Agenda

Regular Meeting of the Public Works and Utilities Committee
December 2, 2024 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Public Works and Utilities Committee Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube livestream can be accessed from most smartphones, tablets, or computers.

The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
   a. Paseo Real Water Reclamation Facility Master Plan Update. (John Rehring, Carollo Engineers) - ,
7. Action Items: Consent Agenda
   a. Request for Approval of the November 18, 2024 Public Works & Utilities Committee Meeting Minutes. (Xavier Martinez, Administrative Manager; xbmartinez@santafenm.gov)

      Committee Review:
      Public Works & Utilities Committee: 12/02/2024 -

   b. Request for Approval of a Cooperative Project Agreement - Design Control No. S100830 with the New Mexico Department of Transportation for the Engineering Design of Arroyo Chamisos Trail Extension for the Total Amount of $300,000 through December 31, 2026. (Romella Glorioso-Moss, Projects Administrator; rsglorioso-moss@santafenm.gov)

      1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $300,000 Using $256,320 of NMDOT Funding and $43,680 of Road Impact Fees to Design the Arroyo Chamisos Trail Extension Project.

Committee Review:
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024

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Committee Review:

c. Request for Approval of a Professional Services Contract with Capital Program Management Services LLC Not to Exceed $4,327,500 including NMGRT for On-Call Project Management Services for a Four Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

d. Request for Approval of a Professional Services Contract with Wilson & Company Not to Exceed $4,327,500 including NMGRT for On-Call Project Management Services for a Four Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:

Public Works & Utilities Committee: 12/02/2024

Finance Committee: 12/09/2024

Governing Body: 12/11/2024

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e. Request for Approval of a Professional Services Contract with Leroy N. Pacheco Not to Exceed $4,327,500 including NMGRT for On-Call Project Management Services for a Four Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:

Public Works & Utilities Committee: 12/02/2024

Finance Committee: 12/09/2024

Governing Body: 12/11/2024

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f. Request for Approval of a Governmental Services Agreement with the State of New Mexico, Energy, Minerals and Natural Resources Department in the Total Amount of $550,000 to Establish the Balanced Resources Acquisition and Information Network (BRAIN), a Consolidated Energy Information Tool. (Caryn Grosse, Public Works Project Manager; clgrosse@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $550,000 to FY25 Revenue and Expenses for the BRAIN Project.

Committee Review:
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

g. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $489,000 to FY 2025 WIP Construction for Construction Engineering and Management Services of Agua Fria Street and Cottonwood Drive Roundabout Project. (Romella Glorioso-Moss,

Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:

Public Works & Utilities Committee: 12/02/2024

Finance Committee: 12/09/2024

Governing Body: 12/11/2024

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h. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $112,000 to FY 2025 WIP Design for the Engineering Design of the Henry Lynch Reconstruction Project (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:

Public Works & Utilities Committee: 12/02/2024

Finance Committee: 12/09/2024

Governing Body: 12/11/2024

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i. Request for Approval of a State Wide Price Agreement # 40-00000-23-00045 with Wagner Equipment Company for the Total Amount of $305,336.02 for the Purchase, Installation and Testing of the Administration Generator for a Term of 60 Days. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $305,336.02 from the Wastewater Enterprise Cash Fund to Wastewater Equipment & Machinery Non-Exempt Account.

Committee Review:
Public Works and Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

j. Request for Approval of Amendment No. 1 to Professional Services Contract Item # 24-0299 with Hazen & Sawyer to Increase Compensation by $2,666,930 for a New Total Amount of $5,384,930 to Expand Existing Tasks Within the Original Scope of Work to Bring the Paseo Real Wastewater Reclamation Facility to Compliance from Violations of the Clean Water Act. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,666,930 from the Wastewater Enterprise Cash Fund to the Wastewater WIP Construction Account.

Committee Review:
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

k. Request for Approval of Amendment No. 1 to Item #24-0297 with A.A.C. Construction to Increase the Compensation by $4,109,144.16 for a New Total Amount of $6,574,981.20 to Expand Existing Tasks Within the Original Scope of Work to Bring the Paseo Real Wastewater Reclamation Facility to Compliance from Violations of the Clean Water Act. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $4,109,144.16 from the Wastewater Enterprise Cash Fund to the Wastewater WIP Construction Account.

Committee Review:
Public Works and Utilities Committee: 12/02/2024
FInance Committee: 12/09/2024
Governing Body: 12/11/2024 -

l. Request for Approval of Amendment No. 2 to Item #23-0671 with FacilityBUILD, Inc. to Extend the Term to June 30, 2025 for Design and Construction of an Addition at the Mary Esther Gonzales Senior Center. (Caryn Grosse, Public Works Project Manager; clgrosse@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/02/2024
FInance Committee: 12/09/2024
Governing Body: 12/11/2024 -

m. Request for Approval of Amendment No. 5 to Amended and Restated Lease Agreement Item #19-0872 with Santa Fe Recovery Center, Inc. for Buildings at 1600 S. St. Michael's Dr. to Extend the Term of the Lease for King Hall to September 1, 2025, and the Term of the Lease for the Student Apartments to February 1, 2025. (Daniel Hernandez, Director, Metropolitan Redevelopment Agency; dahernandez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/02/2024
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

n. Request for Approval of Amendment No. 2 to Item #23-0548, Exclusive Negotiation Agreement with Santa Fe Arts Institute, to Extend the Term through April 30, 2025, to Negotiate Terms for Land and Building Disposition and Development of the Midtown Visual Arts Center Pursuant to the City's Request for Proposals. (Daniel Hernandez, Metropolitan Redevelopment Agency Director; dahernandez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/02/2024
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

o. CONSIDERATION OF RESOLUTION NO. 2024___. (Councilor Amanda Chavez)
A Resolution Assigning Authorized Officers and Agents for Grant Agreement Number SAP 22-G2419-STB for the Plan, Design, and Construction of Improvements on Jemez Road. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/13/2024
~~Public Works and Utilities Committee: 11/18/2024~~ (Rescheduled to 12/02/2024 Public Works and Utilities Committee for Noticing Purposes)
Public Works and Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024
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Committee Review:

p. CONSIDERATION OF RESOLUTION NO. 2024-___. (Mayor Alan Webber)
A Resolution Approving Budget Amendments for the Buckman Direct Diversion Board and Santa Fe

Solid Waste Management Agency and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's First Quarter Budget Amendments for Fiscal Year 2025. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:
Governing Body Special Meeting (Introduced): 11/25/2024
Public Works and Utilities Committee: 12/02/2024
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 - ,

q. CONSIDERATION OF RESOLUTION NO. 2024___. (Mayor Alan Webber and Councilor Jamie Cassutt) A Resolution Enabling the Santa Fe County Improvement Special Assessment Program in the City of Santa Fe. (Johanna Nelson, Office of Economic Development Director; jcnelson@santafenm.gov and Casey Dalbor, Economic Development Associate; cjdalbor@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/25/2024
Public Works and Utilities Committee: 12/02/2024
Quality of Life Committee: 12/04/2024
Governing Body: 12/11/2024 - ,

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: January 6, 2025
14. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe

Paseo Real Water Reclamation Facility Master Plan



Public Works/Public Utilities Committee

PRWRF CIP Prioritization and New WRF Considerations

SEPTEMBER 30, 2024

carollo

1

Overview of Tonight's Topics

1. Review PRWRF phased CIP
2. Compare to New WRF concept
3. Preliminary recommendations

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CAROLLO / 2

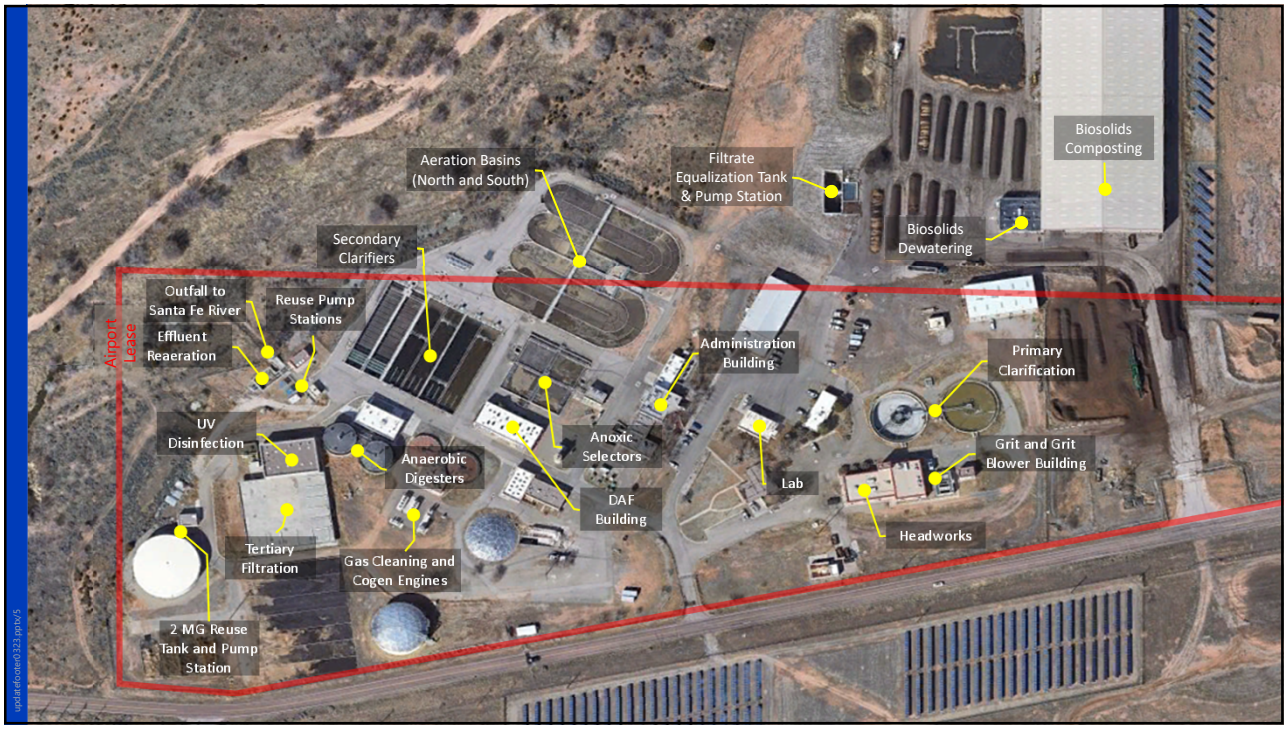
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Key takeaways

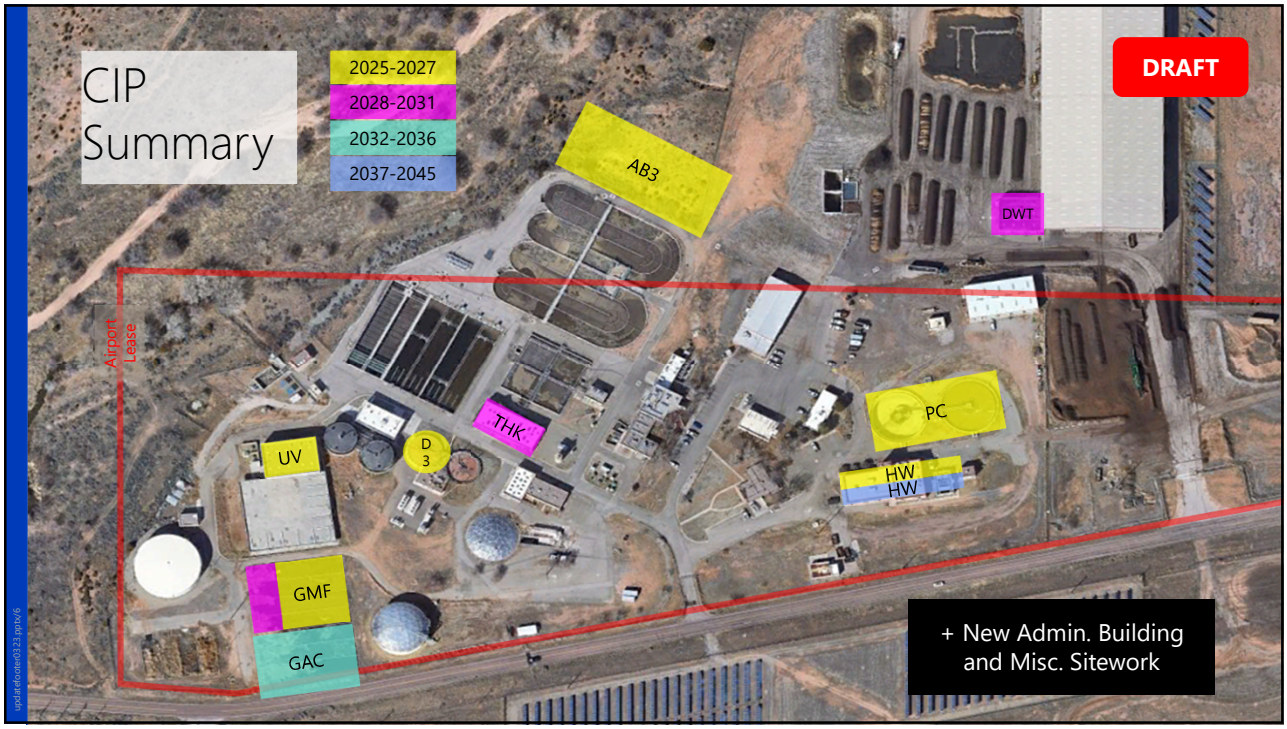
1. PRWRF should be re-rated to 7 million gallons per day (mgd) flow and associated influent loadings
2. PRWRF Master Plan defines a clear path for meeting current and anticipated discharge permit limits at PRWRF under future flow and load conditions
3. Cost to construct New WRF would be significantly higher; New WRF may facilitate some non-monetizable benefits
4. Solids management and San Juan-Chama Return & Reuse Pump Station stays at PRWRF site (with or without new WRF)
5. Recommend initiating "no-regrets" capital projects at PRWRF and continuing assessment of merits of a New WRF

PRWRF Improvements

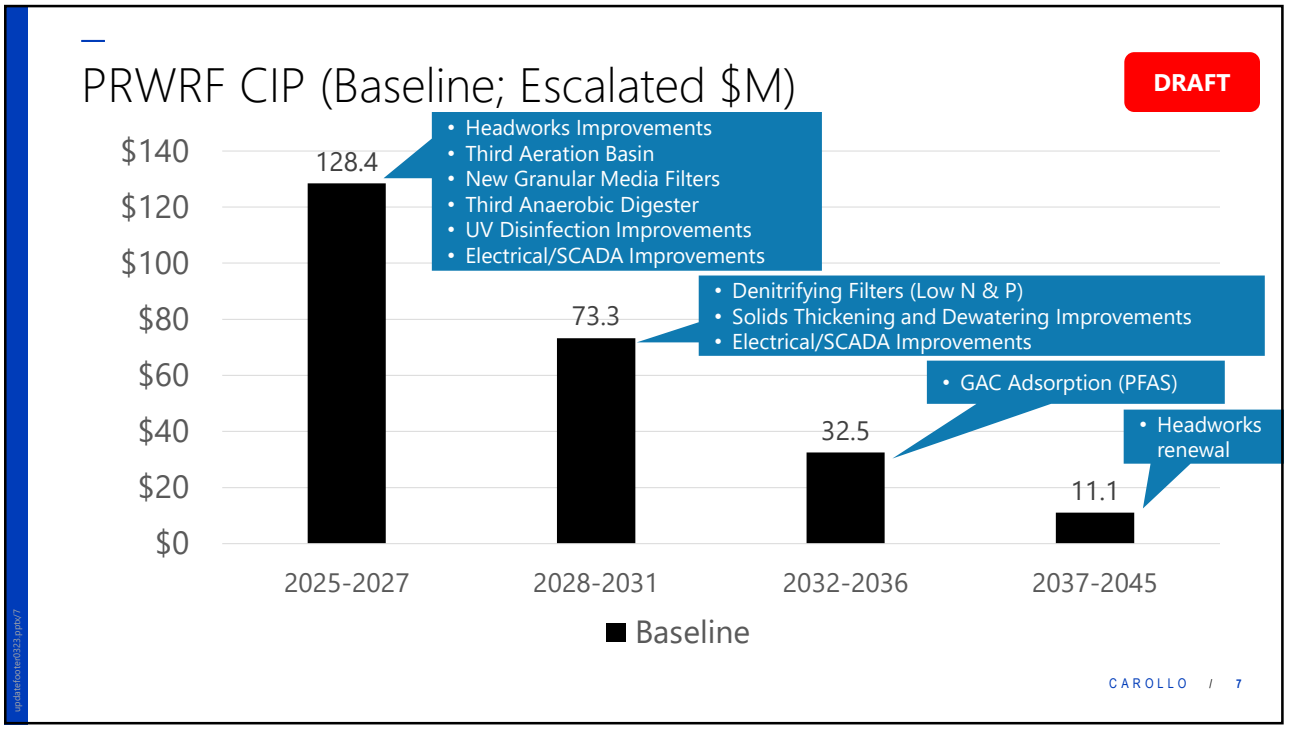
Baseline Scenario (No New WRF)


Aeration Basins (North and South)
Filtrate Equalization Tank & Pump Station
Biosolids Composting
Biosolids Dewatering
Secondary Clarifiers
Outfall to Santa Fe River
Reuse Pump Stations
Effluent Reaeration
Airport Lease
Administration Building
Primary Clarification
UV Disinfection
Anoxic Selectors
Anaerobic Digesters
Grit and Grit Blower Building
Lab
DAF Building
Headworks
Tertiary Filtration
Gas Cleaning and Cogen Engines
2 MG Reuse Tank and Pump Station

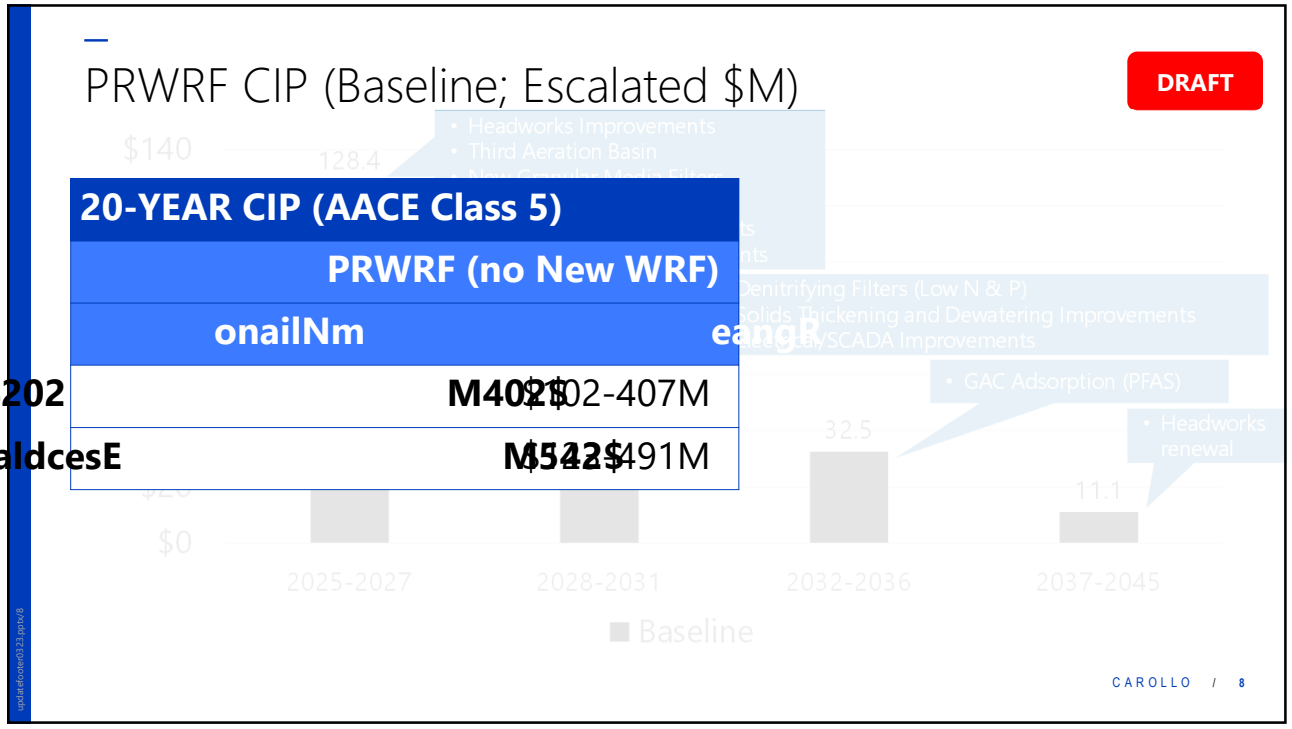
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CIP Summary
2025-2027
2028-2031
2032-2036
2037-2045
DRAFT
AB3
DWT
Airport Lease
THK
PC
UV
D 3
HW
HW
GMF
GAC
+ New Admin. Building and Misc. Sitework

