly updates to improve communication and restore trust with Regulators.
3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.
4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.
5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.
6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.
7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.
8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.
9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container-based sand filtration equipment and related pumping capability.
10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment.

Below is a list of the contractors that to date have provided a proposal/scope of work, the amount of the prospective contract, and the term of the prospective contract that, once authorized, will be negotiated, and executed as quickly as possible.

**A. Name of Contractor: AquaSight
Amount of prospective contract: \$350,000.00
Term of prospective contract: Three years**

**B. Name of Contractor: Great Western Electrical
Amount of prospective contract: \$155,690.08
Term of prospective contract: One year**

C. Name of Contractor: Carollo Engineers, Inc.
Amount of prospective contract: \$60,000.00
Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing
Amount of prospective contract: \$264,463.70
Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer
Amount of prospective contract: \$2,718,000.00
Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC
Amount of prospective contract: \$2,465,837.04
Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin
Amount of prospective contract: \$180,000.00
Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)
Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007
Amount of prospective contract: \$1,032,505.46
Term of prospective contract: Three Years

The current total prospective contract amount is **\$7,226,496.28**. Contracts Attached for signature are E. Hazen & Sawyer, and A.A.C Construction, LLC others will be forth coming if contracts are required for the service requested.

The total budget amount requested is **\$8,000,000**. Due to the critical nature of the funding and schedule for completion of the project, the Public Utilities Department requests authorization to the City Manager to negotiate and execute all necessary contracts and purchase orders to expedite project initiation. Once a contract is executed, the results will be reported to the Governing Body.

ACTION REQUESTED:

Request Approval of the of contracts with Hazen & Sawyer in the amount of \$2,718,000.00 and with A.A.C Construction, LLC in the amount of \$2,465,837.04.

Item #: 24-0297
Munis Contract #: 3204639
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **A.A.C. Construction, LLC** 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by this contract to build upon the improvements initiated in April 2023. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) respond to the EPA’s and NMED’s requirement that the City eliminate or mitigate the violations identified by the EPA within the shortest possible time. These actions, included as part of a comprehensive plan, will demonstrate our commitment to complete this project within the shortest possible time in the most efficient way possible.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the Paseo Real Water Reclamation Facility (PRWRF), combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following ten (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City’s external communications and regularly established weekly updates to improve communication and restore trust with Regulators.
3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.
4. Improve PRWRF laboratory practices, data management, workflows, and communications for

all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.
6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.
7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.
8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.
9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container based sand filtration equipment and related pumping capability.
10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment, as described in the Contract Documents.

The Contractor's scope of work includes support for plan items 5, 9, and 10 above. Additional detail on the Contractor's scope of work is listed in Exhibit A. The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed (two million four hundred sixty-five thousand eight hundred thirty-seven dollars and four cents) (\$2,465,837.04), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor.

The total amount payable to the Contractor under this Contract, excluding Alternates (if needed) gross receipts tax and expenses, shall not exceed (two million four hundred sixty-five thousand eight hundred thirty-seven dollars and four cents) \$2,465,837,04. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment in future fiscal years 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 fifteen (15) 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 twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. .

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-128-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **two (2) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

A. **Grounds.** The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. **Notice; City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor

written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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 Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. 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 CONTRACT.

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction 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 Contract. 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.

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment

bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

A. This Contract 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions

made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

This Contract 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 contract.

All terms and conditions of the Emergency Procurement and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract 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 Contract, 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 Contract. 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 Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

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

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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 Contract 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:
City of Santa Fe
Attn: Michael Dozier, Wastewater Department Director
315 Caja Del Rio
Santa Fe, NM 87507

To the Contractor:
A.A.C. Construction LLC
18 La Luna Road
Santa Fe, NM 87507

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:


Alan Webber (Apr 11, 2024 20:41 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:

**Andrew
Sisneros**

Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=A.A.C.
Construction, LLC, ou,
email=andrew@cnsfp.net, c=US
Date: 2024.04.09 13:23:36 -06'00'

NAME

Managing Member
TITLE

DATE: 04-09-2024
CRS#: 03-157349-00-5

Registration #: 222939

ATTEST:


GERALYN CARDENAS (Apr 12, 2024 09:06 MDT)

GERALYN CARDENAS, *xlv*
INTERIM CITY CLERK

GB MTG 04/10/2024

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 9, 2024 14:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

REVISED a WORK ORDER PRICING



A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION
Owner's Rep.: Michael Dozier

Project Contact: Michael Dozier, Ph: 505-955-4642

CONTRACTOR: A.A.C. Construction, LLC
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