6


PRWRF CIP (Baseline; Escalated $M)
DRAFT
$140
$120
$100
$80
$60
$40
$20
$0
128.4
73.3
32.5
11.1
• Headworks Improvements
• Third Aeration Basin
• New Granular Media Filters
• Third Anaerobic Digester
• UV Disinfection Improvements
• Electrical/SCADA Improvements
• Denitrifying Filters (Low N & P)
• Solids Thickening and Dewatering Improvements
• Electrical/SCADA Improvements
• GAC Adsorption (PFAS)
• Headworks renewal
2025-2027
2028-2031
2032-2036
2037-2045
Baseline
CAROLLO / 7

7


PRWRF CIP (Baseline; Escalated $M)
DRAFT
20-YEAR CIP (AACE Class 5)
PRWRF (no New WRF)
onailNm
eangR
$4202
M402
$402-407M
ataldcesE
M542
$542-491M
CAROLLO / 8

8



9

Key Assumptions

- Siting: across Santa Fe River from PRWRF
- Solids management (digesters, thickeners, gas cleaning, compost) remains at PRWRF
- SJC Return / Reuse Pump Station remains at PRWRF
- Construct new WRF in 2-mgd phases

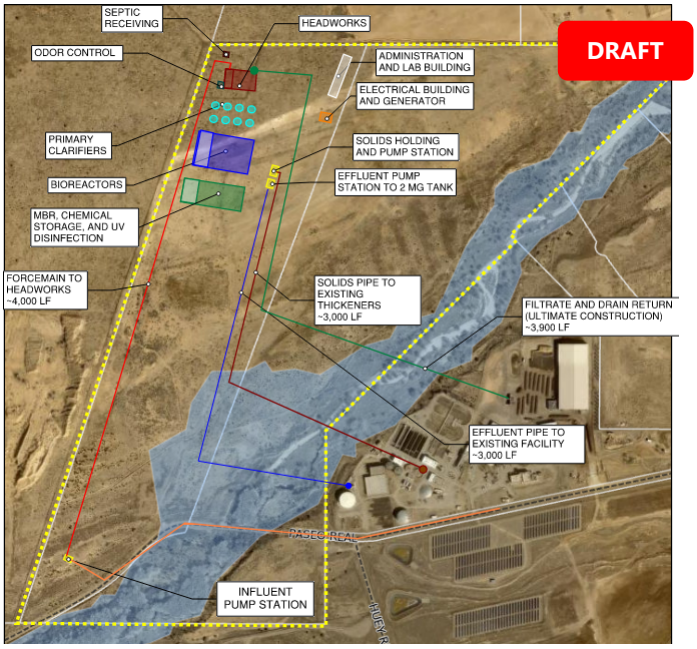
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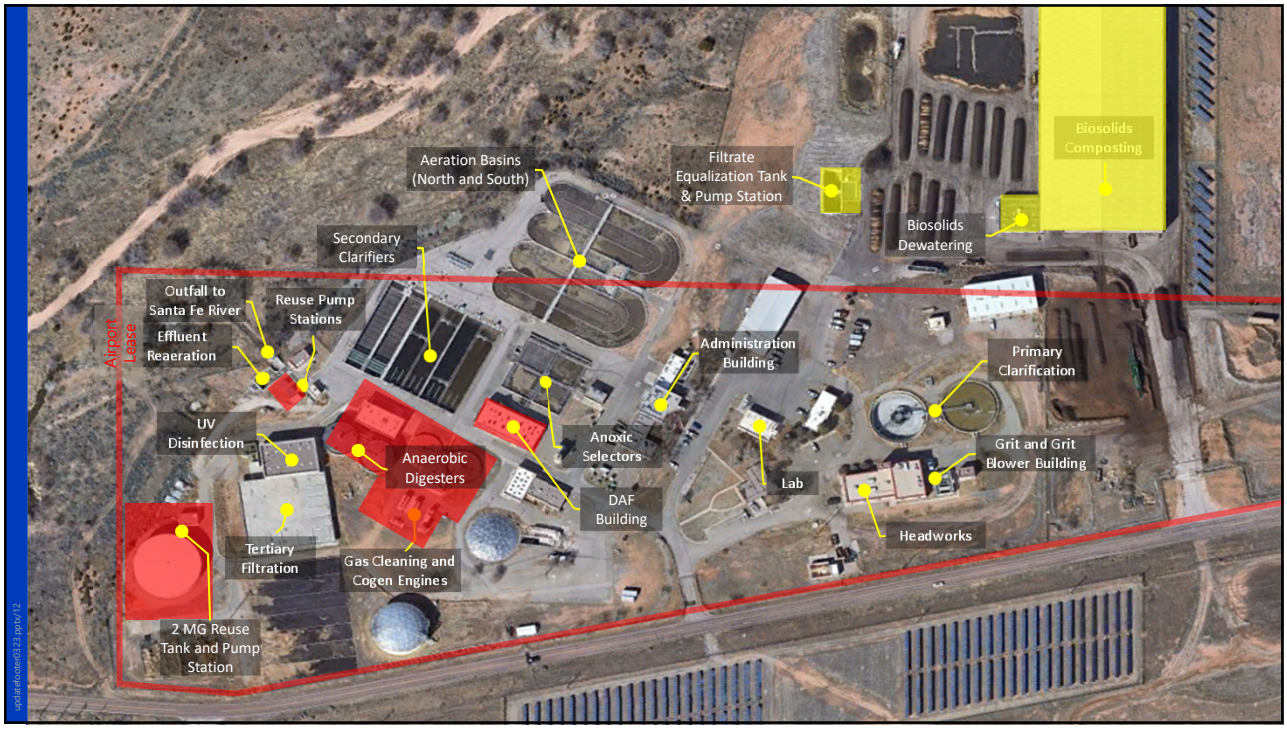
Preliminary Site Layout

Site challenges that affect project costs:

- Topography / excavation
- Floodplain
- Flow transfer between PRWRF/New WRF sites



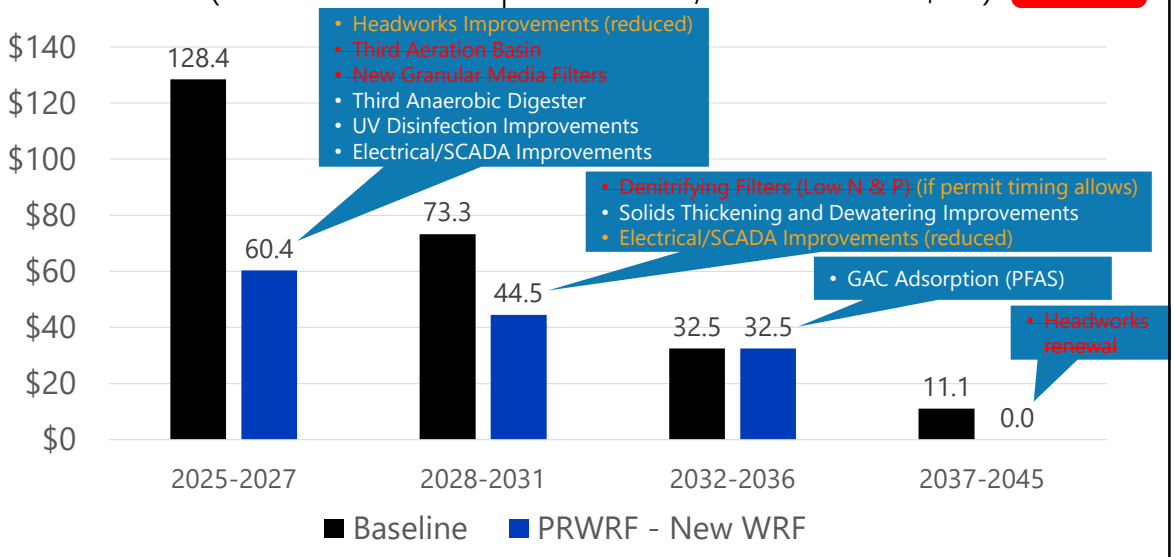
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12

PRWRF CIP (If new WRF is phased in; Escalated $M)

DRAFT



CAROLLO / 13

13

PRWRF CIP (If new WRF is phased in; Escalated $M)

DRAFT

20-YEAR CIP (AACE Class 5)			
ne(oN WF PRR		**W**	
eangR		**onailNm**	
M402	**$2**02-407M	**$114M**	$57-228M
M522	**$**491M	**$138M**	$69-275M

CAROLLO / 14

14

Capital Cost of New WRF

DRAFT

DIRECT COSTS				
Influent Pump Station	1	LS	$ 1,300,000	$ 1,300,000
Septic Receiving	1	LS	$ 750,000	$ 750,000
Headworks (includes coarse screens, fine screens, grit removal and building)	1	LS	$ 17,647,626	$ 17,647,626
Odor Control	1	LS	$ 2,210,000	$ 2,210,000
Primary Clarifiers	1	LS	$ 2,400,000	$ 2,400,000
Secondary Treatment Process (Aeration Basins, Diffusers, Return Pumps (Submersible), Blowers)	1	LS	$ 15,213,629	$ 15,213,629
MBR System (Blowers, Pumps, UV Disinfection, Chemical Addition, Building)	1	LS	$ 13,931,929	$ 13,931,930
Effluent Pump Station	1	LS	$ 1,300,000	$ 1,300,000
Solids Holding Tank and Return Pump Station	1	LS	$ 1,560,000	$ 1,560,000
Operations/ Administration Building (including lab)	1	LS	$ 4,860,000	$ 4,860,000
Electrical Building and Backup Generator (Allowance)	1	LS	$ 7,000,000	$ 7,000,000
DIRECT COSTS (excl. NMGRT)				**$ 68,173,190**
ALLOWANCE FOR CONSTRUCTION SERVICES				
Site/Civil/Yard Piping Allowance	15	%		$ 10,225,979
Misc. Structural / Architectural Allowance	3	%		$ 2,045,196
Coatings and Finishes	0	%		$ -
Mechanical System Allowance (HVAC, Plumbing, etc)	7	%		$ 4,772,123
Electrical, IC, Programming Allowances	20	%		$ 13,634,638
SUBTOTAL (excl. NMGRT)				**$ 98,851,130**
Construction Contingency	35	%		$ 34,600,000
SUBTOTAL DIRECT COST (excl. NMGRT)				**$ 133,451,130**
GENERAL CONDITIONS, CONTRACTOR MARKUPS, TAXES, AND ESCALATION				
General Conditions Allowance	15	%		$ 20,100,000
GC Overhead and Profit	20	%		$ 26,700,000
GC Bonds and Insurance	4	%		$ 5,300,000
TOTAL CONSTRUCTION COST (excl. NMGRT)				**$ 185,551,130**
TOTAL PROJECT COST ALLOWANCES (NON-CONSTRUCTION)				
Engineering, legal, and administrative fees	10	%		$ 18,600,000
Construction Management and ESDCs	10	%		$ 18,600,000
TOTAL PROJECT COST (2024 $ excl. NMGRT)				**$ 222,800,000**
NM GROSS RECEIPTS TAX (NMGRT)	8.1875	%		$ 18,200,000
TOTAL PROJECT COST (2024 $ incl. NMGRT)				**$ 241,000,000**

New WRF (Phase 1 ONLY)
(2 mgd, AACE Class 5)

Nonimal	Rar
$241M	$117-470M

TOTAL COST FOR NEW WRF

$241M Phase 1 (2 mgd)

+ $114M for Interim PRWRF Improvements

+ New WRF capacity expansions to 7 mgd (~$600M)

= ~$950M (plus escalation)

2024$

15

Preliminary Recommendations

16

Preliminary Recommendations: Path Forward

1. Define and initiate **"no regrets"** capital improvements at PRWRF (needed for near-term permit compliance regardless of New WRF)
2. Continue assessment of potential benefits associated with New WRF
3. Thorough condition assessment of PRWRF structural and electrical assets
4. Assess community support and funding/financing opportunities for New WRF → informed go/no-go decision on New WRF

City of Santa Fe

Paseo Real Water Reclamation Facility Master Plan

Public Works/Public Utilities Committee

PRWRF CIP Prioritization and New WRF Considerations

SEPTEMBER 30, 2024

carollo



City of Santa Fe

MINUTES

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE NOVEMBER 18, 2024 AT 5:00 PM COUNCIL CHAMBERS CITY HALL, 200 LINCOLN AVENUE

1. CALL TO ORDER

The Public Works & Utilities Committee Meeting was called to order by Chiar Chavez at 5:03 PM, on Monday, November 18, 2024, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

Members Present:
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Chair Amanda Chavez
Councilor Alma Castro

Members Excused:
None

Others Attending:
Regina Wheeler, Public Works Department Director
John Dupuis, Public Utilities Department Director

3. APPROVAL OF AGENDA

Councilor Carol Romero-Wirth moved, seconded by Councilor Alma Castro, to approve the agenda as amended.

MOTION: **MOTION** A motion was made by City Councilor, District 2 Romero-Wirth, seconded by City Councilor, District 1 Castro, to Approve the Agenda as amended.

VOTE Unanimous by proclamation Consent as amended. Items 7F and 7G were pulled for discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia, Chair Amanda Chavez, Councilor Alma Castro

Against: None

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael

Against: None

Abstain: None

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Alma Castro, to approve the as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia, Chair Amanda Chavez, Councilor Alma Castro

Against: None

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Alma Castro moved, seconded by Councilor Michael Garcia, to approve the consent agenda as amended.

Items 7F and 7G pulled for discussion.

VOTE:	The motion was approved on the following Roll Call vote:
For:	Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia, Chair Amanda Chavez, Councilor Alma Castro
Against:	None
VOTE:	The motion was approved on the following Roll Call vote:
For:	Councilor Michael
Against:	None
Abstain:	None

MOTION:	Councilor Alma Castro moved, seconded by Councilor Michael Garcia, to approve the as amended.
VOTE:	The motion was approved on the following Roll Call vote:
For:	Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia, Chair Amanda Chavez, Councilor Alma Castro
Against:	None
VOTE:	The motion was approved on the following Roll Call vote:
For:	Councilor Michael
Against:	None
Abstain:	None

5. **PUBLIC COMMENT**

6. **PRESENTATION**

a. Guadalupe Streets Reconstruction Project Update (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

7. **ACTION ITEMS: CONSENT**

a. Request for Approval of the November 4, 2024 Public Works and Utilities Committee Meeting Minutes. (Xavier Martinez, Administrative Manager; xbmartinez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/18/2024

MOTION: Councilor Castro moved, seconded by Councilor Garcia, to approve the minutes as presented.

MOTION: Councilor Alma Castro moved, seconded by Councilor Michael Garcia, to approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia, Chair Amanda Chavez, Councilor Alma Castro

Against: None

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael

Against: None

Abstain: None

b. Request for Approval of a Permanent Access Easement in Favor of Grand Prix De Santa Fe, LLC, as Grantee, in the Amount of $39,000.00 as Compensation to the City. (James Harris, Santa Fe Regional Airport Director: jcharris@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 11/18/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024
Airport Advisory Board: 12/12/2024

MOTION: Councilor Castro moved, seconded by Councilor Garcia, to approve the contract as presented.

MOTION: Councilor Alma Castro moved, seconded by Councilor Michael Garcia, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia, Chair Amanda Chavez, Councilor Alma Castro

Against: None

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael

Against: None

Abstain: None

c. Request for the Approval of Agreement with ParkMobile LLC for Mobile App for Street Parking for a Not to Exceed Total Amount of $235,800 Not

Including NMGRT for a Three Year Term. (Andrew Cordero, Contracts Administrator, accordero@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/18/2024
Finance Committee: 11/25/2024
Governing Body: 11/27/2024

MOTION: Councilor Castro moved, seconded by Councilor Garcia, to approve the contract as presented.

MOTION: Councilor Alma Castro moved, seconded by Councilor Michael Garcia, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia, Chair Amanda Chavez, Councilor Alma Castro

Against: None

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael

Against: None

Abstain: None

d. Request for Approval of Agreement for the City of Santa Fe to Provide Potable Water to the Lower Acequia Madre in Exchange for a Reduced Delivery Obligation for Santa Fe River Water at the Acequia Madre Headgate. (Jesse Roach, Water Division Director; jdroach@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/18/2024

Finance Committee: 11/25/2024
Governing Body: 11/27/2024

MOTION: Councilor Castro moved, seconded by Councilor Garcia, to approve the contract as presented.

MOTION: Councilor Alma Castro moved, seconded by Councilor Michael Garcia, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia, Chair Amanda Chavez, Councilor Alma Castro

Against: None

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael

Against: None

Abstain: None

e. CONSIDERATION OF BILL 2024-15. ADOPTION OF ORDINANCE NO. 2024-__. (Mayor Alan Webber)
A Bill Granting Ezee Fiber Texas, LLC, a Non-Exclusive Franchise, to Operate a Telecommunications Network within the City of Santa Fe; the Right to use City Public Rights-of-Way to Provide Telecommunications Services within the City; and Fixing the Terms and Conditions Thereof. (Sean Moody, Project Administrator; sxmoody@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/09/2024
Governing Body (Public Comment): 10/30/2024
Economic Development Advisory Committee: 11/06/2024

Public Works and Utilities Committee: 11/18/2024
~~Finance Committee: 11/25/2024~~ (MEETING CANCELED AND LEGISLATION POSTPONED TO 12/09/2024)
Finance Committee: 12/09/2024
Governing Body: 12/11/2024

MOTION: Councilor Castro moved, seconded by Councilor Garcia, to approve the bill as presented.

MOTION: Councilor Alma Castro moved, seconded by Councilor Michael Garcia, to approve the bill as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia, Chair Amanda Chavez, Councilor Alma Castro

Against: None

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael

Against: None

Abstain: None

f. CONSIDERATION OF BILL 2024-19. ADOPTION OF ORDINANCE NO. 2024-___. (Mayor Alan Webber)
A Bill Approving the Sale of City-Owned Buildings, Improvements, and Six Parcels Located at 1600 St. Michael's Drive Within the City and County of Santa Fe, New Mexico, Aspect QOZB,LLC, in Three Phases, for a Total of $5,000,000. (Daniel Hernandez, Metropolitan Redevelopment Agency Director; dahernandez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/30/2024
Governing Body (Public Comment): 11/13/2024
Public Works and Utilities Committee: 11/18/2024
Quality of Life Committee: 11/20/2024
Economic Development Advisory Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body (Public Hearing): 12/11/2024

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Castro, to approve the bill as presented.

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Alma Castro, to approve the bill as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Carol Romero-Wirth, Councilor Alma Castro

Against: Councilor Lee Garcia

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Carol

Against: Councilor Lee

Abstain: Councilor Michael

g. CONSIDERATION OF RESOLUTION NO. 2024-____. (Mayor Alan Webber)
A Resolution Establishing the City of Santa Fe's Priorities for Consideration by the New Mexico State Legislature During the 57th Legislature- State of New Mexico – First Session, 2025.

Committee Review:
~~Governing Body (Introduced): 11/13/2024~~

~~Public Works and Utilities Committee: 11/18/2024~~
~~Quality of Life Committee: 11/20/2024~~
~~Finance Committee: 11/25/2024~~
~~Governing Body: 11/25/2024~~
Meeting schedule revised to be consistent with schedule posted 11/08/2024 on Civic Clerk
Finance (Introduced): 11/12/2024
Governing Body: 11/13/2024 (Postponed to Quality of Life Committee on 11/20/2024 and Governing Body 11/25/2024)
Public Works and Utilities Committee: 11/18/2024
Quality of Life Committee: 11/20/2024
Governing Body (Special Meeting): 11/25/2024

MOTION: Councilor Garcia moved, seconded by Councilor Castro, to approve the resolution as amended.

MOTION: Councilor Michael Garcia moved, seconded by Councilor Alma Castro, to approve the resolution as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Alma Castro

Against: Councilor Lee Garcia

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Michael

Against: Councilor Lee

Abstain: None

8. **ACTION ITEMS: DISCUSSION**

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: December 02 2024**

13. **ADJOURN** The Public □Works & Utilities □Committee Meeting was adjourned at 6:40pm.

_____ _____

Liaison Chair

City of Santa Fe New Mexico
Memorandum

Date: October 24, 2024

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Oct 29, 2024 17:01 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM, Capital Projects Manager

Subject: Approval of a Cooperative Project Agreement - Design

Vendor Name: New Mexico Department of Transportation

Vendor Number: 7177

ACTION:
Request for Approval of a Cooperative Project Agreement – Design Control No. S100830 With the New Mexico Department of Transportation for the Engineering Design of Arroyo Chamisos Trail Extension in the Total Amount of $300,000 through December 31, 2026 (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, 505-955-6623)

1) Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $300,000 using $256,320 of NMDOT funding and $43,680 of Road Impact Fees to Design the Arroyo Chamisos Trail Extension Project.

BACKGROUND AND SUMMARY:
The Arroyo Chamisos Trail Extension Project connecting East and West Zia neighborhoods has been prioritized in the Santa Fe Metropolitan Planning Organization's Bicycle Masterplan and the Bicycling and Pedestrian Strategic Plan FY2023-2033.

Recognizing the importance of this project, a $300,000 federal funding was granted via Recreational Trail Program administered by the New Mexico Department of Transportation. The funding will be used to design a 10 ft-wide, 845 ft-long paved multi-use path along the 20 ft-wide drainage easement on Arroyo de los Chamisos between Botulph Road and Old Arroyo Chamiso. The Cooperative Agreement terminates on December 31, 2026.

PROCUREMENT METHOD:
This funding is exempt from the New Mexico Procurement Code as per Section 13-1-98 A.

Chief Procurement Officer Approval: _____ **Date:** Nov 12, 2024
Comment/Exceptions:
NMSA 1978, Section 13-1-98 (A)

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is N/A (Revenue)
The FY25 Project ledger number is PWD2533015.

$$$$$ SOURCE/REVENUE: ☐Expense ☒Revenue

The funding source is: NMDOT S100830
Fund Name/Number: Roadway/Trails/330
Munis Org Name/Number: Streets/3309980
Munis Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: 490150

If the project is grant funded? List grant award number*:* S100830
Grant Manager / Accounting Officer Approval: Matthew Bonifer **Date:** 11/04/2024
Matthew Bonifer (Nov 4, 2024 08:42 MST)
Comment/Exceptions:

Project Ledger #: PWD2533015

Budget Officer Approval: Andy Hopkins **Date:** 11/01/2024
Comment/Exceptions:

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☒ No

 # (if known):

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain:

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Project Ledger #: PWD2533015
Anticipated length of project: 2 years

Asset Manager Approval: **Date:**
Comment/Exceptions:

Department Approvals:

IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info:
Amanda Archuleta, Email: ajarchuleta@santafenm.gov; Phone: 505-955-6631

ATTACHMENTS:
Cooperative Project Agreement – Design
Budget Adjustment Resolution

Halona Crowe
_____
Reviewed by Halona Crowe

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

July 24, 2024

Ms. Romella Glorioso-Moss
Captial Projects Manager
City of Santa Fe
200 Lincoln Ave, P.O. Box 909
Santa Fe, New Mexico 87504-0909

RE: Control Number: S100830

Dear Ms. Glorioso-Moss:

Enclosed for your coordination of signatures is an original of the Cooperative Project Agreement for the project referenced above. Please return the signed agreement to your Region T/LPA Coordinator. An original will be sent to you at the time it is fully executed.

If you have any questions concerning this agreement or if I can be of further assistance, please contact me at (505) 795-3663.

Sincerely,

Jacqulynn Hurtado

On behalf of

Kimberly Perry
Deputy Director
Project Oversight Division

Concur:

Region T/LPA Coordinator

CC: Sean Sandoval Project Oversight Director
Kimberly Perry Project Oversight Deputy Director

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

General Office | P. O. Box 1149 | Santa Fe, NM 87504

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

Contract No.:
Vendor No.: **0000054360**
Control No.: **S100830**

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100830 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2025 Rec Trails Prog (RTP) Funds**
   Department's 85.44% share $256,320
   Arroyo Chamisos Trail Extension. Arroyo Chamisos Trail connection between East Zia and West Zia. (Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100830.)
2. **City's matching 14.56% share** $43,680
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $300,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

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By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements regarding Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **December 31, 2026.** If a contract term extension is needed, the Local Agency must provide a written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there are no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

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9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. The performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Katrina Quintana
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: (505) 699-7584
E-mail: katrina.quintana@dot.nm.gov

District T/LPA Coordinator
Javier Martinez
T/LPA Coordinator Interim
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: (505) 500-2360
E-mail: javier.martinez@dot.nm.gov

Construction Liaison Engineer
Eunice Cazares de Bravo
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, NM 87505
Office: (505) 321-8380
E-mail: Eunice.Cazares@dot.nm.gov

Local Agency
Romella Glorioso-Moss
Captial Projects Manager
City of Santa Fe
200 Lincoln Ave, P.O. Box 909
Santa Fe, New Mexico 87504-0909
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

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12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: DocuSigned by: Sunderjeet kaur 2BDDF719FE784A2... Date: 08/13/24
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
Geralyn Cardenas, Interim City Clerk

Approved as to form and legal sufficiency:

By: Kevin L. Nault Kevin L. Nault (Aug 29, 2024 09:29 MDT) Date: Aug 29, 2024
Kevin L Nault, Assistant City Attorney

Approved for Finances

By: Emily K. Oster Date: Nov 15, 2024
Emily Oster, Finance Director

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (UEI);	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	**Start date: Please see date on approved Federal Highway form thru End Date: 12/31/2026.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$256,320**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Arroyo Chamisos Trail Extension. Arroyo Chamisos Trail connection between East Zia and West Zia.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.219- Recreational Trails Program**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

EXHIBIT B

Uniform Administrative Requirements and Audit
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USA Spending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section should be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets & Roadways CIP	8/13/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - Arroyo Chamisos Trail Ext	3309980	572960	PWD2533015	300,000	
Impact Fees - Capital Transfer Out to Streets/Roadways CIP	2320471	760330		43,680	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT - Arroyo Chamisos Trail Ext	3309980	490150	PWD2533015	(256,320)	
Streets/Roadways CIP - Capital Transfer In from Impact Fees	3309980	660232		(43,680)	
				$ 43,680	$ -

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

Agreement with NMDOT for design of the Arroyo Chamiso Trail Extension between East Zia and West Zia Road in the amount of $256,320 with a $43,680 local match from Impact Fees for a total of $300,000. (S100830 expires 12/31/2026)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(43,680)
TOTAL:	(43,680)

Halona Crowe — 8/13/2024
Prepared By *{print name}* — Date

Division Director Signature — Date

Regina Wheeler (Nov 1, 2024 14:36 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 — 11/01/2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

GB PW NMDOT Cooperative Agreement S100830 (ADLCT0) dept 1

Final Audit Report 2024-11-16

Created:	2024-11-12
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA65JS7JL2mSEt-tz5iotvJJbS5nfnW82Z

"GB PW NMDOT Cooperative Agreement S100830 (ADLCT0) dept 1" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-12 - 4:03:11 PM GMT- IP address: 97.182.23.177

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-12 - 4:04:30 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-12 - 4:32:39 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-12 - 4:43:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-12 - 4:43:33 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-16 - 0:37:48 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-16 - 0:40:27 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-16 - 0:40:27 AM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Date: November 21, 2024

To: Governing Body

From: Regina Wheeler, Public Works Director
Regina Wheeler (Nov 21, 2024 16:28 MST)

Subject: On-call Project Management Services

Vendor Name: Capital Program Management Services LLC

Munis Vendor Number:10565

ITEM AND ISSUE:

Request Approval of a Professional Servcies Contract with Capital Program Management Services LLC for not to Exceed $4,327,500 Including NMGRT for On-Call Project Management Services For a Four Year Term.

CONTRACT NUMBER:

The FY25 3250324

BACKGROUND AND SUMMARY:

On-call professional services agreements are established to augment the capacity and skills of City staff. With an unprecedented level of funding for capital projects, it is essential to have on-call professional services at hand to ensure the compliant, timely and successful deployment of projects. Project Managers, Division Directors and Department Directors oversee service professionals to ensure that procedures comply with City commitment to community engagement and cost effective, sustainable, safe and compliant infrastructure.

RFP 24060 was advertised in July 2024. Three responsive offers were received and three agreements for on-call project management services are being established.

On-call service agreements are not a guarantee of work. The City will issue task orders to vendor as need and funding arise.

ATTACHMENTS:

Professional Services Agreement
Horizons declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)

Halona Crowe

Approvals and Supporting Information:

PROCUREMENT METHOD:

RFP 24060 for Project Management Professional Services

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Nov 27, 2024

CPO Comment/Exceptions: NMSA 1978, Section 13-1-111

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** Nov 22, 2024

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes |☒ ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

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**

Project Ledger #: _____

(*will this procurement result in a tangible item that costs more than $5,000?)

(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)

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

Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes ☒ ☐ No

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

Comment/Exception _____

Item #: _____
Munis Contract #: _____
RFP#: 24060

CITY OF SANTA FE

PROFESSIONAL SERVICES 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 **Capital Program Management Services LLC (CPGMS)**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

Project types that Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

The City's Facilities Division Director or Director of Public Works ~~will~~ shall provide Contractors with Task Order scopes of work for which Contractors may provide a quotation for owner representative project management services related to any particular project. Upon receiving the City's request for services, the Contractor shall provide the City with an estimate of hours of labor, costs and schedule to perform the work. Each Task Order will be negotiated on a project-by-project basis. This work may be phased in alignment with City priorities and funding.

Examples of tasks that could be included in the Task Order scopes of work include:

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding
    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement
    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement
    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.
    c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
    d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
    e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
    f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:
        i. Review of Plans and Plats
        ii. Design Analysis Reports (DARs)
        iii. Drainage Reports
        iv. Design Plans at all phases

v. Conformance to standards and specifications
vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents
vii. A/E Contract Exhibit Review
viii. Safety Studies
ix. Corridor studies
x. Traffic Impact Analysis
xi. Lighting and Signalization Reports
xii. Engineering Estimates Opinions of Probable Cost
xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction
   a. Perform construction management services,
   b. Provide digital photo and/or video logs of construction progress at each stage;
   c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
   d. Construction quality control monitoring, testing and inspection;
   e. Assist in resolution of unforeseen conditions
   f. Continue to maintain critical path schedule
6. Asset Management
   a. Assist with claim analysis and development of corrective action plans;
   b. Provide expert witness services,
   c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Project Management Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed four million dollars ($4,000,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred twenty-seven thousand five hundred dollars ($327,500.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four million, three hundred twenty-seven thousand five hundred dollars ($4,327,500.00) for the term of this agreement.**

B. Payment. The total compensation under this Agreement shall not exceed four million three hundred-seven thousand five hundred dollars ($4,327,500) including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

6. 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.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this 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.

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

B. If the City proposes an amendment to the 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. Entire Agreement.

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

16. 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 RFP#24060 Owner Representative Project Management Services 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. Professional Liability Insurance

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

22. 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.

23. 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.

24. 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. If 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.

25. 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.

26. 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.

27. 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.

28. 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:
Regina Wheeler, Public Works Department Director
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
rawheeler@santafenm.gov

To the Contractor:
Lloyd J Gronning, President
Capital Project Management Services LLC
199 East Chili Line Road
Santa Fe, NM 87508
lgronning@cpgms.com

29. 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 a binding contract.

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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, MAYOR

CONTRACTOR:
Capital Program Management Services LLC

Lloyd Gronning
_____
LLOYD J. GRONNING, PRESIDENT

DATE: Nov 6, 2024

NMBTIN: 03563637008

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 6, 2024 09:14 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2024

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
The Hartwell Corporation
PO Box 51019
Idaho Falls, ID 83405

CONTACT NAME: Aubrey Archuleta
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: aubrey@thehartwellcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co	25615
INSURER B : XL Design Professional	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Capital Program Management Services LLC
199 East Chili Line Road
Santa Fe, NM 87508

COVERAGES CERTIFICATE NUMBER: 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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE OCCUR			6808S794039	11/3/2024	11/3/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili			DPS9984838	11/3/2023	11/3/2024	Each Claim	1,000,000
B	Professional Liabili			DPS9984838	11/3/2023	11/3/2024	Aggregate	2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARCHULETA, AMANDA J.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, April 30, 2024 9:40 AM
To: ARCHULETA, AMANDA J.
Subject: Re: Scope of Work

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Amanda,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Apr 30, 2024 at 9:28 AM ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov> wrote:

> Good Morning Matt,
>
> Would Horizon's be interested in the scope of work below,

A. **SCOPE OF WORK**

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
b. Ensure project plan and administration adhere to all requirements of funding sources.
c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

    i. Review of Plans and Plats

    ii. Design Analysis Reports (DARs)

    iii. Drainage Reports

    iv. Design Plans at all phases

    v. Conformance to standards and specifications

    vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

    vii. A/E Contract Exhibit Review

    viii. Safety Studies

    ix. Corridor studies

    x. Traffic Impact Analysis

    xi. Lighting and Signalization Reports

    xii. Engineering Estimates Opinions of Probable Cost

    xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.

i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule

6. Asset Management

    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you for your consideration,

Amanda Archuleta

Public Works – Complete Streets Contracts Administrator

Phone: 505-955-6631

Mobile: 505-629-7286

Email: ajarchuleta@santafenm.gov

ARCHULETA, AMANDA J.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Thursday, May 2, 2024 10:32 AM
To: ARCHULETA, AMANDA J.
Cc: Purchasing DET
Subject: RE: Request for Determination

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

- https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- https://naspovaluepoint.org/categories/
- https://www.omniapartners.com/publicsector/contracts
- https://www.buyboard.com/home.aspx
- https://www.h-gac.com/Home
- https://www.gsaelibrary.gsa.gov/
- https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - Determination requests to purchasing_det@santafenm.gov
  - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Thursday, May 2, 2024 10:10 AM

To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Request for Determination

Good Morning,

I am requesting a Determination on the scope of work below:

SCOPE OF WORK

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
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    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.

c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

i. Review of Plans and Plats

ii. Design Analysis Reports (DARs)

iii. Drainage Reports

iv. Design Plans at all phases

v. Conformance to standards and specifications

vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

vii. A/E Contract Exhibit Review

viii. Safety Studies

ix. Corridor studies

x. Traffic Impact Analysis

xi. Lighting and Signalization Reports

xii. Engineering Estimates Opinions of Probable Cost

xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

1. Perform construction management services,
2. Provide digital photo and/or video logs of construction progress at each stage;
3. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
4. Construction quality control monitoring, testing and inspection;
5. Assist in resolution of unforeseen conditions
6. Continue to maintain critical path schedule

6. Asset Management

1. Assist with claim analysis and development of corrective action plans;
2. Provide expert witness services,
3. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you in advance,

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

CITY OF SANTA FE

Date: November 21, 2024

To: Governing Body

From: Regina Wheeler, Public Works Director Regina Wheeler
Regina Wheeler (Nov 22, 2024 15:54 MST)

Subject: On-call Project Management Services

Vendor Name: Wilson & Company Inc

Munis Vendor Number:2574

ITEM AND ISSUE:

Request Approval of a Professional Servcies Contract with Wilson & Company Inc for not to Exceed $4,327,500 Including NMGRT for On-Call Project Management Services for a Four Year Term.

CONTRACT NUMBER:

The FY25 3250325

BACKGROUND AND SUMMARY:

On-call professional services agreements are established to augment the capacity and skills of City staff. With an unprecedented level of funding for capital projects, it is essential to have on-call professional services at hand to ensure the compliant, timely and successful deployment of projects. Project Managers, Division Directors and Department Directors oversee service professionals to ensure that procedures comply with City commitment to community engagement and cost effective, sustainable, safe and compliant infrastructure.

RFP 24060 was advertised in July 2024. Three responsive offers were received and three agreements for on-call project management services are being established.

On-call service agreements are not a guarantee of work. The City will issue task orders to vendor as need and funding arise.

ATTACHMENTS:

Professional Services Agreement
Vendors Proposal
Horizons declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)

Halona Crowe

Reviewed by Halona Crowe

Approvals and Supporting Information:

PROCUREMENT METHOD:

RFP 24060 for Project Management Professional Services

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Nov 25, 2024

CPO Comment/Exceptions: Multiple vendors awarded

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** Nov 25, 2024

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes |☒ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

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**

Project Ledger #: _____

(*will this procurement result in a tangible item that costs more than $5,000?)

(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)

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

Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes ☒ No

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

Comment/Exception _____

Item #: _____
Munis Contract #: _____
RFP#: 24060

CITY OF SANTA FE

PROFESSIONAL SERVICES 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 **Wilson & Company Inc., Engineers & Architects**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

Project types that Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

The City's Facilities Division Director or Director of Public Works shall provide Contractors with Task Order scopes of work for which Contractors may provide a quotation for owner representative project management services related to any particular project. Upon receiving the City's request for services, the Contractor shall provide an estimate of hours of labor, costs and schedule to the perform the work. Each Task Order will be negotiated on a project-by-project basis. This work may be phased in alignment

with City priorities and funding.

Examples of tasks that could be included in the Task Order scopes of work include:

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding
    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
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    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement
    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement
    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.
    c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
    d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
    e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
    f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may perform technical reviews and services to include but not be limited to:
        i. Review of Plans and Plats
        ii. Design Analysis Reports (DARs)
        iii. Drainage Reports

iv. Design Plans at all phases
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ix. Corridor studies
x. Traffic Impact Analysis
xi. Lighting and Signalization Reports
xii. Engineering Estimates Opinions of Probable Cost
xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
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    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule
6. Asset Management
    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Project Management Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed four million dollars ($4,000,000.00), excluding gross receipts tax for the term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred twenty-seven thousand five hundred dollars ($327,500.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four million, three hundred twenty-seven thousand five hundred dollars ($4,327,500.00).**

B. Payment. The total compensation under this Agreement shall not exceed $4,327,500 including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

6. 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.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this 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.

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

B. If the City proposes an amendment to the 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. Entire Agreement.

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

16. 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 RFP#24060 Owner Representative Project Management Services 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. Professional Liability Insurance

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

22. 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.

23. 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.

24. 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. If 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.

25. 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.

26. 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.

27. 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.

28. 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:
Regina Wheeler, Public Works Department Director
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
rawheeler@santafenm.gov

To the Contractor:
Daniel Aguirre, Senior Vice President
Wilson & Company, Inc. Engineers & Architects
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
daniel.aguirre@wilsonco.com

29. 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 a binding contract.