Date: 3/19/2024

DESCRIPTION:	Customer Concern: There is an emergency at the plant and filters have to be maintained and pumps need to be brought into working condition. House keeping of the sludge will be required to be exported from the facility. AAC is being tasked to support the WWTP with the solutions to the problems at hand.
LOCATION:	73 Paseo Real, Santa Fe, NM 87507

	Item Description	Hours	Labor Rate	Total Cost
LABOR:	Coordinator	1200	\$85.00	\$102,000.00
	Superintendent	960	\$65.00	\$62,400.00
	Foreman	960	\$55.00	\$52,800.00
	Heavy Equipment Operator III	960	\$50.00	\$48,000.00
	Delivery Driver	640	\$50.00	\$32,000.00
	Truck Driver	640	\$50.00	\$32,000.00
	Laborer III	960	\$45.00	\$43,200.00
	Laborer III	960	\$45.00	\$43,200.00
	Laborer IV	960	\$48.00	\$46,080.00
	Electrician	640	\$275.00	\$176,000.00
	Welder	321	\$230.00	\$73,830.00
TOTAL LABOR				\$711,510.00

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Sand Media	3160cf	\$25,000.00
	Anthracite	3160cf	\$52,920.00
	Freight for sand		\$38,500.00
	Freight for Anthracite		\$22,000.00
	Traveling Pads, clean out sludge drying beds 80 each		\$24,000.00
	Fittings, Pipes and Parts (Mechanical Supply)	ABQ P & P	\$39,450.40
	Misc. Welding Supplies if needed, cat walk, small crane	LA	\$25,000.00
	Consumable and misc materials welder		\$8,500.00
	Misc Electrical Parts		\$18,500.00
	TOTAL MATERIAL		

	Equipment Type	Rate Type	Rate	Qty	Total Cost
EQUIPMENT:	289 Mini Loader		85	640	\$54,400.00
	Excavator		160	150	\$24,000.00
	Vac Trucks		200000	1	\$200,000.00
	Dump Truck 1		155	360	\$55,800.00
	Dump Truck 2		155	360	\$55,800.00
	1 Ton P.U. With Trailer		30	10	\$300.00
	1 Ton Service Truck		15	80	\$1,200.00
	1 Ton Pick Up		15	150	\$2,250.00
	Small Tools/Pumps, Saws, Hand Tools		25	640	\$16,000.00
	Rebuild up to 8 each Flyt pumps		62000	8	\$496,000.00
	Freight for Pumps to Abq		1200	40	\$48,000.00
	Transport Excavator		1800	2	\$3,600.00
	Transport Mini Loader		850	8	\$6,800.00
	Telehandler		5000	3	\$15,000.00
	TOTAL EQUIPMENT				

SUBTOTAL:	\$1,944,530.40
Contractor's Fee 16%	\$311,124.86
SUBTOTAL:	\$2,255,655.26
Tax @ 8.1875%	\$184,681.77
Insurance & Bonds	\$25,500.00
GRAND TOTAL:	\$2,465,837.04

Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507

Authorized Signature

Date

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: A.A.C Construction, LLC

Procurement/contract Title: Paseo Real Water Reclamation Facility

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: Emergency Procurement

Requesting Department: Public Utilities Staff Name: John Dupuis

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Emergency Procurement</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

John Dupuis
Department Point of Contact

Director Title 04/05/2024 Date

John Dupuis
Department Director

_____ Date

Travis Dutton-Leyda
Chief Procurement Officer

Apr 5, 2024

_____ Date

ITT Representative

_____ Title _____ Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

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

1.a Munis Contract: 3204639 Procurement # (RFP/ITB# If any):

Contractor: A.A.C Construction, LLC.

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: Emergency Procurement Paseo Real Reclamation Facility

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: Upon Approval Term End Date: 2 Years Total Contract Amount: 2,465,837.04

Approved by Council (If over the City Manager's approval threshold, you must go through GB) 04/10/2024

Contract / Lease:

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

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

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

Amendment is for:

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

New contract for a term of 2 years from date of approval to respond to the EPA's and NMED's requirement that the City eliminate or mitigate violations identified by the EPA within the shortest possible time. These actions, included as part of a comprehensive plan, will clearly demonstrate the City's commitment to complete this project within the shortest possible time in the most efficient way possible.

3. Procurement History: _____

[Signature] Purchasing Officer Review: _____ Date: Apr 5, 2024
 Comment & Exceptions: _____

4. Funding Source: _____ **Org / Object:** 5000375.572970

Andy Hopkins Budget Officer Approval: _____ Date: Apr 5, 2024
 Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: John Dupuis Phone #: 505-955-4233

To be recorded by City Clerk: _____ Email: _____

Clerk #: _____ Date of Execution: _____

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



City of Santa Fe New Mexico

Memorandum



Date: March 29, 2024

To: Mayor Alan Webber and City Council
Finance Committee
Public Works Public Utilities Committee

Via: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
John Dupuis Public Utilities Department Director

From: Michael Dozier Wastewater Management Division Director

Subject: BAR

ITEM AND ISSUE:

Wastewater Management is requesting a Budget increase from Cash Balance in Wastewater Enterprise Fund to WWMD WIP Construction (5000375-572970) to fund Emergency Procurement in the amount of \$8,000,000.