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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, MAYOR

CONTRACTOR:
Wilson & Company Inc., Engineers & Architects

_____
DANIEL AGUIRRE, SENIOR VICE PRESIDENT

DATE: Nov 8, 2024

NMBTIN: 48-1176300

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:
Kevin L. Nault
Kevin L. Nault (Nov 8, 2024 13:01 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

Rate Schedule Listing

Employee/Class/Activity Type, Code & Name		Year 1	Year 2	Year 3	Year 4
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	102.00	107.00	112.00	117.00
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	116.00	121.00	126.00	132.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	132.00	138.00	144.00	150.00
A4	ARCHITECT/(LICENSED)	151.00	158.00	165.00	172.00
A5	ARCHITECT (LICENSED)	186.00	194.00	202.00	211.00
A6	ARCHITECT (LICENSED)	221.00	230.00	240.00	250.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	68.00	71.00	74.00	77.00
AD2	ADMIN ASST II/ RECEPT/MAINT II	72.00	75.00	78.00	82.00
AD3	ADMIN ASST III/ RECEPT/MAINTIII	76.00	80.00	84.00	88.00
AD4	ADMIN ASST IV/EXEC ASST IV	87.00	91.00	95.00	99.00
AD5	SR ADMIN V/EXEX ASST V/ ADM MGR	110.00	115.00	120.00	125.00
FC1	CONSTRUCTION OBSERVER	70.00	73.00	76.00	80.00
FC2	CONSTRUCTION OBSERVER	96.00	100.00	104.00	109.00
FC3	CONSTRUCTION OBSERVER	104.00	109.00	114.00	119.00
FC4	CONSTRUCTION OBSERVER	126.00	132.00	138.00	144.00
FC5	CONSTRUCTION OBSERVER	158.00	165.00	172.00	179.00
FC6	CONSTRUCTION OBSERVER	182.00	190.00	198.00	206.00
FC7	CONSTRUCTION OBSERVER	255.00	266.00	277.00	289.00
FS1	CHAINMAN	66.00	69.00	72.00	75.00
FS2	RODMAN	72.00	75.00	78.00	82.00
FS3	INSTRUMENTMAN	82.00	86.00	90.00	94.00
FS4	PARTY CHIEF	114.00	119.00	124.00	129.00
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	146.00	152.00	159.00	166.00
FS6	DEPARTMENT HEAD	197.00	205.00	214.00	223.00
FS7	SR DEPARTMENT MANAGER	250.00	260.00	271.00	282.00
IA1	INTERN	64.00	67.00	70.00	73.00
IA2	COLLEGE STUDENT	74.00	77.00	81.00	85.00
IA3	GRAD STUDENT/COLLEGE GRAD	80.00	84.00	88.00	92.00
IA4	GRAD STUDENT/COLLEGE GRAD	84.00	88.00	92.00	96.00
OD1	APPRENTICE DRAFTER	84.00	88.00	92.00	96.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	94.00	98.00	102.00	107.00
OD3	DRAFTER, DETAILER	102.00	107.00	112.00	117.00
OD4	SR DRAFT, DETAIL, CAD OPERATOR	120.00	125.00	130.00	136.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	142.00	148.00	154.00	161.00
OD6	CHIEF DRAFTER	162.00	169.00	176.00	184.00
OF6	ASSOCIATE VICE PRESIDENT	294.00	306.00	319.00	332.00
OF7	VICE PRESIDENT	329.00	343.00	357.00	372.00
OF8	SR VICE PRESIDENT	389.00	405.00	422.00	439.00
OP1	APPRENTICE STEREO OPERATOR	84.00	88.00	92.00	96.00
OP2	STEREO OPERATOR	94.00	98.00	102.00	107.00
OP3	STEREO OPERATOR	102.00	107.00	112.00	117.00

OP4	SR STEREO OPER, SQUAD LEADER	120.00	125.00	130.00	136.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	149.00	155.00	162.00	169.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	208.00	217.00	226.00	236.00
OP7	CHIEF PHOTOGRAM	241.00	251.00	262.00	273.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	116.00	121.00	126.00	132.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	128.00	134.00	140.00	146.00
P3	STAFF DETAIL DESIGNER (UNLIC)	136.00	142.00	148.00	154.00
P4	STAFF DETAIL DESIGNER (LICENSED)	173.00	180.00	188.00	196.00
P5	PROJECT DESIGNER (LICENSED)	235.00	245.00	255.00	266.00
P6	PROJECT DESIGNER (LICENSED)	270.00	281.00	293.00	305.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	329.00	343.00	357.00	372.00
PD1	DETAIL DESIGNER (UNLICENSED)	104.00	109.00	114.00	119.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	126.00	132.00	138.00	144.00
PD3	SENIOR DESIGNER II	138.00	144.00	150.00	156.00
PD4	SENIOR DESIGNER III	162.00	169.00	176.00	184.00
PD5	SENIOR DESIGNER	182.00	190.00	198.00	206.00
RP1	RAILROAD PROFESSIONAL	160.00	167.00	174.00	181.00
RP2	RAILROAD PROFESSIONAL	170.00	177.00	185.00	193.00
RP3	RAILROAD PROFESSIONAL	186.00	194.00	202.00	211.00
RP4	RAILROAD PROFESSIONAL SENIOR	206.00	215.00	224.00	233.00
RP5	RAILROAD PROFESSIONAL MANAGER	221.00	230.00	240.00	250.00
RP6	SENIOR RAILROAD SPECIALIST	255.00	266.00	277.00	289.00
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	70.00	73.00	76.00	80.00
SP2	SR RE SPEC/PUBLIC INVOL/CONSULT/OTHE	102.00	107.00	112.00	117.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	132.00	138.00	144.00	150.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	173.00	180.00	188.00	196.00
SP5	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	191.00	199.00	207.00	216.00
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	272.00	283.00	295.00	307.00
SP7	SR AVP/VP/OPS MGR	277.00	289.00	301.00	314.00
PL1	PLANNER	84.00	88.00	92.00	96.00
PL2	PLANNER	104.00	109.00	114.00	119.00
PL3	PLANNER	128.00	134.00	140.00	146.00
PL4	PROJECT PLANNER	146.00	152.00	159.00	166.00
PL5	SENIOR PROJECT PLANNER	195.00	203.00	212.00	221.00
PL6	SENIOR PROJECT PLANNER	270.00	281.00	293.00	305.00

ARCHULETA, AMANDA J.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, April 30, 2024 9:40 AM
To: ARCHULETA, AMANDA J.
Subject: Re: Scope of Work

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Amanda,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Apr 30, 2024 at 9:28 AM ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov> wrote:

> Good Morning Matt,
>
> Would Horizon's be interested in the scope of work below,

A. **SCOPE OF WORK**

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
b. Ensure project plan and administration adhere to all requirements of funding sources.
c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

    i. Review of Plans and Plats

    ii. Design Analysis Reports (DARs)

    iii. Drainage Reports

    iv. Design Plans at all phases

    v. Conformance to standards and specifications

    vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

    vii. A/E Contract Exhibit Review

    viii. Safety Studies

    ix. Corridor studies

    x. Traffic Impact Analysis

    xi. Lighting and Signalization Reports

    xii. Engineering Estimates Opinions of Probable Cost

    xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.

i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule

6. Asset Management

    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you for your consideration,

Amanda Archuleta

Public Works – Complete Streets Contracts Administrator

Phone: 505-955-6631

Mobile: 505-629-7286

Email: ajarchuleta@santafenm.gov

ARCHULETA, AMANDA J.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Thursday, May 2, 2024 10:32 AM
To: ARCHULETA, AMANDA J.
Cc: Purchasing DET
Subject: RE: Request for Determination

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

- https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- https://naspovaluepoint.org/categories/
- https://www.omniapartners.com/publicsector/contracts
- https://www.buyboard.com/home.aspx
- https://www.h-gac.com/Home
- https://www.gsaelibrary.gsa.gov/
- https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - Determination requests to purchasing_det@santafenm.gov
  - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Thursday, May 2, 2024 10:10 AM

To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Request for Determination

Good Morning,

I am requesting a Determination on the scope of work below:

SCOPE OF WORK

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.

c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

i. Review of Plans and Plats

ii. Design Analysis Reports (DARs)

iii. Drainage Reports

iv. Design Plans at all phases

v. Conformance to standards and specifications

vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

vii. A/E Contract Exhibit Review

viii. Safety Studies

ix. Corridor studies

x. Traffic Impact Analysis

xi. Lighting and Signalization Reports

xii. Engineering Estimates Opinions of Probable Cost

xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

1. Perform construction management services,
2. Provide digital photo and/or video logs of construction progress at each stage;
3. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
4. Construction quality control monitoring, testing and inspection;
5. Assist in resolution of unforeseen conditions
6. Continue to maintain critical path schedule

6. Asset Management

    1. Assist with claim analysis and development of corrective action plans;
    2. Provide expert witness services,
    3. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you in advance,

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE (MM/DD/YYYY) 5/28/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 4011 WILSON & CO., INC. 4401 MASTHEAD STREET NE SUITE 150 ALBUQUERQUE NM 87109	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Valley Forge Insurance Company — 20508 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** American Casualty Company of Reading, PA — 20427 **INSURER D :** Transportation Insurance Company — 20494 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19825998 **REVISION NUMBER:** XXXXXXX

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	7091833236	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	7091833222	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		N	7091833186 7091833205	6/1/2024 6/1/2024	6/1/2025 6/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: PROJECT NUMBER: 2323-01-C1117 PROJECT NAME: ALL DESIGN PROFESSIONAL SERVICES, CATEGORY 1 – LOT 1, ARCHITECTURAL DESIGN AND CONSULTING SERVICES. CITY OF SANTA FE, THEIR OFFICIALS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

19825998
CITY OF SANTA FE, NEW MEXICO
ATTN: ROMELLA GLORIOSO-MOSS, PHD, CPM, AICP
CAPITAL PROJECTS MANAGER & BPAC STAFF LIAISON
PUBLIC WORKS – COMPLETE STREETS
737 AGUA FRIA ST
SANTA FE, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2025 5/28/2024

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.

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Berkshire Hathaway Specialty Insurance Company / 22276
INSURED 1048828 WILSON & CO., INC. 4401 MASTHEAD STREET NE SUITE 150 ALBUQUERQUE NM 87109	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19826003 **REVISION NUMBER:** XXXXXXX

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	47-EPP-305301-07	6/1/2024	6/1/2025	$1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS.	

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

RE: PROJECT NUMBER: 2323-01-C1117 PROJECT NAME: ALL DESIGN PROFESSIONAL SERVICES, CATEGORY 1 – LOT 1, ARCHITECTURAL DESIGN AND CONSULTING SERVICES.

CERTIFICATE HOLDER

19826003
CITY OF SANTA FE, NEW MEXICO
ATTN: ROMELLA GLORIOSO-MOSS, PHD, CPM, AICP
CAPITAL PROJECTS MANAGER & BPAC STAFF LIAISON
PUBLIC WORKS – COMPLETE STREETS
737 AGUA FRIA ST
SANTA FE, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE

Date: November 21, 2024

To: Governing Body

From: Regina Wheeler, Public Works Director RW
RW (Nov 21, 2024 13:13 MST)

Subject: On-call Project Management Services

Vendor Name: Leroy N. Pacheco

Munis Vendor Number:2102

ITEM AND ISSUE:

Request Approval of a Professional Servcies Contract with Leroy N. Pacheco for not to Exceed $4,327,500 Including NMGRT for On-Call Project Management Services For a Four Year Term.

CONTRACT NUMBER:

The FY25 3250326

BACKGROUND AND SUMMARY:

On-call professional services agreements are established to augment the capacity and skills of City staff. With an unprecedented level of funding for capital projects, it is essential to have on-call professional services at hand to ensure the compliant, timely and successful deployment of projects. Project Managers, Division Directors and Department Directors oversee service professionals to ensure that procedures comply with City commitment to community engagement and cost effective, sustainable, safe and compliant infrastructure.

RFP 24060 was advertised in July 2024. Three responsive offers were received and three agreements for on-call project management services are being established.

On-call service agreements are not a guarantee of work. The City will issue task orders to vendor as need and funding arise.

ATTACHMENTS:

Professional Services Agreement
Vendors Proposal
Horizons declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)

Halona Crowe

Approvals and Supporting Information:

PROCUREMENT METHOD:

RFP 24060 for Project Management Professional Services

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Nov 27, 2024

CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins _____ **Date:** Nov 22, 2024

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes |☒ ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

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**

Project Ledger #: _____

(*will this procurement result in a tangible item that costs more than $5,000?)

(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)

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

Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes ☒ ☐ No

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

Comment/Exception _____

Item #: _____
Munis Contract #: _____
RFP # 24060

CITY OF SANTA FE

PROFESSIONAL SERVICES 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 **Leroy Nicholas Pacheco** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

Project types that Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

The City's Facilities Division Director or Director of Public Works shall provide Contractors with Task Order scopes of work for which Contractors may provide a quotation for owner representative project management services related to any particular project. Upon receiving the City's request for services, the Contractor shall provide an estimate of hours of labor, costs and schedule to the perform the work. Each Task Order will be negotiated on a project-by-project basis. This work may be phased in alignment

with City priorities and funding.

Examples of tasks that could be included in the Task Order scopes of work include:

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding
    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement
    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement
    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.
    c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
    d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
    e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
    f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may perform technical reviews and services to include but not be limited to:
        i. Review of Plans and Plats
        ii. Design Analysis Reports (DARs)
        iii. Drainage Reports

iv. Design Plans at all phases
v. Conformance to standards and specifications
vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents
vii. A/E Contract Exhibit Review
viii. Safety Studies
ix. Corridor studies
x. Traffic Impact Analysis
xi. Lighting and Signalization Reports
xii. Engineering Estimates Opinions of Probable Cost
xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction
    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule
6. Asset Management
    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Project Management Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed four million dollars ($4,000,000.00), excluding gross receipts tax for the term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred twenty-seven thousand five hundred dollars ($327,500.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four million, three hundred twenty-seven thousand five hundred dollars ($4,327,500.00).**

B. Payment. The total compensation under this Agreement shall not exceed $4,327,500 including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

6. 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.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this 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.

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

B. If the City proposes an amendment to the 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. Entire Agreement.

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

16. 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 RFP #24060 **Owner Representative Project Management Services** 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. Professional Liability Insurance

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

22. 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.

23. 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.

24. 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. If 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.

25. 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.

26. 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.

27. 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.

28. 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:
Regina Wheeler, Public Works Department Director
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
rawheeler@santafenm.gov

To the Contractor:
Leroy N. Pacheco
305 Lomita Street
Santa Fe, NM 87505
engineer@leroypacheco.com

29. 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 a binding contract.

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the

above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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, MAYOR

CONTRACTOR:
Leroy Nicholas Pacheco

Leroy Pacheco (Nov 13, 2024 22:34 MST)

LEROY N. PACHECO, OWNER

DATE: Nov 13, 2024

NMBTIN: 03-527825-00-0

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 14, 2024 08:59 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCE:

Emily K. Oster

FINANCE DIRECTOR

ARCHULETA, AMANDA J.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, April 30, 2024 9:40 AM
To: ARCHULETA, AMANDA J.
Subject: Re: Scope of Work

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Amanda,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Apr 30, 2024 at 9:28 AM ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov> wrote:

> Good Morning Matt,
>
> Would Horizon's be interested in the scope of work below,

A. **SCOPE OF WORK**

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
b. Ensure project plan and administration adhere to all requirements of funding sources.
c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

    i. Review of Plans and Plats

    ii. Design Analysis Reports (DARs)

    iii. Drainage Reports

    iv. Design Plans at all phases

    v. Conformance to standards and specifications

    vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

    vii. A/E Contract Exhibit Review

    viii. Safety Studies

    ix. Corridor studies

    x. Traffic Impact Analysis

    xi. Lighting and Signalization Reports

    xii. Engineering Estimates Opinions of Probable Cost

    xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.

i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule

6. Asset Management

    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you for your consideration,

Amanda Archuleta

Public Works – Complete Streets Contracts Administrator

Phone: 505-955-6631

Mobile: 505-629-7286

Email: ajarchuleta@santafenm.gov

ARCHULETA, AMANDA J.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Thursday, May 2, 2024 10:32 AM
To: ARCHULETA, AMANDA J.
Cc: Purchasing DET
Subject: RE: Request for Determination

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

- https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- https://naspovaluepoint.org/categories/
- https://www.omniapartners.com/publicsector/contracts
- https://www.buyboard.com/home.aspx
- https://www.h-gac.com/Home
- https://www.gsaelibrary.gsa.gov/
- https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - Determination requests to purchasing_det@santafenm.gov
  - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Thursday, May 2, 2024 10:10 AM

To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Request for Determination

Good Morning,

I am requesting a Determination on the scope of work below:

SCOPE OF WORK

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.

c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

i. Review of Plans and Plats

ii. Design Analysis Reports (DARs)

iii. Drainage Reports

iv. Design Plans at all phases

v. Conformance to standards and specifications

vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

vii. A/E Contract Exhibit Review

viii. Safety Studies

ix. Corridor studies

x. Traffic Impact Analysis

xi. Lighting and Signalization Reports

xii. Engineering Estimates Opinions of Probable Cost

xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

1. Perform construction management services,
2. Provide digital photo and/or video logs of construction progress at each stage;
3. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
4. Construction quality control monitoring, testing and inspection;
5. Assist in resolution of unforeseen conditions
6. Continue to maintain critical path schedule

6. Asset Management

    1. Assist with claim analysis and development of corrective action plans;
    2. Provide expert witness services,
    3. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you in advance,

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/17/2024

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	CONTACT NAME:	
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Leroy Pacheco 313 Lomita St Santa Fe, NM 87505	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:		Y	P100.366.594.5	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ S/T Gen. Agg.
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) CGL HNOA Limit (per occurrence)	$ $ $ $ $ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

City of Santa Fe
Po Box 909
Santa Fe, NM

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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GB 600 PSA Leroy N Pacheco RFP 24060 dept rev

Final Audit Report 2024-11-27

Created:	2024-11-27
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5-DXXOF-DPVmwIwCx1M6AGjxw06er2js

"GB 600 PSA Leroy N Pacheco RFP 24060 dept rev" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-27 - 7:02:54 PM GMT- IP address: 97.182.93.53

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-27 - 7:04:11 PM GMT

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Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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Agreement completed.
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CITY OF SANTA FE

Date: November 20, 2024

To: Governing Body

From: Caryn Grosse, PMP, Facilities Project Manager III

Via: Regina Wheeler, Public Works Department Director RW (Nov 20, 2024 14:30 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 20, 2024 13:32 MST)

Subject: Grant Agreement for Balanced Resources Acquisition and Information Network (BRAIN) Grid Modernization Project

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ACTION:
Request for Approval of a Governmental Services Agreement with the State of New Mexico, Energy, Minerals and Natural Resources Department in the Total Amount of $550,000 to Establish the Balanced Resources Acquisition and Information Network (BRAIN) a Consolidated Energy Information Tool. (Caryn Grosse, Public Works Project Manager, clgrosse@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $550,000 to FY25 Revenue and Expenses for the BRAIN Project.

BACKGROUND AND SUMMARY:
Facilities Division applied for and received a $550,000 EMNRD Grid Modernization Grant to implement a Balanced Resource Acquisition and Information Network (BRAIN) for the City of Santa Fe. The BRAIN assesses and consolidates energy usage data from facilities and renewable energy generation into an intuitive, single-station control center. The tool will show real-time production and usage, provide alerts when operation parameters are not being met, incorporate billing data, produce energy reports and collect production and consumption data.

The system will help measure performance and efficiency and support optimization of building controls, energy generation resources and future storage resources.

A separate contract with Paradise Power Company, Inc., to implement the BRAIN, follows this grant agreement.

Implementation of the BRAIN is expected to be completed by June 30, 2025.

ATTACHMENTS:
Grant Agreement
BAR

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPS)/Designee: N/A N/A (Nov 25, 2024 14:35 MST) Date: Nov 25, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:
$550,000 in funding from State of New Mexico Energy, Minerals and Natural Resources Department
Fund Name/Number: Facilities CIP/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM Engy Min Nat Resources/490200
Project Ledger Number: PWD2532021

Budget Officer/Designee: Andy Hopkins Date: Nov 25, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Capital Asset* or Project**? ☑ Yes | ☐ No
Project Ledger# PWD2532021
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Nov 26, 2024 08:10 MST) Title: Grants Manager Date: Nov 26, 2024
Comment/Exceptions: _____

Anticipated length of project: 7 months

Department Contract Administrator Contact Info:
Lisa Kahahane (elkahahane@santafenm.gov)

STATE OF NEW MEXICO,
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
CITY OF SANTA FE

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM) and the City Of Santa Fe (Entity).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: Entity shall:

Establish the Balanced Resources Acquisition and Information Network (BRAIN) data center and management platform. Interconnect the BRAIN to the Entity's energy-generation assets and energy-consuming facilities. Ensure the BRAIN's functionality by building out a software interface that shows the Entity's real-time energy-generation and use, provides alerts when predetermined operational parameters are not being met, produces automated energy billing reports, and collects historic energy production and consumption data.

Regularly educate and inform EMNRD's Energy Conservation and Management Division (ECAM) about the steps required to build the BRAIN and evaluate the BRAIN's effectiveness and replicability as outlined in Section 2.(A) – Deliverables.

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work and Deliverables as specified below. This amount shall not exceed five hundred fifty thousand dollars ($550,000.00), including New Mexico governmental gross receipts taxes, pursuant to Paragraph B of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

Deliverables	Completion Date	Invoice Amount
Submit to ECAM a written report summarizing the project background, scope, and schedule, and executed agreement(s) with providers(s). Establish and submit to ECAM performance goals and associated targets and/or milestones that adequately demonstrate the progress of the project.	January 3, 2025	$130,000.00
Submit to ECAM a written report summarizing results of assessment of PNM relationship. Include information and learnings from billing data correlation and API portal data assessment.	March 10, 2025	$80,000.00

Submit to ECAM a written report detailing progress related to billing data configuration, initial BRAIN structure, and billing account integration. Provide a brief evaluation of performance goals.	March 31, 2025	$120,000.00
Submit to ECAM a written report of the API/real-time electric usage integration progress including a summary of the anticipated economic impacts.	May 11, 2025	$160,000.00
Submit to ECAM a written report validating real-time data reporting and alerts. Include a brief description of the operational procedures that will be carried out as a result of different alert types.	June 10, 2025	$40,000.00
Presentation to ECAM program manager and staff of the BRAIN dashboard as well as a written report summarizing implementation results as they relate to the performance goals.	June 15, 2025	$20,000.00

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein or the amounts stated per task. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided. EMNRD MUST receive all invoices no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

C. Entity must submit detailed invoices accounting for all services performed. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. If EMNRD finds that the invoice services, are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice or services, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice or services have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when funds have been encumbered for this Agreement. It shall terminate on June 30, 2025, unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such

termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and the United States Department of Energy (DOE) granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

6. Status of Entity: Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. Subcontracting: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

B. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

9. Release: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

11. Product of Services; Copyright: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

12. Conflict of Interest; Governmental Conduct Act: Entity warrants that it presently

has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

13. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

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

15. Penalties for Violation of Law: The Procurement Code, 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 bribes, gratuities, and kickbacks.

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

17. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Records and Audit:

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, and the State Auditor and DOE. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and

expenses related to this Agreement for which exception is under consideration by DOE and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives $750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements. Entities who do not meet the $750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entities shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or electronically, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

19. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, Sections41-4-1 *et seq.*, as amended.

20. Procurement, Utilization, and Disposition of Property: Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs. All property acquired by the Entity or procured under this Agreement shall be used and disposed of in accordance with DOE regulations governing disposal of property.

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

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

23. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Chadette Pfaff - Program Manager
ECAM
Chadette.pfaff@emnrd.nm.gov
1220 S. St. Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Entity:

Caryn Grosse - Project Administrator Sr.
200 Lincoln Ave.
Santa Fe, NM 87501
clgrosse@santafenm.gov
505-955-5938

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

24. Authority: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

25. Acknowledgment: Entity shall acknowledge EMNRD and DOE as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

26. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

27. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

B. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

1) including qualified MBEs/WBEs on solicitation lists;

2) assuring that MBEs/WBEs are solicited once they are identified;

3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;

5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and

6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

C. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

1) engage in severe forms of trafficking in persons during this Agreement's term;

2) procure a commercial sex act during this Agreement's term; or

3) use forced labor in the performance of this Agreement.

D. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

E. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

F. In the event this Agreement is funded with federal monies and Entity wishes to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Entity shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the DOE.

G. Entity shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

H. If the value of this Agreement exceeds $100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

I. If this Agreement is valued at more than $150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

28. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Sections 41-4-19, as it may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: _____
Cabinet Secretary or Designee

ENTITY NAME

By: _____ Date: _____
Alan Webber, Mayor

ATTEST:

By: _____ Date: _____
Geralyn Cardenas, Interim City Clerk

CITY ATTORNEY'S OFFICE:

By: Kevin L. Nault Date: 11/12/2024
Kevin L. Nault (Nov 12, 2024 16:49 MST)
Assistant City Attorney

APPROVED FOR FINANCES:

By: Emily K. Oster Date: Nov 26, 2024
Emily Oster, Finance Director

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department/Facilities Division	11/18/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN	3209980	572960	PWD2532021	550,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM ENMRD GSA	3209980	490200	PWD2532021	(550,000)	
				$ -	$ -

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

NM ENMRD GSA grant award for BRAIN Platform Project in the total amount of $550,000.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

De Alva Calabaza — 11/18/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler (Nov 22, 2024 18:21 MST)

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 — Nov 25, 2024
Budget Officer — Date

Emily K. Oster — Nov 26, 2024
Finance Director *{≤ $5,000}* — Date

Randy Randall (Nov 26, 2024 22:40 CST) — Nov 26, 2024
City Manager *{≤ $60,000}* — Date

Memo Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format

Final Audit Report 2024-11-20

Created:	2024-11-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4UiEJ1LRaqu5_3bn56-XnxDcQ-yzUh4U

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2024-11-20 - 9:30:57 PM GMT- IP address: 63.232.20.2

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Document e-signed by RW (rawheeler@santafenm.gov)

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Final Audit Report 2024-11-23

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Signature Date: 2024-11-23 - 1:21:23 AM GMT - Time Source: server- IP address: 76.18.67.54

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2024-11-23 - 1:21:23 AM GMT

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Final Audit Report 2024-11-27

Created:	2024-11-25
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcwQMvZ-3X2enCcapbxJxkSGhIXvVZvqf

"Contract Packet_Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed BAR signed" History

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2024-11-25 - 3:11:24 PM GMT- IP address: 97.182.23.177

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2024-11-25 - 3:20:19 PM GMT

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2024-11-25 - 6:50:53 PM GMT- IP address: 104.47.65.254

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2024-11-25 - 6:51:31 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-11-25 - 9:28:20 PM GMT- IP address: 63.232.20.2

Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as N/A
2024-11-25 - 9:35:30 PM GMT- IP address: 63.232.20.2

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2024-11-26 - 3:09:25 PM GMT- IP address: 104.47.65.254

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan

2024-11-26 - 3:10:42 PM GMT- IP address: 63.232.20.2

Document e-signed by Erika Lujan (evlujan@santafenm.gov)

Signature Date: 2024-11-26 - 3:10:44 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2024-11-26 - 3:10:47 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-11-27 - 0:57:57 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-11-27 - 0:59:17 AM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign

2024-11-27 - 0:59:19 AM GMT

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

2024-11-27 - 4:39:15 AM GMT- IP address: 104.28.132.125

Document e-signed by Randy Randall (rrandall@santafenm.gov)

Signature Date: 2024-11-27 - 4:40:01 AM GMT - Time Source: server- IP address: 68.105.56.157

Agreement completed.

2024-11-27 - 4:40:01 AM GMT

CITY OF SANTA FE

Date: November 22, 2024

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Nov 22, 2024 10:57 MST)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager RGM

ACTION:
Request Approval of a Budget Adjustment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $489,000 to FY 2025 WIP Construction for Construction Engineering and Management Services of Agua Fria Street and Cottonwood Drive Roundabout Project (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
The City is starting to construct the Agua Fria Street – Cottonwood Drive Roundabout project with $3M federal funding as soon as the Contractor's Construction Services Agreement has been approved by the Governing Body. However, the federal grant does not pay for construction engineering and management services which includes NMDOT certified construction inspectors and material testing. An additional $489,000 road impact fees is requested to pay for these services. Construction is estimated to last from 15 to 18 months depending on the weather and supply chain.

The Agua Fria Street – Cottonwood Drive Roundabout project is included in Table 80 - Planned Major Roads Improvements of the *Infrastructure and Capital Improvements Plan* for $2M of road impact fees.

The funding source is: Road Impact Fees
Fund Name/Number: CIP
Munis Expenditure Org Name/Number: CIP ORG 3309980
Munis Expenditure Object Name/Number: WIP Construction/572970
Project Ledger Number: ST2433002-CONSTRUC-Fees

ATTACHMENTS:
BAR

Approved by:
Halona Crowe
Halona Crowe

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets Roadways	11/15/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Agua Fria/Cottonwood	3309980	572970	ST2433002-CONSTRUC-Fees	489,000	
Capital Transfer Out to 330 Roadways/Trails CIP	2320471	760330		489,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer in from 232 Impact Fees	3309980	660232		(489,000)	
				$ 489,000	$ -

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

Additional funding neeed for Construction Management and Engineering oversight for the Agua Fria/Cottonwood Intersection improvements project from Impact Fees, approved per Resolution 2020-50 Table 80.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(489,000)
TOTAL:	**(489,000)**

Halona Crowe — 11/15/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 22 2024 10:57 MST)
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
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CM 600 BAR Agua Fria-Cottonwood

Final Audit Report 2024-11-22

Created:	2024-11-22
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV0Te4jmAvl9I73dI3FW7LA5bIWjumrxj

"CM 600 BAR Agua Fria-Cottonwood" History

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2024-11-22 - 4:05:44 PM GMT

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Signature Date: 2024-11-22 - 5:57:08 PM GMT - Time Source: server- IP address: 216.207.130.218

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2024-11-22 - 5:57:08 PM GMT

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CM 600 BAR Agua Fria-Cottonwood dept

Final Audit Report 2024-11-22

Created:	2024-11-22
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMhlHkyN7Zm45rOA4tSKIeeoEKMzvdyVI

"CM 600 BAR Agua Fria-Cottonwood dept" History

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Signature Date: 2024-11-22 - 6:52:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-22 - 6:52:17 PM GMT

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CITY OF SANTA FE

Date: November 22, 2024

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Nov 22, 2024 10:55 MST)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager RGM

ACTION:
Request Approval of a Budget Adjustment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $112,000 to FY 2025 WIP Design for the Engineering Design of Henry Lynch Reconstruction Project (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
The engineering design of Henry Lynch Road Reconstruction Project began in 2022 with funding from the New Mexico Department of Transportation (NMDOT) via its Transportation Project Fund Program for $450,000. At the first public meeting conducted in 2022, the residents voiced concern about the poor drainage system causing regular flooding. However, the NMDOT funding is only for roadway design. An additional $112,000 is needed to address poor drainage system. The roadway design is approaching 60% completion. Henry Lynch Road Reconstruction project is included in Table 80 Planned Major Roads Improvements of the *Infrastructure and Capital Improvements Plan* for $3M of road impact fees.

The funding source is: Road Impact Fees
Fund Name/Number: CIP
Munis Expenditure Org Name/Number: CIP ORG 3309980
Munis Expenditure Object Name/Number: WIP Design/572960
Project Ledger Number: ST193300D

ATTACHMENTS:
BAR

Approved by:
Halona Crowe
Halona Crowe

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets Roadways	11/15/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN - Henry Lynch Reconstruction	3309980	572960	ST193300D	112,000	
Capital Transfer Out to 330 Roadways/Trails CIP	2320471	760330		112,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer in from 232 Impact Fees	3309980	660232		(112,000)	
				$ 112,000	$ -

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

Additional funding neeed for Design and Engineering for the Henry Lynch Reconstruction project from Impact Fees,

approved per Resolution 2020-50 Table 80.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(112,000)
TOTAL:	(112,000)

Halona Crowe — 11/15/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 22 2024 10:55 MST)
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
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CM 600 BAR Herny Lynch Reconstruction

Final Audit Report 2024-11-22

Created:	2024-11-22
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvcEvhlAxw3fSax28xhd6q-mTw73NYrmD

"CM 600 BAR Herny Lynch Reconstruction" History

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Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2024-11-22 - 5:55:58 PM GMT - Time Source: server- IP address: 216.207.130.218

Agreement completed.
2024-11-22 - 5:55:58 PM GMT

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CM 600 BAR Herny Lynch Reconstruction dept

Final Audit Report 2024-11-22

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Status:	Signed
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Agreement completed.
2024-11-22 - 6:52:52 PM GMT

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CITY OF SANTA FE

Date: November 22, 2024

To: Governing Body and Finance Committee

From: Micheal Dozier, Waste Management Division MD

Via: John Dupuis, Public Works Director JD

Subject: Administration Generator Replacement

Vendor Name: Wagner Equipment Co.

Munis Vendor Number: 2387

ITEM AND ISSUE:

Waste Management Division Paseo Real Wastewater treatment plant (WWTP) respectfully requests your review and approval of a State Wide Price Agreement in the of $305,336.02 excluding tax for the purchase, installation and testing of the Administration generator for a term of 60 days with Wagner Equipment Company.

Action Requested: Request approval of a BAR in the amount of $308,576 and the State Wide Price Agreement for Wagner Equipment Co.

CONTRACT NUMBER:

State price Agreement #40-00000-23-00045 EXP February 22, 2025

BACKGROUND AND SUMMARY:

The wastewater treatment facility uses a backup generator to maintain the facility equipment during a power outage. the generator experienced a major failure on two units the facility needs to continue operating during power outages. power failures will directly effect the quality of the effluent discharge and will take the facility out of compliance.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

State price Agreement #40-00000-23-00045 EXP February 22, 2025

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Nov 26, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: 500

Munis Org Name/Number: WW - Treatment Plant/5000367

Munis Object Name/Number: Equipment & Machinery >$5K /570500

Budget Officer / Designee: Andy Hopkins **Date:** Nov 25, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

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**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ◉ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: SWPA/Existing Contract

Vendor's Proposal

Select Contract Type

SWPA
Certificate of Liability Insurance (COI)
Quote

11/14/2024

Attn: Micah Martinez
City Of Santa Fe
emmorales@santafenm.gov

New Mexico State Price Agreement number: 40-00000-23-00045

Quote: 31430792

Re: Santa Fe Wastewater

We are pleased to submit this quotation for the following quality equipment:

Model: V12 GCAG
Quantity: 1
Rating: 800 kW
Fuel: DIESEL
Excitation: PM
Frequency: 60 Hz
Voltage: 480 V
Duty: STANDBY

The following features will be included:

Quantity	Characteristic Name	Feature Description
1	APPLICATION INDICATOR	STANDBY POWER
1	PGS EMISSION CERTIFICATION	EPA STATIONARY EMERGENCY
1	UL LISTING	UL 2200 LISTED PACKAGE GEN SET
1	SEISMIC CERTIFICATION	IBC SEISMIC CERT OF COMPLIANCE
1	VOLTAGE OPTION	60HZ 480 VOLT (WYE)
1	ENGINE RATING	60 Hz, 800 EKW W/FAN
1	CONFIGURATION	D800 GC (C27 800KW) TIER 2
1	ALTERNATOR TEMPERATURE RISE	125C TEMP RISE OVER 40C AMB
1	ALTERNATOR	E3835L4/1B-2/3-RW-PM
1	CONTROL PANEL MODEL	GCCP1.2 CONTROL PANEL
1	DECAL LANGUAGE	ENGLISH INSTRUCTION LANGUAGE
1	PANEL MOUNTED AUDIBLE ALARM	PANEL MOUNTED AUDIBLE ALARM
1	GROUND FAULT RELAY	GROUND FAULT RELAY INDICATION
1	GEN RUNNING & FAULT RELAY	GEN RUNNING & FAULT RELAY
1	NEUTRAL GROUNDING CONNECTIONS	NEUTRAL GROUND CONNECTION
1	LOAD CENTER	100A LOAD CENTER
1	GFCI AC RECEPTACLE & WIRING	20A GFCI (CONTROLS SIDE)
1	REMOTE ANNUNCIATOR (GCCP)	REMOTE ANNUNCIATOR (GCCP)
1	1ST CIRCUIT BREAKER	P 1200A LSIG 3P UL MO
1	POWER CONNECTION CABLES-RIGHT	P FRAME CONN 1200-1600A RHS
1	BASE TYPE (MOUNTING OPTION)	BASE - INTEGRAL FUEL TANK
1	LUBE OIL DRAIN	LUBE OIL DRAIN
1	ENCLOSURE	ENCLOSURE SOUND ATTENUATED
1	MANIFOLD AND TURBO GUARDS	GUARD AND SHIELD SYSTEM
1	AIR CLEANER (ENGINE)	STANDARD AIR CLEANER

Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

1	STARTERS	ELEC. START MOTOR HEAVY DUTY
1	SPACE (ALT) HEATER KITS	SPACE HEATER
1	PACKAGE SHORE POWER	240 VOLT SHORE POWER, 60HZ
1	BATTERY OPTIONS	HEAVY DUTY BATTERY GP
1	BATTERY CHARGERS	BATT CHARGER 10AMP (INSTALLED)
1	JACKET WATER HEATER	JW HEATER - SINGLE W/PUMP 60HZ
1	JACKET WATER HEATER WIRING	WIRING GP-JW HEATER
1	PGS TEST REPORT	PGS TEST REPORT @ 0.8 PF

Dealer provided components and services:

Quantity	Category	Description	Number
1	FIELD SERVICES	Startup, Commissioning	Startup
1	FIELD SERVICES	NFPA 4-hr 1.0pf loadbank test	Loadbank

Generator - $248,536.90 net - $28,674.65 discount $219,862.25
Diesel fuel – 2100 gallons @ $5.65 per gal $ 11,865.00
Journeyman labor – 42.6hr @ $166hr $ 7,070.95

Price: one Caterpillar 800kW generator package and above dealer items $238,798.20

Quantity: 1

Dealer provided components and services:

Quantity	Category	Description	Number
1	INSTALLATION SERVICES	Genset Installation	Installation

Materials $ 34,628.57
Laborer labor – 139hr @ $166hr $ 23,085.72

Price: one installation services $57,714.29

Quantity: 1

Dealer provided components and services:

Quantity	Category	Description	Number
1	PROJECT SERVICES	Power Monitoring	Quote 702924134

Electrician Journeyman labor – 76.7hr @ $115hr $ 8,823.53

Price: one Power Monitoring services $8,823.53

Total Price: USD 305,336.02

Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

Notes Deviations and Exceptions:

Quote includes delivery to site, site startup and load-bank testing.

Freight is estimated at $ 7,500.00, if the actual cost exceeds that amount a surcharge will be added.

Off-loading, installation and initial fuel fill are included in the installation services price.

Wagner does not provide air emission permits. We will provide emission information on the Caterpillar engine to the owner to aid in the permitting process.

Customer Value Agreement:

One-year factory authorized generator routine maintenance is not included in the quoted price, if required add $5,478.00 per generator.

Availability & Lead Times:

Lead-time will be estimated when order is placed, currently the generator C27 leadtime is 1-2 weeks.

Thank you for the opportunity to quote. We look forward to your valued business.

Sincerely,

Rodney Sanchez
Power Systems Sales
Power Systems
505-506-5055
rsanchez@wagnerequipment.com

Todd Herceg
Inside Sales
Power Systems
303-739-3307
therceg@wagnerequipment.com

Terms & Conditions:

This proposal is confidential in nature. It shall remain the property of Wagner Equipment, and is intended solely for the use of the individual or entity to whom it is addressed. Any other use, dissemination, forwarding, printing or copying of this proposal is prohibited. Please note equipment off loading, handling, fuel, storage, permits, assembly of loose supplied items, installation or anything otherwise not specifically described in this quotation and/or associated bill of materials are hereby strictly excluded. Wagner Equipment terms/conditions will apply. Other conditions shall be subject to management approval. Payment withholds are not allowed. Should this offer be accepted it shall be included by reference or as an integral part of other contractual agreement(s) and/or purchase order document(s).

Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

Pricing is subject to change based on manufacturer changes to cost and availability

Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	8/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Equipment & Machinery >$5K	5000362	570500		$ 308,576	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 308,576	$ -

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

To increase 570500 for the purchase of the failed generator at Wastewater (emergency) WAGNER

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(308,576)
TOTAL:	**(308,576)**

Linda MacAllister — 11/22/2024
Prepared By *{print name}* — Date

Nov 22, 2024
Division Director Signature *{optional}* — Date

John Dupuis (Nov 22, 2024 11:38 MST) — Nov 22, 2024
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 — Nov 25, 2024
Budget Officer — Date

Emily K. Oster — Nov 26, 2024
Finance Director *{≤ $5,000}* — Date

Randy Randall (Nov 26, 2024 12:12 CST) — Nov 26, 2024
City Manager *{≤ $60,000}* — Date

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor: **6 Vendors, see page 6 for detail.**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.**
Invoice: **As Requested at Time of Order**

Price Agreement Number**:** **40-00000-23-00045**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **As Requested**

Procurement Specialist**:** **James Ortega**

Telephone No.**:** **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**:** **Generator Preventative Maintenance and Repair**

Term**:** **February 23, 2024 thru February 22, 2025**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Natalie Martinez

Date: 2/23/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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)

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days, the Agency 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. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000178054
B&S Power Services, Inc.
1212 Havasu Falls Court NE
Rio Rancho, NM, 87144
Michael A. Baca 505-415-9399
bspowerservices@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: 1212 Havasu Falls Court NE
Rio Rancho, NM, 87144

(AB) 0000049954
Great Western Electrical, Inc.
3310 Girard Blvd NE
Albuquerque, NM 87107
Scott Burson 505-881-6525
sburson@nmgwe.com

Payment Term: Net 30
FOB: Destination
Delivery: 3310 Girard Blvd NE
Albuquerque, NM 87107

(AC) 0000048410
Hal Burns Truck & Equipment Service LLC
14 Camino Charro
Santa Fe, NM 87507
Thomas Dennis 505-695-8726
thomas@halburns.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AD) 0000178572
Harmon Service Co., LLC
600 Via Posada SE
Albuquerque, NM 87123
Steven Harmon 505-331-8891
steven@harmonserviceco.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AE) 0000009902
TRACS Power Generation LLC
PO Box 94384
Albuquerque, NM 87199
Kathryn Page 505 463 6377
tracspwrgen@msn.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Destination

(AF) 0000045306
Wagner Equipment Co
700 Wager Court SE
Albuquerque, NM 87501
Jennifer Knox 505-345-8411
knox_jennifer@wagnerequipment.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested destination

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Specifications:

The State of New Mexico wishes to establish a State-Wide price agreement to provide inspection, preventive maintenance services, repair and replacement, and emergency services as needed for generators and related equipment **located at various facility sites throughout the State of New Mexico.**

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

All inspections will be performed by a qualified operator/ technician/ electrician. All waste materials and unusable fluids will be disposed of in accordance with local regulations. Written test and inspection reports will be submitted to maintenance supervisor upon completion. Test reports shall be suitable for submission to the User Agency to verify compliance with NFPA 110 guidelines.