BACKGROUND AND SUMMARY:

The Wastewater Treatment Facility is currently suffering wastewater treatment challenges causing difficulties maintaining consistent compliance with monitoring standards. An Environmental Protection Agency (EPA) Administrative Order and New Mexico Environment Department (NMED) Notice of Noncompliance has initiated an Emergency Procurement to remedy the compliance issues from multiple fronts.

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/500
Munis Org Name/Number: CIP / 5000375
Munis Object Name/Number: WIP Construction / 572970

ACTION REQUESTED:

Wastewater Management respectfully requests the transfer of \$8,000,000 dollars from Cash Balance in Wastewater Enterprise Fund to WWMD WIP Construction (5000375-572970) to fund Emergency Procurement.


Log # (Finance use only):	
Journal # (Finance use only):	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/Wastewater to ITT					3/21/2024	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>	
WWMD WIP Construction	5000375	572970		8,000,000		
REVENUES				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>	
Budget Increase from Cash Balance in Wastewater						
Enterprise Fund						
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 8,000,000	\$ -	

See attached Justification MEMO.

<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
500	(8,000,000)
TOTAL:	(8,000,000)

Xavier Martinez 3/21/2024
 Prepared By (print name) Date
Michael Dozier Mar 21, 2024
Michael Dozier (Mar 21, 2024 13:58 MDT)
 Division Director Signature (optional) Date
 Mar 21, 2024
John Dozier (Mar 21, 2024 15:23 MDT)
 Department Director Signature Date

*(Use this form for Finance Committee/
City Council agenda items ONLY)*

CITY COUNCIL APPROVAL

City Council

Approval Date

Agenda Item #:

Andy Hopkins Mar 22, 2024
 Budget Officer Date
Emily K. Oster Apr 4, 2024
 Finance Director (≤ \$5,000) Date
John Blair Apr 4, 2024
 City Manager (≤ \$80,000) Date

Signature:  _____
John Dupuis (Apr 4, 2024 15:34 MDT)

Email: jedupuis@santafenm.gov

**City of Santa Fe
Emergency Determination Form**



The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, **City of Santa Fe**

Department Director: John Dupuis

Department Contact: P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. A. **Name of Contractor: AquaSight**

Address of Contractor: 1650 W. Big Beaver Rd., Troy MI 48084

Amount of prospective contract: \$350,000.00

Term of prospective contract: Three years

B. **Name of Contractor: Great Western Electrical**

Address of Contractor: 3310 Girard NE, Albuquerque, nm 87107

Amount of prospective contract: \$155,690.08

Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.

Address of Contractor: P. O. Box 30835, Salt Lake City, UT 84130-0835

Amount of prospective contract: \$80,000.00

Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing

Address of Contractor: 1012 Marquez Pl Ste 301B, Santa Fe, NM 87505

Amount of prospective contract: \$264,463.70

Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer

Address of Contractor: 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109

Amount of prospective contract: \$2,718,000.00

Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC

Address of Contractor: 18 La Luna Rd, Santa Fe, NM 57507

Amount of prospective contract: \$2,465,837.04

Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin

Address of Contractor: 2701 Miles Rd. SE, Albuquerque, NM 87106

Amount of prospective contract: \$180,000

Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)

Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007

Amount of prospective contract: \$903,214.87

Term of prospective contract: Three Years

GRAND TOTAL: \$7,117,250.69

The attached contractors and their associated scopes of work will assist City staff in bringing the wastewater reclamation facility into compliance.

Location of Services: Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

- 1.** Emergency funding request to remediate issues currently affecting the WWTF
 - a. Contractors: Hazen and Sawyer (\$2.7M), AAC construction (est.\$2.5M), Carollo (\$80k), Aquasight (\$350k), ITSQuest (scheduler \$264k), Great Western (\$156k), Molzen Corbin (\$180k), Rain for Rent (\$903K)
 - b. Improvements Plan
 - Quarterly Reporting disconnect
 - Weekly Meetings with NMED
 - Unit Process Operating Strategy documentation (Carollo/Hazen)
 - Instrumentation Implementation
 - Model Development/SCADA Integration
 - Sample and Reporting External Support
 - Advanced SCADA for Each Process
 - Unit Process Improvements

See attached proposals and scopes of work for details.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

EPA Region 6 Administrative Order Attached.

III. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

By immediately bringing these contractors in to perform their requested scopes of work, we can begin to bring the facility into compliance, thereby eliminating or minimizing the associated risks to public health and safety associated with the non-compliant discharge.

IV. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing the measures afforded by this emergency procurement.

Certified by:



City Chief Procurement Officer, Travis Dutton-Leyda

Apr 3, 2024

Date

City Approval by:



John Dupuis (Apr 4, 2024 10:44 MDT)

Department Director, John Dupuis

Apr 4, 2024

Date

Marcos Martinez

Marcos Martinez (Apr 3, 2024 17:03 MDT)

City Attorney, Erin McSherry

Apr 3, 2024

Date

John Blair
John Blair (Apr 3, 2024 18:09 MDT)

City Manager, John Blair

Apr 3, 2024

Date

Emily K. Oster

Finance Director, Emily Oster

Apr 4, 2024

Date

Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

and the City of Santa Fe's website:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 6

FINDINGS OF VIOLATION AND COMPLIANCE ORDER

Docket Number: CWA-06-2024-1745; NPDES Permit Number: NM0022292

STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.
2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.
3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.
4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.
5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.
6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.
7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.
8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.
9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.
10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.
11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.
12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.
13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.
14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

SECTION 309 (a)(3) COMPLIANCE ORDER

Ms. Mona Tates
tates.mona@epa.gov

Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

GENERAL PROVISIONS

A. Within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the reporting and effluent violations cited in this Order.

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

B. Within thirty (30) days of the effective date of this Order, Respondent shall provide written certification to EPA, Region 6 that the violations cited herein have been corrected and that the facility is in compliance with the requirements of the permit.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

C. In the event that Respondent believes complete correction of the violations cited herein is not possible within thirty (30) days of the effective date of this Order, Respondent shall, within thirty (30) days of the effective date of this Order, submit a comprehensive written plan for the elimination of the cited violations within the shortest possible time for EPA review. Such plan shall describe in detail the specific corrective actions to be taken and why such actions are sufficient to correct the violations. The plan may include interim corrective measures to address effluent limit violations as quickly as possible followed by subsequent permanent measures. The plan shall include a detailed schedule for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

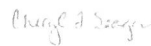
This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

D. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

March 4, 2024

Date



Digitally signed by Cheryl T.
Seager
Date: 2024.03.04 16:05:14
-06'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

E. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

F. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Nancy Williams
williams.nancy@epa.gov

and



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2023

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

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

PRODUCER Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110		CONTACT NAME: Sherryl Quint PHONE (A/C, No, Ext): (505) 881-0300 E-MAIL ADDRESS: squint@downeyandco.com FAX (A/C, No): (505) 881-0908															
INSURED All-Rite Construction, Inc. 539 Oliver Ross Drive NW Albuquerque NM 87121		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: EMC Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER B: Employers Mutual Casualty Company</td> <td>21415</td> </tr> <tr> <td>INSURER C: New Mexico Security Insurance Company</td> <td>15349</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EMC Insurance Companies		INSURER B: Employers Mutual Casualty Company	21415	INSURER C: New Mexico Security Insurance Company	15349	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 24/25 Multi

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5X10001	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5X10001	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J10001	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	89150.109	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: City of Santa Fe Wastewater Management Division On-Call Contract Certificate holder is recognized as additional insured, as their interest may appear, per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

Owner: Andrew Sisneros

License Number: 222939

Issued Date: April 05, 2024

Expiration Date: April 05, 2025

CRS Number: 03-157349-00-5

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Genera

Fees Paid: \$10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

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

Signature: XAVIER VIGIL

XAVIER VIGIL (Dec 14, 2024 18:03 MST)

Email: xivigil@santafenm.gov

Signature: 

Email: jswalker@santafenm.gov

AAC EMERGENCY BAR int signed

Interim Agreement Report









2024-12-20

Created:	2024-12-19
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAZYwXFQUPXxwospoJQwurdHo4g5q2W9Cd

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.

"AAC EMERGENCY BAR int signed" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-19 - 4:42:56 PM GMT- IP address: 97.182.206.186
-  Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-12-19 - 4:46:53 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-12-19 - 6:13:24 PM GMT- IP address: 104.47.65.254
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-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
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-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-12-20 - 0:20:13 AM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-12-20 - 0:23:35 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to Randy Randall (rrandall@santafenm.gov) and lsarchulettamaestas@santafenm.gov for signature. One of them to sign
2024-12-20 - 0:23:41 AM GMT

 Email viewed by Randy Randall (rrandall@santafenm.gov)

2024-12-20 - 4:37:58 AM GMT- IP address: 172.225.198.38



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Acrobat Sign