Contractors shall be licensed for the work to be performed by this Price Agreement by the State of New Mexico, Regulation and Licensing Department, Construction Industries Division (CID). **Technicians providing services should have five (5) years' practical field experience with power generators. Evidence of such experience may include dates of licensure, references from prior contracts with their dates, etc. Vendors may be required to provide proof of experience prior to delivery of service.**

Both Generator Contractors and Electrical Contractors are encouraged to bid since both types of services are involved. Multiple contractors may be awarded for both Electricians and Generator Contractors. It is not required to bid on every item. To meet the needs of all the facilities located throughout the state, the State reserves the right to award multiple contractors to provide these services.

Scope of work:

A. Preventative maintenance (PM1)
B. Preventative maintenance (PM 2)
C. Preventative Maintenance (PM 3)
D. Monthly Building Outage Test
E. Load bank test.
F. Repair service, parts and labor for any of the generator system and related parts/equipment.
G. Emergency repair service including spill cleanup and remediation and all related costs of such.
H. Rental of portable backup generator(s) or automatic transfer switch (ATS) with hookup including electrical.
I. Replacement of generator, automatic transfer switch (ATS), fuel tank, cabling to ATS or any other system related parts/elements including infrastructure
J. Automatic Transfer Switch maintenance
K. Installation of replacement or new Generators

A. Preventative Maintenance 1 (PM1)

Inspections performed semi-annually.

General

Visual inspection- visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards or other damaged components. Correct or adjust as necessary. (Note-inspection may reveal damage to components that require immediate attention. Any **additional charges that may apply will need to be pre-approved by the agency requesting service**.)

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Cooling System

- Radiator/heat exchanger- visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly.
- Coolant- visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces.
- Hoses and connections- visual inspection of all hoses for deterioration. Check tightness of all hose connections.
- Fan drive pulley and fan- check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan belts-inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket water heater- inspect for proper operation. Check thermostat setting for proper coolant temperature.
- Water pump- visual and operational. Inspection for leaks or unusual noises.

Fuel System

- Fuel tank- visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water trap/separator-drain water from fuel tank or water separator. Fuel lines and connections-inspect for leaks and tight connections.
- Check line brackets.
- Governor and controls- inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel filters- primary/secondary- inspect for damage, leaks, and proper operations. Clean primary filter screen.
- Fuel pressure- operations check of gauge for correct pressure.
- Fuel lines and connections-inspect for tight connections. Check line brackets.

Air Induction and Exhaust System

- Air filter service indicator-note reading. Inspect for proper operation. Reset indicator.
- Air filter-inspect. Clean as necessary
- Air inlet system- inspects piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filter housing if filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger- inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust manifold- inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering. Load bank recommendation may be necessary (note-load bank testing will help seat piston rings and remove carbon deposits- additional charges may apply).
- Exhaust system - inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections.

Lube Oil System

- Oil level- inspect for correct oil level and contamination. Visually inspect unit for leaks.
- Oil pressure- operational check of gauge for correct pressure. Operational and visual inspection of pre-lube pump.
- Crankcase breather-inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blow-by.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.

Starting System

- Batteries- inspect for damage or leakage. Clean and tighten all battery cable connections.
- Batteries- specific gravity- check electrolyte level and specific gravity. Fill cells with distilled water as necessary.
- Battery charger- inspect for proper operation, loose terminals, and deteriorated wiring.

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- Starting motor- inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises.
- Alternator- inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys, and voltage output.

Engine Monitors and Safety Controls

- Safety controls inspect proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote annunciators and alarms- inspect and test all panel and system alarms for proper operation.

Power Generator

- Slip rings and brushes -remove and inspect brushes, clean slip rings. Adjust as necessary.
- Space heaters - inspect for proper operation.

Control Panel

- Start controls- manual/auto- operational check for proper operation. Check automatic start.
- Voltmeter- operational check for correct readings. Check voltage.
- Level, voltage gain, and voltage droop adjustment.
- Ammeter- operational check for correct readings if load is available. Frequency meter- operational check for correct readings. Load and No-load readings if possible.
- Automatic transfer switch- clean, inspect and test for proper operation.

Gas (Or Other Types Of Fuel) Engines

- Carburetor and linkage- inspect for proper operation, free of binding.
- Magneto/distributor and ignition system-check condition of ignition wires. Check magneto/distributor operation.

B. Preventative Maintenance 2 (PM 2):

Includes all service level one (PM1) inspections-PM2 is performed annually.

Fuel System

- Fuel filter-replace. Inspect for proper sealing and operation.

Lube Oil System

- Oil and filters- change. Inspect all gaskets and seals. Cut open old filter for internal inspection.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines. Crankcase breather- inspect and clean.

Air Induction and Exhaust System

- Valve adjustment- check and adjust valves as necessary.
- Valve rotators- operational inspection to ensure proper valve rotation.
- Turbocharger- inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.

Engine Monitors and Safety Controls

- Gauge accuracy- check oil pressure, water temperature, and alternator gauges for accuracy. Replace as necessary (additional charges may apply to user agency).

Generator

- Generator rear bearing- lubricate.
- Vibration isolators- check for proper adjustment and condition.

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Control Panel

- Circuit breakers- inspect free movement and tight connections.
- Automatic transfer switch- clean, inspect and test for proper operation. Measure voltage drop across contacts.
- Lubricate mechanical linkage as recommended by the manufacturer control panel- vacuum and clean.

Gas (Or Other Types of Fuel) Engines

- Spark plugs- gap and clean.
- Carburetor- check operation, air/fuel ratio, and differential pressure. Adjust as necessary.
- Lubricate linkage.

Ignition System

- Check for proper operation. Tune engine as necessary.

C. Preventative Maintenance 3 (PM 3)

To include the following items:

General

Visual inspection- visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards or other damaged components. Correct or adjust as necessary. (Note-inspection may reveal damage to components that require immediate attention. Any **additional charges that may apply will need to be pre-approved by the agency requesting service**.)

Cooling System

- Radiator/heat exchanger- visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly.
- Coolant- visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces. Take a coolant sample and submit for testing if required per NFPA 110/ASTM 110 guidelines.
- Hoses and connections- visual inspection of all hoses for deterioration. Check tightness of all hose connections.
- Fan drive pulley and fan- check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan belts-inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket water heater- inspect for proper operation. Check thermostat setting for proper coolant temperature.
- Water pump- visual and operational. Inspection for leaks or unusual noises.

Fuel System

- Fuel tank- visually inspects fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants. Take a fuel sample and submit for testing if required per NFPA 110/ASTM 110 guidelines.
- Water trap/separator-drain water from fuel tank or water separator. Fuel lines and connections-inspect for leaks and tight connections.
- Check line brackets.
- Governor and controls- inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel filters- primary/secondary- inspect for damage, leaks, and proper operations. Clean primary filter screen.
- Fuel pressure- operations check of gauge for correct pressure.

Air Induction and Exhaust System

- Air filter service indicator-note reading. Inspect for proper operation. Reset indicator.

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- Air filter-replace air filter element.
- Air inlet system- inspects piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filter housing if filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger- inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust manifold- inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering. Load bank recommendation may be necessary (note-load bank testing will help seat piston rings and remove carbon deposits- additional charges may apply).
- Exhaust system - inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections.

Lube Oil System

- Oil level- inspect for correct oil level and contamination. Visually inspect unit for leaks.
- Oil pressure- operational check of gauge for correct pressure. Operational and visual inspection of pre-lube pump.
- Crankcase breather-inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blow-by.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.

Starting System

- Batteries- inspect for damage or leakage. Clean and tighten all battery cable connections.
- Batteries- specific gravity- check electrolyte level and specific gravity. Fill cells with distilled water as necessary.
- Battery charger- inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting motor- inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises.
- Alternator- inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys, and voltage output.

Engine Monitors and Safety Controls

- Safety controls inspect proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote annunciators and alarms- inspect and test all panel and system alarms for proper operation.

Power Generator

- Slip rings and brushes -remove and inspect brushes, clean slip rings. Adjust as necessary.
- Space heaters - inspect for proper operation.

Control Panel

- Start controls- manual/auto- operational check for proper operation. Check automatic start.
- Voltmeter- operational check for correct readings. Check voltage.
- Level, voltage gain, and voltage droop adjustment.
- Ammeter- operational check for correct readings if load is available. Frequency meter- operational check for correct readings. Load and No-load readings if possible.
- Automatic transfer switch- clean, inspect and test for proper operation.

Gas (Or Other Types of Fuel) Engines

- Fuel lines and connections-inspect for tight connections. Check line brackets.
- Carburetor and linkage- inspect for proper operation, free of binding.
- Magneto/distributor and ignition system-check condition of ignition wires. Check magneto/distributor operation.

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Fuel System
- Fuel filter-replace. Inspect for proper sealing and operation.
- Take a fuel sample and submit for testing if required per NFPA 110/ASTM 110 guidelines.

Lube Oil System
- Oil and filters- change. Inspect all gaskets and seals. Cut open old filter for internal inspection.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.
- Crankcase breather- inspect and clean.

Air Induction and Exhaust System
- Valve adjustment- check and adjust valves as necessary.
- Valve rotators- operational inspection to ensure proper valve rotation.
- Turbocharger- inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.

Engine Monitors and Safety Controls
- Gauge accuracy- check oil pressure, water temperature, and alternator gauges for accuracy. Replace as necessary (additional charges may apply to user agency).

Generator
- Generator rear bearing- lubricate.
- Vibration isolators- check for proper adjustment and condition.

Control Panel
- Circuit breakers- inspect free movement and tight connections.
- Lubricate mechanical linkage as recommended by the manufacturer control panel- vacuum and clean.
- Gas engines
- Fuel filter -replace.
- Spark plugs- gap and clean.
- Carburetor- check operation, air/fuel ratio, and differential pressure. Adjust as necessary.
- Lubricate linkage.

Ignition System
- Check for proper operation. Tune engine as necessary.

General
Replace Belts, hoses, thermostat, batteries, battery cables, chargers, heaters, Spark plugs, glow plugs, injectors, flush radiator and replace coolant, clean oil pumps (not at the oil pan, any other oil type pumps like the coolant oil pump would need to be cleaned), clamps, and gauges, transfer switch components, relays switches, fuses, breakers, etc. During the actual PM3, if a component replacement is not recommended, allow the Agency to decide if it shall be replaced or not.

D. Monthly Building Outage Test

To be performed as recommended and upon written request of user agency only.
The test is to be performed with a 30-minute run and 5-minute cool down and according to NFPA 110.

E. Load Bank Tests

To be performed as recommended and upon request of user Agency only. User Agency will not be held liable for load tests performed without proper authorization.

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NFPA 110 Emergency and Standby Power Systems--**8.4.9.7*** Where the test required in 8.4.9 is combined with the annual load bank test, the first 3 hours shall be at not less than the minimum loading required by 8.4.9.5 and the remaining hour shall be at not less than 75 percent of the nameplate kW rating of the EPS.

Connect resistive load banks to generator load terminals.
Supervise and operate generator set under resistive load for a period not less than two (2) consecutive hours as follows:

- 15 minutes @ 25% LOAD (load applied immediately without warm-up)
- 15 minutes @ 50% LOAD
- Per NFPA @ 75% LOAD
- Per NFPA @ 100% LOAD
- Per NFPA @ 75% LOAD
- 10 minutes @ 25% LOAD
- 5 minutes @ 0 % LOAD

F. Repair service, parts and labor.

- The awarded contractor will provide repair service as requested by authorized personnel for unforeseen equipment failures and fuel spills.
- Twenty-four (24) hour emergency service is mandatory due to the critical security issues associated with the operation of State buildings.
- Awarded contractor(s) must dispatch to all emergency situations within two (2) hours of being notified by authorized facility personnel.
- All parts supplied by vendor will be covered by the manufacturer's warranty of such parts and vendor will administer such warranty on behalf of the user Agency.
- Contact name and phone number of service technician to be made available to maintenance supervisor, business manager and control center officer in charge.
- Only new replacement parts/components are acceptable. Replacement parts will be bid at list price less applicable discount.
- The awarded contractor shall provide parts discounts from either house or trade catalogs as bid, and the list must be clearly marked with the applicable discount amounts. The Agency, at their discretion, may request dated parts lists to determine if the applicable discount is valid in the event that parts are purchased from the contractor. The Agency may at their discretion determine when the service/repair can be accomplished by the Agency's in-house personnel.

G. Emergency Repair Service

Awarded contractors must have a service team/vehicle dispatched and on the road within 2 hours of the time-of-service request, as repairs may be urgent for security enforcement or safety/sanitation issues. Awarded contractors must ensure that the emergency be stabilized within 48 hours. It is desired that parts be received, and service completed within forty-eight (48) hours for essential operating equipment.

H. Rental and Hook up of portable backup generator or automatic transfer switch (ATS)

I. Replacement of Generator, ATS, fuel tank, and any other related parts/elements of Generator system. A used or refurbished generator with an extended warranty may be considered if replacement is needed. The purchase of major replacement equipment may be accomplished under this Statewide Price Agreement through an operating lease or through a direct purchase. All purchases of major replacement equipment, new, used or refurbished, require prior approval by the user agency. The ATSs can be rented as an interim solution for an ATS that cannot be repaired.

J. Any engineering needed for stamped drawings/ system design

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K. Maintenance and repairs to transfer switches.

- Check 24-volt relays
- Check fuses.
- Check heaters.
- Check low/high voltage lugs for tightness.
- Check for controls and control panels
- Repair, replace any components, parts as needed.

System	Part	Description	PM1	PM2	PM3
General					
			PM 1 is performed semi-annually	Includes all service level one (PM1) inspections- PM2 is performed annually	Includes all items under PM 1 & 2 with additional items of inspection and maintenance
	Overall	Visual inspection- visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards or other damaged components. Correct or adjust as necessary. (Note-inspection may reveal damage to components that require immediate attention. Additional charges may apply.)	X	X	X
	System Exercising	Generator Operation offline. Generator Operation online with ATS in the emergency position	X	X	X
Cooling system					
	Radiator/heater exchanger	Visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly.	X	X	X
	Coolant	Visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces.	X	X	X
		Flush radiator and replace coolant			X
	Hoses and connectio	Visual inspection of all hoses for deterioration. Check tightness of all hose connections.	X	X	X
		Replace hoses			X

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System	Part	Description	PM1	PM2	PM3
General					
	Fan	Fan drive pulley and fan- check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.	X	X	X
	Fan belts	Fan belts-inspect for wear or deterioration. Check tension and adjust as necessary.	X	X	X
	Jacket water heater	Replace fan belts			X
		Inspect for proper operation. Check thermostat setting for proper coolant temperature.	X	X	X
		Replace thermostat and heater			X
	Water pump	Visual and operational. Inspection for leaks or unusual noises.	X	X	X
Fuel system					
	Fuel tank	Visually inspects fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.	X	X	X
	Water trap/separator	Drain water from fuel tank or water separator. Fuel lines and connections-inspect for leaks and tight connections.	X	X	X
	Line brackets.	Check line brackets.	X	X	X
	Governor and control	Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.	X	X	X
	Fuel filters-Primary/secondary	Inspect for damage, leaks, and proper operations. Clean primary filter screen.	X	X	X
	Fuel filter	Replace filter. Inspect for proper sealing and operation.		X	X
	Fuel pressure	Operations check of gauge for correct pressure.	X	X	X
	Fuel lines and connections	Inspect for tight connections. Check line brackets.	X	X	X
Air induction and exhaust system					
	Air filter	Service indicator-note reading. Inspect for proper operation. Reset indicator	X	X	X
		Inspect. Clean as necessary	X	X	X
		Replace air filter element			X
	Air inlet system	Inspects piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filter housing if filter is cleaned or replaced. Check housing seals and gaskets.	X	X	X

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System	Part	Description	PM1	PM2	PM3
General					
	Turbocharger	Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.	X	X	X
	Turbocharger	Inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.		X	X
	Exhaust manifold	Inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering. Load bank recommendation may be necessary (note- load bank testing will help seat piston rings and remove carbon deposits- additional charges may apply).	X	X	X
	Exhaust system	Inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections.	X	X	X
	Valve adjustment	Check and adjust valves as necessary.		X	X
	Valve rotators	Operational inspection to ensure proper valve rotation.		X	X
Lube oil system					
	Oil level	Inspect for correct oil level and contamination. Visually inspect unit for leaks.	X	X	X
	Oil pressure	Operational check of gauge for correct pressure. Operational and visual inspection of pre-lube pump.	X	X	X
	Crankcase breather	Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blow-by.	X	X	X
	Crankcase breather	Inspect and clean.		X	X
	Scheduled oil sample	Obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.		X	X
	Oil and filters	Change. Inspect all gaskets and seals. Cut open old filter for internal inspection.		X	X
	Oil Pumps	Clean oil pumps			X
Starting system					
	Batteries	Inspect for damage or leakage. Clean and tighten all battery cable connections.	X	X	X
		Specific gravity- check electrolyte level and specific gravity. Fill cells with distilled water as necessary.	X	X	X
		Replace batteries, battery cables			X
	Battery charger	Inspect for proper operation, loose terminals, and deteriorated wiring.	X	X	X

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System	Part	Description	PM1	PM2	PM3
General					
		Replace battery charger			X
	Starting motor	Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises.	X	X	X
	Alternator	Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys, and voltage output.	X	X	X
		Replace belts			X
	Ignition system	Check for proper operation. Tune engine as necessary.		X	X
		Replace spark plugs, glow plugs, injectors			X
Engine monitors and safety controls					
	Safety controls	Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.	X	X	X
	Remote annunciators and alarms	Inspect and test all panel and system alarms for proper operation.	X	X	X
	Gauge accuracy	Check oil pressure, water temperature, and alternator gauges for accuracy. Replace as necessary (additional charges may apply to user agency).		X	X
		Replace gauges			X
Generator					
	Generator rear bearing	Lubricate		X	X
	Vibration isolators	Check for proper adjustment and condition.		X	X
Power generator					
	Slip rings and brushes	Remove and inspect brushes, clean slip rings. Adjust as necessary.	X	X	X
	Space heaters	Inspect for proper operation	X	X	X
Control panel					
	Start controls-Manual/ Auto	Operational check for proper operation. Check automatic start.	X	X	X
	Voltmeter	Operational check for correct readings. Check voltage.	X	X	X
		Level, voltage gain, and voltage drop adjustment.	X	X	X
	Ammeter	Operational check for correct readings, if load is available. Frequency meter-operational check for correct readings. Load and No load readings if possible.	X	X	X

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System	Part	Description	PM1	PM2	PM3
General					
	Automatic transfer switch- and see below	Clean, inspect and test for proper operation.	X	X	X
		Measure voltage drop across contacts.		X	X
	Circuit breakers	Inspect free movement and tight connections.		X	X
	Mechanical linkage	Lubricate mechanical linkage as recommended by the manufacturer control panel- vacuum and clean.		X	X
	Other	Replace relays, switches, fuses and breakers			X
		Connect Cat ET or other brand software where applicable and record all events and clear memory			X
Gas (or other types of fuel) engines					
	Carburetor and linkage	Inspect for proper operation, free of binding.	X	X	X
	Carburetor	Check operation, air/fuel ratio, and differential pressure. Adjust as necessary.		X	X
	Linkage	Lubricate linkage		X	X
	Magneto/distributor and ignition system	Check condition of ignition wires. Check magneto/distributor operation.	X	X	X
	Spark plugs	Gap and clean.		X	X
	Fuel lines and connections	Inspect for tight connections. Check line brackets.			X
Miscellaneous					
		Replace all clamps, belts, hoses, gauges, etc.			X
Transfer Switch					
		Check 24-volt relays	X	X	X
		Check fuses	X	X	X
		Check heaters	X	X	X
		Check low/high voltage lugs for tightness	X	X	X
		Check for controls and control panels	X	X	X
		Repair: replace any components, parts as needed.	X	X	X

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K. Installation of replacement or new Generators:
This price agreement will provide for the replacement or upgrade of existing generators, as well as the installation of new generators. To include all parts and accessories required to complete installation of those units.

Additional bid and scope information:
Coolant samples, fuel samples and oil samples will need to be collected and tested when required per NFPA 110/ASTM 110 maintenance guidelines.

A list of all gensets will not be provided. This statewide price agreement can be used by any government entity in New Mexico, so all types of generators can be covered. That is why the list of manufacturers that you service is being **requested.**

When the Agency/Governmental entity signs you up for actual PM3 for that generator, they will be given the option to replace all of the components or only a few of the components on an individual basis.

Do not include mileage in the cost of service. It is a separate item 044. An employee's 'windshield time' will be included in the cost of service.

All work shall be performed in accordance with all applicable New Mexico Building Codes. The awarded contractor shall be fully responsible to obtain all permits associated with this work as required by the State of New Mexico, Construction Industries Division or the local authority having jurisdiction (AHJ). The CID is the jurisdictional authority for permits in state buildings and will serve as the code inspecting authority on work for state buildings. The contractor shall request all appropriate inspections in appropriate time frames.
The CID/AHJ has the right to stop any work being formed that is not in compliance with applicable New Mexico Building Codes or City/County Building codes and may direct the Contractor to perform corrective action as needed.

The cost for any building permits will be in addition to the prices set forth in this Price Agreement. Contractor to include an estimate for the cost of the permit in any quotation provided.

Subcontractors are allowed on this State Price Agreement. If their services are not specifically listed in the price list, a detailed description of the services that the Subcontractor is providing will need to be submitted along with the vendor's quote. The use of a subcontractor must have prior approval as well as the named subcontractor. If the Agency objects to the use of a particular named contractor, the Contractor shall propose another one that is acceptable to the Agency. No Markup is allowed on subcontractors.

General Overhead and Profit on the Contractor's self-performed work is not allowable as a separate line item.
If special equipment is required to perform the work required in a project/repair, the Contractor may bill for the cost of said equipment, at the actual cost of renting the equipment. Invoices will be attached to billing in order for payment to be approved. The contractor will notify the user Agency of the need to rent equipment.

Backup Portable Generators: The cost of fuel as needed for backup portable generators (or the existing generator) is an allowable expense under this contract. It will be added based on an estimated cost and invoiced on the exact cost. When a backup portable generator is brought in, the initial fuel will be provided. Cabling will also be provided. The exact length of the cabling will vary from project to project. The delivery fee is included in the bid rental amount but is based on the assumption that a local source for the portable generator is found. If the portable generator has to come from out of state or a long distance, there will be an add on allowed for those cases. The extra charge for a separate crane for setup will be estimated and invoiced at the cost of crane rental.

Certificate of insurance is required. Per NMSA 1978 13-4-18, Performance and Materials and Payment Bonds are required for projects over $25,000 and is an allowable added expense with no markup.

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Overnight shipping may be requested by authorized personnel for priority repair needs. Overnight shipments to be made upon approval by authorized personnel only. The Agency will not accept charges for overnight shipping if prior approval has not been obtained from Agency authorized personnel. Shipping charges incurred to meet the needs of the Agency will be acquired at the best obtainable price.

Mileage is allowable based on the bid rate per mile. It will be calculated using the Rand McNally map from point to point from the service base to the job site using the shortest route. The first 20 miles to/from will not be figured into the calculation: only the excess over 20 miles. If a prolonged stay is required, per diem for lodging and meals is only allowable at the State rate. Trip charges that are the result of the installer/repairer neglecting to bring the known needed materials/parts will not be allowed.

If the replacement or repair is of sufficient travel length that it makes sense to stay in the area rather than incur mileage to return daily to the contractor's base site, then per diem charges are allowable for up to $85 per day per person. This would include lodging and meals. **Receipts may be required for invoicing**.

The awarded contractor will be required to abide by all rules and regulations associated with these institutions. Service technicians may be required to enter areas in which he/she will be exposed to clients which could be inmates at Correctional Facilities.

The Agency will not be held responsible for injury to vendor personnel or damage to vendor equipment.

The State reserves the right to terminate this price agreement at any time without notice if repair service, response time and/or institution rules are not adhered to.

Contractor's Warranty:
Contractor shall provide a One-Year Labor warranty for major replacements, beginning from the date of final payment. Materials warranty will be limited to new materials installed as part of the work. Material warranties will not apply to any rebuilt or reused materials or parts. Materials warranties will follow the manufacturer's warranty period. Repairs shall be warranted for 90 days.

Manufacturer's Warranty:
When available, the Contractor will provide extended manufacturer's warranties for materials installed by this Price Agreement.

Insurance:
Contractor shall provide all insurance necessary for employees on the work site, including but not limited to Workman's Compensation Insurance.

Contractor shall indemnify and hold harmless the State of New Mexico, its Officers, and employees against liability claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from Contractor's and / or its employees, own neglect act(s) or omission(s) while Contractor, and / or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this Price Agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (41-4-1, et seq., NMSA 1978 comp) and Section 57-7-1 NMSA, 1978 Comp., and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of the Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit(s) for wrongful death(s) bodily and / or personal injury(ies) to person(s), damages to property(ies) and / or any other claim(s) whatsoever pursuant to the provisions of this Price Agreement.

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The Contractor shall provide Public Liability Insurance for the minimum amount of $100,000 for damage to or destruction of property arising out of each occurrence. The amount of $300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act, and $500,000 for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.
The contractor agrees to comply with state laws and rules pertaining to commercial general liability insurance, auto insurance and workers' compensation insurance coverage for its employees. If contractor fails to comply with the workers' compensation act and applicable rules when required to do so, the contract may be canceled effective immediately. Upon award of a project/repair, the contractor shall provide the user Agency with their insurance certificates.

Bidders shall provide pricing for:
SEE ATTACHED BID FORM.
In general, it includes:
Cost for PM 1 Service.
Cost for PM 2 Service.
Cost for PM 3 Service.
Hourly rate for service/repair, portal to portal, normal working hours
Hourly rate for emergency service/repair, portal to portal, non- working hours, to include weekends and holidays.
Rate for load test.
Discount % replacement parts on non-specific brands from most current house or trade service price schedules or vendor catalog.
Rental charges for portable backup generator(s)
Electrical Work related to ATS and hookup of the rental generator.
Discount % of new or replacement Generators from most current publicly available retail pricing.

Method of Award:
Multiple contractors may be chosen--- Both Electricians and Generator Servicers.
It is not required to bid on every item.

Escalation/Reduction Clause:
In the event of a labor rate increase, an escalation request will be reviewed by the State Purchasing Division on an individual basis. Labor rate increases will only be allowed with verified rate increases mandated by Unions or by the Department of Workforce Solutions Wage Rate Decision increases. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Supply the following for an escalation/reduction:
1. Beginning Wage Rate Determination at the time of award.
2. New Wage Rate Determination at the time of escalation request.
3. Or Union documentation showing increase or decrease.

Tax Note:
Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

*****End of Specifications*****

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1

Items:

Awarded Vendor	Vendor Name
(AA) 0000178054	B&S Power Services, Inc.
(AB) 0000049954	Great Western Electrical, Inc.
(AC) 0000048410	Hal Burns Truck & Equipment Service LLC
(AD) 0000178572	Harmon Service Co., LLC
(AE) 0000009902	TRACS Power Generation LLC
(AF) 0000045306	Wagner Equipment Co

Item	UOM	Article and Description	Unit price	Vendor
Generators Under 50 KW				
1	Each	Preventative Maintenance 1 - Price Per Inspection		
			$156.25	(AA)
			$701.50	(AC)
			$1,035.00	(AD)
			$4,120.00	(AE)
			$330.00	(AF)
2	Each	Preventative Maintenance 2 - Price Per Inspection		
			$275.00	(AA)
			$1,161.50	(AC)
			$1,750.00	(AD)
			$8,845.00	(AE)
			$750.00	(AF)
3	Each	Preventative Maintenance 3 - Price Per Inspection		
			$450.00	(AA)
			$4,715.00	(AC)
			$3,645.00	(AD)
			$11,220.00	(AE)
			$2,450.00	(AF)
4	Each	Monthly Load Test - Price Per Test		
			$125.00	(AA)
			$517.50	(AC)
			$1,035.00	(AD)
			$330.00	(AE)
			$330.00	(AF)
5	Each	Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test		
			$425.00	(AA)
			$977.50	(AC)
			$1,370.00	(AD)
			$657.50	(AE)
			$660.00	(AF)

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1

Item	UOM	Article and Description	Unit price	Vendor
6	Each	Extended Load Bank Test - (4 hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test		
			$625.00	(AA)
			$1,307.50	(AC)
			$1,990.00	(AD)
			$897.50	(AE)
			$1,150.00	(AF)
7	Each	Rental of Portable Backup Generator - Price Per Week		
			$950.00	(AA)
			$1,600.00	(AB)
			$2,860.00	(AE)
			$879.00	(AF)
8	Each	Rental of Portable Backup Generator - Price Per Month		
			$3,500.00	(AA)
			$4,662.00	(AB)
			$4,760.00	(AE)
			$2,637.00	(AF)
9	Each	Collection and testing of coolant sample using appropriate ASTM standards.		
			$75.00	(AA)
			$194.00	(AC)
			$140.00	(AD)
			$70.00	(AE)
			$50.00	(AF)
10	Each	Collection and testing of oil sample using appropriate ASTM standards.		
			$75.00	(AA)
			$128.00	(AC)
			$100.00	(AD)
			$45.00	(AE)
			$50.00	(AF)
11	Each	Collection and testing of fuel sample using appropriate ASTM standards.		
			$105.00	(AA)
			$199.00	(AC)
			$200.00	(AD)
			$265.00	(AE)
			$150.00	(AF)
Generators 50 KW to 150 KW				
12	Each	Preventative Maintenance 1 - Price Per Inspection		
			$187.50	(AA)
			$701.50	(AC)
			$1,095.00	(AD)
			$4,120.00	(AE)
			$495.00	(AF)

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1

Item	UOM	Article and Description	Unit price	Vendor
13	Each	Preventative Maintenance 2 - Price Per Inspection		
			$375.00	(AA)
			$1,380.00	(AC)
			$2,250.00	(AD)
			$9,920.00	(AE)
			$1,350.00	(AF)
14	Each	Preventative Maintenance 3 - Price Per Inspection		
			$450.00	(AA)
			$6,210.00	(AC)
			$5,505.00	(AD)
			$12,720.00	(AE)
			$3,450.00	(AF)
15	Each	Monthly Load Test - Price Per Test		
			$125.00	(AA)
			$517.50	(AC)
			$1,035.00	(AD)
			$330.00	(AE)
			$330.00	(AF)
16	Each	Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test		
			$550.00	(AA)
			$1,161.50	(AC)
			$1,470.00	(AD)
			$952.50	(AE)
			$750.00	(AF)
17	Each	Extended Load Bank Test - (4-hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test		
			$750.00	(AA)
			$1,491.50	(AC)
			$2,040.00	(AD)
			$1,192.50	(AE)
			$1,150.00	(AF)
18	Each	Rental of Portable Backup Generator - Price Per Week		
			$2,175.00	(AA)
			$2,690.00	(AB)
			$3,460.00	(AE)
			$1,491.00	(AF)
19	Each	Rental of Portable Backup Generator - Price Per Month		
			$5,575.00	(AA)
			$8,046.00	(AB)
			$6,760.00	(AE)
			$4,474.00	(AF)
20	Each	Collection and testing of coolant sample using appropriate ASTM 110 standards.		
			$75.00	(AA)

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Item	UOM	Article and Description	Unit price	Vendor
		Item 20 continued		
			$194.00	**(AC)**
			$140.00	**(AD)**
			$70.00	**(AE)**
			$50.00	**(AF)**
21	**Each**	**Collection and testing of oil sample using appropriate ASTM 110 standards.**		
			$75.00	**(AA)**
			$128.00	**(AC)**
			$100.00	**(AD)**
			$45.00	**(AE)**
			$50.00	**(AF)**
22	**Each**	**Collection and testing of fuel sample using appropriate ASTM 110 standards.**		
			$105.00	**(AA)**
			$199.00	**(AC)**
			$200.00	**(AD)**
			$265.00	**(AE)**
			$150.00	**(AF)**
Generators Over 150 KW to 500 KW				
23	**Each**	**Preventative Maintenance 1 - Price Per Inspection**		
			$250.00	**(AA)**
			$701.50	**(AC)**
			$1,150.00	**(AD)**
			$4,860.00	**(AE)**
			$495.00	**(AF)**
24	**Each**	**Preventative Maintenance 2 - Price Per Inspection**		
			$775.00	**(AA)**
			$1,828.50	**(AC)**
			$2,950.00	**(AD)**
			$11,850.00	**(AE)**
			$2,450.00	**(AF)**
25	**Each**	**Preventative Maintenance 3 - Price Per Inspection**		
			$520.00	**(AA)**
			$13,777.00	**(AC)**
			$6,450.00	**(AD)**
			$14,850.00	**(AE)**
			$6,950.00	**(AF)**
26	**Each**	**Monthly Load Test - Price Per Test**		
			$125.00	**(AA)**
			$517.50	**(AC)**
			$1,095.00	**(AD)**

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Item	UOM	Article and Description	Unit price	Vendor
		Item 26 Continued		
			$330.00	**(AE)**
			$330.00	**(AF)**
27	**Each**	**Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test**		
			$675.00	**(AA)**
			$1,782.50	**(AC)**
			$1,845.00	**(AD)**
			$1,775.00	**(AE)**
			$1,450.00	**(AF)**
28	**Each**	**Extended Load Bank Test - (4-hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test**		
			$875.00	**(AA)**
			$2,112.50	**(AC)**
			$2,615.00	**(AD)**
			$2,015.00	**(AE)**
			$1,750.00	**(AF)**
29	**Each**	**Rental of Portable Backup Generator - Price Per Week**		
			$4,275.00	**(AA)**
			$6,650.00	**(AB)**
			$5,280.00	**(AE)**
			$3,557.00	**(AF)**
30	**Each**	**Rental of Portable Backup Generator - Price Per Month**		
			$11,500.00	**(AA)**
			$19,950.00	**(AB)**
			$9,780.00	**(AE)**
			$10,670.00	**(AF)**
32	**Each**	**Collection and testing of coolant sample using appropriate ASTM 110 standards.**		
			$75.00	**(AA)**
			$194.00	**(AC)**
			$140.00	**(AD)**
			$70.00	**(AE)**
			$50.00	**(AF)**
33	**Each**	**Collection and testing of oil sample using appropriate ASTM 110 standards.**		
			$75.00	**(AA)**
			$128.00	**(AC)**
			$100.00	**(AD)**
			$45.00	**(AE)**
			$50.00	**(AF)**
34	**Each**	**Collection and testing of fuel sample using appropriate ASTM 110 standards.**		
			$105.00	**(AA)**
			$199.00	**(AC)**

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Item	UOM	Article and Description	Unit price	Vendor
		Item 34 Continued		
			$200.00	**(AD)**
			$265.00	**(AE)**
			$150.00	**(AF)**
Generators Over 500 KW to 1000 K				
35	**Each**	**Preventative Maintenance 1 - Price Per Inspection**		
			$250.00	**(AA)**
			$793.50	**(AC)**
			$1,265.00	**(AD)**
			$5,270.00	**(AE)**
			$660.00	**(AF)**
36	**Each**	**Preventative Maintenance 2 - Price Per Inspection**		
			$1,525.00	**(AA)**
			$2,702.50	**(AC)**
			$3,650.00	**(AD)**
			$12,620.00	**(AE)**
			$3,450.00	**(AF)**
37	**Each**	**Preventative Maintenance 3 - Price Per Inspection**		
			$520.00	**(AA)**
			$23,575.00	**(AC)**
			$9,950.00	**(AD)**
			$18,490.00	**(AE)**
			$11,500.00	**(AF)**
38	**Each**	**Monthly Load Test - Price Per Test**		
			$125.00	**(AA)**
			$517.00	**(AC)**
			$1,150.00	**(AD)**
			$330.00	**(AE)**
			$330.00	**(AF)**
39	**Each**	**Standard Load Bank Test (1.5 to 2 hours max) Price Per Test**		
			$1,250.00	**(AA)**
			$3,277.50	**(AC)**
			$3,670.00	**(AD)**
			$3,490.00	**(AE)**
			$1,950.00	**(AF)**
40	**Each**	**Extended Load Bank Test - (4-hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test**		
			$1,450.00	**(AA)**
			$3,607.50	**(AC)**

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Item	UOM	Article and Description	Unit price	Vendor
		Item 40 Continued		
			$4,415.00	**(AD)**
			$3,970.00	**(AE)**
			$2,450.00	**(AF)**
41	**Each**	**Rental of Portable Backup Generator - Price Per Week**		
			$10,200.00	**(AB)**
			$5,538.00	**(AF)**
42	**Each**	**Rental of Portable Backup Generator - Price Per Month**		
			$30,600.00	**(AB)**
			$16,614.00	**(AF)**
43	**Each**	**Collection and testing of coolant sample using appropriate ASTM 110 standards.**		
			$75.00	**(AA)**
			$194.00	**(AC)**
			$140.00	**(AD)**
			$70.00	**(AE)**
			$50.00	**(AF)**
44	**Each**	**Collection and testing of oil sample using appropriate ASTM 110 standards.**		
			$75.00	**(AA)**
			$128.00	**(AC)**
			$100.00	**(AD)**
			$45.00	**(AE)**
			$50.00	**(AF)**
45	**Each**	**Collection and testing of fuel sample using appropriate ASTM 110 standards.**		
			$105.00	**(AA)**
			$199.00	**(AC)**
			$200.00	**(AD)**
			$265.00	**(AE)**
			$150.00	**(AF)**
Generators Over 1000 KW				
46	**Each**	**Preventative Maintenance 1 - Price Per Inspection**		
			$250.00	**(AA)**
			$793.50	**(AC)**
			$1,265.00	**(AD)**
			$5,770.00	**(AE)**
			$660.00	**(AF)**
47	**Each**	**Preventative Maintenance 2 - Price Per Inspection**		
			$2,725.00	**(AA)**
			$2,702.50	**(AC)**
			$4,050.00	**(AD)**
			$15,620.00	**(AE)**
			$6,250.00	**(AF)**

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Item	UOM	Article and Description	Unit price	Vendor
48	Each	Preventative Maintenance 3 - Price Per Inspection		
			$520.00	(AA)
			$22,885.00	(AC)
			$15,000.00	(AD)
			$21,240.00	(AE)
			$21,000.00	(AF)
49	Each	Monthly Load Test - Price Per Test		
			$125.00	(AA)
			$793.50	(AC)
			$1,320.00	(AD)
			$330.00	(AE)
			$330.00	(AF)
50	Each	Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test		
			$1,525.00	(AA)
			$4,232.00	(AC)
			$3,920.00	(AD)
			$4,725.00	(AE)
			$3,950.00	(AF)
51	Each	Extended Load Bank Test - (4 hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test		
			$1,725.00	(AA)
			$4,562.00	(AC)
			$4,665.00	(AD)
			$5,205.00	(AE)
			$4,750.00	(AF)
52	Each	Rental of Portable Backup Generator - Price Per Week		
			$19,230.00	(AB)
			$10,972.00	(AF)
53	Each	Rental of Portable Backup Generator - Price Per Month		
			$57,600.00	(AB)
			$32,760.00	(AF)
54	Each	Collection and testing of coolant sample using appropriate ASTM 110 standards.		
			$75.00	(AA)
			$194.00	(AC)
			$140.00	(AD)
			$70.00	(AE)
			$50.00	(AF)
55	Each	Collection and testing of oil sample using appropriate ASTM 110 standards.		
			$75.00	(AA)
			$128.00	(AC)
			$100.00	(AD)
			$45.00	(AE)
			$50.00	(AF)

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Item	UOM	Article and Description	Unit price	Vendor
56	Each	Collection and testing of fuel sample using appropriate ASTM 110 standards.		
			$105.00	(AA)
			$199.00	(AC)
			$200.00	(AD)
			$265.00	(AE)
			$150.00	(AF)
		Items Applicable to all capacity Generators		
57	Hour	Journeyman - Regular working hours 8am - 5pm Monday - Friday		
			$125.00	(AA)
			$130.00	(AB)
			$115.00	(AD)
			$120.00	(AE)
			$166.00	(AF)
58	Hour	Laborer - Regular working hours 8am - 5pm Monday - Friday		
			$90.00	(AB)
			$165.00	(AC)
			$110.00	(AE)
			$166.00	(AF)
59	Hour	Journeyman- after hours/ holiday/ weekends		
			$165.00	(AA)
			$170.00	(AB)
			$155.00	(AD)
			$180.00	(AE)
			$211.00	(AF)
60	Hour	Laborer- after hours/ holiday/ weekends		
			$120.00	(AB)
			$185.00	(AC)
			$165.00	(AE)
			$211.00	(AF)
61	Hour	Electrician Journeyman - Regular working hours 8am - 5pm Monday - Friday		
			$100.00	(AB)
			$160.00	(AE)
			$115.00	(AF)
62	Hour	Electrician Apprentice - Regular working hours 8am - 5pm Monday - Friday		
			$75.00	(AB)
			$150.00	(AE)
			$90.00	(AF)
63	Hour	Electrician Journeyman -after hours/ holiday/ weekends		
			$130.00	(AB)
			$240.00	(AE)
			$221.00	(AF)
64	Hour	Electrician Apprentice -after hours/ holiday/ weekends		
			$95.00	(AB)

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Item	UOM	Article and Description	Unit price	Vendor
		Item 64 Continued		
			$225.00	**AE**
			$169.00	**AF**
65	**Mile**	**Price Per Mile- In Excess of 20 miles (40 miles round trip) from shop to site per mapquest.com**		
			$1.50	**(AA)**
			$2.00	**(AB)**
			$3.00	**(AC)**
			$2.00	**(AD)**
			$2.00	**(AE)**
			$4.00	**(AF)**
66	**Gallon**	**Cost to fill generator with fuel per gallon (if needed)**		
			$8.00	**(AB)**
			$7.20	**(AC)**
			$7.00	**(AE)**
			$7.00	**(AF)**
67	**%**	**Replacement Parts--discount off retail**		
			2%	**(AA)**
			0%	**(AB)**
		Baldwin 5%, Interstate 5%, Carquest 15%, NAPA 15%	**5-15%**	**(AC)**
			5%	**(AE)**
			0%	**(AF)**
68	**%**	**New/Replacement Generators--discount off retail**		
			0%	**(AB)**
			0%	**(AE)**
			0%	**(AF)**

***** 68 Awarded Items Total *****

DocuSign

Certificate Of Completion

Envelope Id: 265D037D23F64FC78C0AF0281E7A3FA1
Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-23-00045
Source Envelope:
Document Pages: 31
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
2/23/2024 7:45:32 AM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Tami Concha Tami.Concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/23/2024 7:52:45 AM Viewed: 2/23/2024 7:56:38 AM Signed: 2/23/2024 7:57:12 AM
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35	JO Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/23/2024 7:57:15 AM Viewed: 2/23/2024 7:57:53 AM Signed: 2/23/2024 7:58:51 AM
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/23/2024 7:58:55 AM Viewed: 2/23/2024 10:02:30 AM Signed: 2/23/2024 10:03:11 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2024 7:52:45 AM
Certified Delivered	Security Checked	2/23/2024 10:02:30 AM
Signing Complete	Security Checked	2/23/2024 10:03:11 AM
Completed	Security Checked	2/23/2024 10:03:11 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Client#: 1082534 WAGNEEQU1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS: den.contractors@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Twin City Fire Insurance Company	29459
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wagner Equipment Co.
Wagner Rents, Inc.
PO Box 17620
Denver, CO 80217

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	GLO819637217	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Drive Oth Car	X	X	BAP819637117	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$5,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	CUP2W63393924NF	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC819637318	03/01/2024	03/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Crime - Client's Property Off Premises			34KB033512024	03/01/2024	03/01/2025	$1,000,000 Limit $25,000 Deductible	

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

Excess Liability
Insurer: Federal Insurance Company
Policy Number: 93644162 Effective 03/01/2024 to 03/01/2025
Limits: $15,000,000 Each Occurrence / $15,000,000 Aggregate

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	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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DESCRIPTIONS (Continued from Page 1)

Excess Liability
Insurer: Great American Insurance Company
Policy Number: TUE405729017 Effective: 03/01/2024 to 03/01/2025
Limits: $25,000,000 Each Occurrence / $25,000,000 Aggregate

For Informational Purposes Only.

WAGNER PACKET swpa_

Final Audit Report 2024-11-25

Created:	2024-11-25
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAGofBkTYmYXJ3L6VaQ2NFF7qW56OKTg9x

"WAGNER PACKET swpa_" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2024-02-23 - 5:05:03 PM GMT- IP address: 97.182.23.177

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-25 - 2:58:19 PM GMT- IP address: 97.182.23.177

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-25 - 3:01:28 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-25 - 6:50:13 PM GMT- IP address: 104.47.65.254

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Signature Date: 2024-11-25 - 6:50:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-25 - 6:50:47 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-11-25 - 9:35:47 PM GMT- IP address: 63.232.20.2

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: City of SF should be the certificate holder on the COI.
2024-11-25 - 9:37:53 PM GMT- IP address: 63.232.20.2

Client#: 1082534 WAGNEEQU1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2024

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.

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PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS: @usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Federal Insurance Company	20281
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wagner Equipment Co.
Wagner Rents, Inc.
PO Box 17620
Denver, CO 80217

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	GLO819637217	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Drive Oth Car	X	X	BAP819637117	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$5,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	CUP2W63393924NF	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC819637318	03/01/2024	03/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Excess Liability	X	X	93644162	03/01/2024	03/01/2025	$15,000,000 Ea Occur $15,000,000 Aggregate	

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

Excess Liability
Insurer: Great American Insurance Company
Policy Number: TUE405729017 Effective: 03/01/2024 to 03/01/2025
Limits: $25,000,000 Each Occurrence / $25,000,000 Aggregate

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

RE: 2007 Kenworth T800 #206839

As required by written contract or written agreement, the Certificate Holder (City of Santa Fe) is included as Additional Insured under General Liability as their interest may appear with respect to the scheduled/leased/rented equipment per required by Contract or written Agreement.

WAGNER PACKET swpa_ (2) (1)

Final Audit Report 2024-11-26

Created:	2024-11-26
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiL1RuOrPB2sxQ0vAHJDlGhkM-dNoq8w6

"WAGNER PACKET swpa_ (2) (1)" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
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Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-26 - 5:17:19 PM GMT- IP address: 75.233.241.118

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and EMILY OSTER (ekoster@santafenm.gov) for signature. One of them to sign
2024-11-26 - 5:18:30 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 5:31:15 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 5:34:38 PM GMT - Time Source: server- IP address: 73.42.112.179

Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign
2024-11-26 - 5:34:40 PM GMT

Email viewed by LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov)
2024-11-26 - 5:54:31 PM GMT- IP address: 73.98.43.226

Email viewed by Randy Randall (rrandall@santafenm.gov)
2024-11-26 - 6:11:53 PM GMT- IP address: 68.105.56.157

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2024-11-26 - 6:12:22 PM GMT - Time Source: server- IP address: 68.105.56.157

Agreement completed.
2024-11-26 - 6:12:22 PM GMT

CITY OF SANTA FE

Date: October 24, 2024

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor FH

Via: John Dupuis, Public Utilities Department Director JD

Subject: Hazen and Sawyer Operational Support Contract Amendment #1

Vendor Name: Hazen and Sawyer

Munis Vendor Number: 7789

ITEM AND ISSUE:

Public Utilities Department/Wastewater respectfully requests your review and approval of an Amendment #1 to contract #3204638 with Hazen and Sawyer for an Emergency Service. Amendment #1 increases the amount of compensation by $2,666,930.00 that will expand existing tasks within the original scope of work. The total compensation will not exceed $5,384,930.00 including gross receipt tax for a term of 3 years.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204638

BACKGROUND AND SUMMARY:

The Wastewater Management (WWM) Division is requesting approval of Amendment #1 to expand three existing tasks withing the existing contract scope of work, which includes compiling and Asset Inventory and Condition Assessment, Production of a Digital Twin Process Model, and additional On-site Operational Support. The original contract was executed to respond to an Administrative Order issued by US EPA and NMED, due to the discharge of inadequately treated wastewater. The original contract was approved on April 4, 2024 as and Emergency, Item #24-0299.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO) / Designee: Travis Dutton-Leyda **Date:** Nov 22, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: WWM Enterprise Fund/Fund 500

Munis Org Name/Number: CIP//5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins ajhopkins@santafenm.gov ajhopkins@santafenm.gov **Date:** Nov 20, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

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**
Project Ledger #: **WWM245002**
(*will this procurement result in a tangible item that costs more than $5,000?
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more
Approval: Lisa Storey **Title:** Accounting Manager **Date:** Nov 20, 2024
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ◉ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Emergency Determination

Vendor's Quote

Professional Services Contract

Emergency Determination (original)
CPO Service Determination Email
Professional Service Contract amendment 1
quote
Certificate of Liability Insurance
Original contract packet with previous contract amendments
BAR

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Wastewater Management Division	9/9/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Hazen and Sawyer Operational Support Contract	5000375	572970		$2,666,930.	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 2,666,930	$ -

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

To increase contract #3204638 HAZEN for amendment 1 CIP see memo for more detail

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
WWM Enterprise Fund 500	(2,666,930)
TOTAL:	(2,666,930)

P. Fred Heerbrandt, P.E. — 9/9/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Dupuis (Oct 25, 2024 14:15 MDT) — Oct 25, 2024
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 — ahopkins@santafenm.gov — Nov 20, 2024
Budget Officer — Date

EMILY OSTER — Nov 22, 2024
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2024

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.

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PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading, PA A(XV)	20427
INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
INSURER C : Continental Insurance Company A(XV)	35289
INSURER D : Continental Casualty Company (CNA) A, XV	20443
INSURER E :	
INSURER F :	

INSURED
Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			7036845683	3/29/2024	3/29/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7036845635	3/29/2024	3/29/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			7036845649	3/29/2024	3/29/2025	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A		7036845652	3/29/2024	3/29/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			AEH008231489	3/29/2024	3/29/2025	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACT #19-0235, ON-CALL ENGINEERING SERVICES FOR THE CITY

The City of Santa Fe, NM is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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Signature: P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Oct 25, 2024 06:55 MDT)

Email: pfheerbrandt@santafenm.gov

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.

NOTE:

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
City of SF Chief Procurement Officer:	Travis Dutton-Leyda
Telephone Number:	(505) 629-8351

II.

Name of Contractor:	Hazen and Sawyer
Address of Contractor:	100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109
Amount of prospective contract:	$5,384,930.00
Term of prospective contract:	3 years
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:**

The scope of work to be delivered by Hazen and Sawyer (Hazen) includes:

- Asset Inventory and Condition Assessment – Hazen will inventory all PRWRF assets, develop attribute data, field verify the condition of assets, develop risk-based scoring criteria, identify level of service goals, perform asset cost analysis, and develop a 10-year capital improvement plan for the PRWRF.
- Digital Twin – Hazen will provide technical services to advance the City's data visualization and process optimization initiatives. The digital twin task is broken into six subtasks:

development and tag addition, data exploration and cleaning, development of a data visualization tool, real-time process optimization, development of a mechanistic process digital twin, and addition of data-driven optimization features into the process twin (i.e., development of a hybrid model that includes mechanistic as well as data-driven components).

- Onsite Operational Support – Hazen will provide onsite support from July 24, 2024 through October 25, 2024 followed by part-time support for the remaining duration of Hazen's contract scheduled to end on September 30, 2026. Hazen staff will serve as an extension of the City's staff to support the operation and maintenance of the PRWRF.

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 July 10, 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.

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 WWTP into compliance as soon as is feasible to do so.

Hazen has continuously supported the City's efforts to bring PRWRF back into permit compliance. Over the course of that effort, the City identified additional areas where Hazen's services will support the City's overall goals. The justification for each task included in this amendment follows:

- Asset Inventory and Condition Assessment – The City does not have a complete inventory of PRWRF assets and their condition. An asset inventory including condition is the foundation of an Asset Management Plan (AMP). An AMP is needed to proactively plan and execute repair/replacement of PRWRF assets to reduce the probability of asset failure(s) resulting in future permit violations.
- Digital Twin – The City does not have a system for processing and visualizing plant operational data or a system for simulating how operational changes may impact process performance. Data visualization dashboards will allow PRWRF staff to view operational data in real-time and make data-driven decisions. A digital twin will allow PRWRF staff to simulate the impacts of potential operational changes to verify that proposed changes will be beneficial rather than detrimental to operational goals and permit compliance.
- Onsite Operational Support – The PRWRF is currently understaffed, which has made it challenging for the City to perform operation and maintenance (O&M) activities and implement changes to improve plant performance. The City asked Hazen to station licensed Wastewater Treatment Operators onsite to improve plant O&M and implement the changes necessary to improve plant performance.

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.).**

By retaining Hazen to perform the requested scope of work, we can bring and continue maintain the facility in compliance with the acts and regulations listed above, thereby eliminating or minimizing the associated risks to public health and safety associated with noncompliant discharge.

VI. **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 immediate, near-term and long-term actions that will bring the WWTP back into compliance and maintain that compliance for the remainder of the plant's service life.

Certified by:



Nov 14, 2024

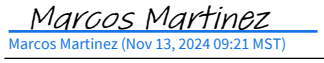
City Chief Procurement Officer, Travis Dutton-Leyda **Date**

City Approval by:



Nov 14, 2024

Department Director, John Dupuis **Date**



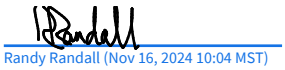
Nov 13, 2024

Senior Assistant City Attorney, Marcos Martinez **Date**



Nov 15, 2024

Finance Director, Emily Oster **Date**



Nov 16, 2024

Interim City Manager, Randy Randall **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

Attachments:

Vendor's Quote – Matches the total requested for this emergency.

Reference: 40-M0087-24-EM027

Hazen

Hazen and Sawyer
100 Sun Ave, NE, Suite 206
Albuquerque, NM 87109

March 18, 2024

John Dupuis
Public Utilities Director
City of Santa Fe Public Utilities Department
801 W. San Mateo Rd
Santa Fe, NM 87505

Re: Paseo Real Water Reclamation Facility (PRWRF)
Engineering, Operational Support, and Related Services in
Response to EPA Administrative Order CWA-06-2024-1745

Dear Mr. Dupuis:

We appreciated the opportunity to meet with the City of Santa Fe (City) on Wednesday, March 13, 2024 to discuss the referenced Administrative Order (AO) the City received from the U.S. Environmental Protection Agency (EPA) Region 6. As we discussed, the City would like to implement an overall plan that 1) responds to and resolves the AO, and 2) prepares the City for long-term, future success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) and similarly at a future facility being considered and visioned by the City as an eventual replacement for the PRWRF. The City's 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 (9) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications with the New Mexico Environment Department (NMED).

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 a "digital twin" model of PRWRF to simulate and help optimize treatment plant operations.

8. Develop tools for remote simulation and testing of proposed changes to plant operations.

9. Provide engineering support for short-term treatment plant improvement projects.

The following narrative further defines the specific activities and services Hazen and Sawyer ("Hazen") proposes to provide. This work will be performed under a new engineering services agreement between the City and Hazen to be issued in response to EPA Administrative Order CWA-06-2024-1745.

Scope of Work

1. Sampling and Regulatory Support

Hazen will coordinate one soil sampling event and four quarterly groundwater sampling events at the PRWRF, with the samples being analyzed for poly- and perfluoroalkyl substances (PFAS). Both the soil and groundwater samples will be analyzed using EPA Method 1633. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff. We have assumed that a total of 10 soil samples will be collected during one soil sampling event (including duplicate samples), and that each sample will be collected from a depth of 2 to 3 feet below ground surface using a hand auger. Ten groundwater samples will be analyzed during each groundwater sampling event (7 PRWRF monitor wells and 3 quality assurance samples). The groundwater sampling for PFAS will begin before Hazen begins supporting the groundwater sampling that is required by the facility's discharge permits (discussed below).

Hazen will coordinate the quarterly groundwater sampling and analysis that is required under discharge permits DP-289 (Wastewater Reclamation Facility) and DP-135 (Sludge Disposal Facility) issued by the NMED Ground Water Quality Bureau (GWQB) for six (6) quarters, starting with the second quarter sampling event in 2024. Hazen will also coordinate the required reporting under these permits. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff (e.g., for purge water disposal). The City will provide additional information (e.g., monthly totalized average daily and peak daily influent volumes, monthly volumes discharged to each reclaimed domestic wastewater recipient, discharge monitoring reports) for inclusion in the quarterly discharge permit reports prepared for NMED. This task will support the City in achieving compliance with the requirements of these permits.

2. Communications Support

Along with City leadership and staff, Hazen staff (Amy Ewing) will participate in weekly phone calls that will be scheduled with NMED to discuss the current and planned activities and progress made in support of responding to and resolving the AO.

3. Build a comprehensive base of knowledge management tools / decision trees for PRWRF operations

Daily activities by PRWRF operations, maintenance, and management staff will support routine and consistent compliance with permit limits established by the City's National Pollutant Discharge Elimination System (NPDES) Permit NM 0022292 once staff have a clear understanding of:

- The purpose of each unit process
- Key Performance Indicators (KPIs) for measuring its performance
- Its relationship to upstream and downstream unit processes
- Information needed to monitor the process, and
- Expectations for each level of staff on how to achieve performance goals set for the process

Hazen proposes to develop these understandings by developing a series of documents called Area Procedures and Expectations (APEs) for each of the seven (7) liquid stream unit processes and four (4) solids handling processes at PRWRF. Each APE, developed as a PowerPoint presentation, will provide a clear guide for each level of operations, maintenance, and management staff, and will provide specific guidance for how and when to adjust the process, by how much, and by whom. Hazen's production of APEs will leverage existing Operation and Maintenance (O&M) Manual and Standard Operating Procedure (SOP) documentation the City may already have in place for PRWRF.

APE production will also document gaps between available information routinely collected (e.g., lab tests and SCADA data) versus what is needed to achieve reliable performance, how such information is distributed, and what improvements to information management are needed so that key items are communicated to staff who need it the most and at a frequency that supports their needs. APE production will also identify information and records currently being collected that do not serve the purpose of optimizing a treatment process. Lastly, APEs will capture information provided during the development of Items 4 and 5 described below.

Once the APEs have been prepared, Hazen will provide on-site staff training for each. This will include administering knowledge assessment quizzes to confirm staff are absorbing the critical information needed to successfully operate and maintain each unit process.

The collection of APEs will form the foundation for PRWRF knowledge management / transfer to which existing staff can refer as they work to optimize facility operations and to train future staff. As "living documents", APEs can be periodically updated by the City to reflect new facilities and capital improvements implemented at PRWRF.

The next element of this PRWRF knowledge management program summarizes the information contained in the 11 APEs (7 for liquid processes / 4 for solids handling) and provides an overview for how each process is supposed to work. This document called **Unit Process Operating Strategies** provides a useful reference to all levels of PRWRF staff and will serve as a tool for newcomers so they can quickly become familiar with "the right way" to operate plant facilities.

The final element of the knowledge management program currently envisioned will be preparation of a PRWRF **Operational Plan**. This document will provide information on the staff hierarchy, command and

communications structure, state and federal regulatory permits, plant safety programs, interrelationships with other City work groups (e.g., purchasing and materials management), and key summaries about PRWRF unit processes extracted from the **Unit Process Operating Strategies** document. Whereas the latter focuses on the information needed to optimize plant treatment operations, the **Operational Plan** focuses on the PRWRF enterprise as a whole and the communications within each internal and external City work group needed to achieve the best performance possible from PRWRF.

4. **Improve PRWRF laboratory practices, data management, workflows, and communications**

Hazen will provide the City with external sampling and reporting support for samples that are collected by PRWRF staff and analyzed by the in-house laboratory to demonstrate compliance with applicable state and federal discharge permits and to support operational control of PRWRF unit processes. We will work with City staff to ensure that all lab process documentation is current and complete and will assist in clearly defining appropriate workflows for PRWRF staff involved in sample collection, testing, and reporting of results. This task will include performing a review of lab operations, external collection and testing of laboratory samples for a period of up to 4 weeks, and assistance with the transition back to in-house sampling and analysis after PRWRF staff roles and responsibilities have been clearly defined for future lab activity. Item 4 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

5. **Provide an inventory of all PRWRF instrumentation**

Hazen will develop an updated inventory of all instrumentation installed at PRWRF including calibration procedures and how this information is managed, stored, accessed, and communicated (e.g., paper logbooks, SCADA, Operator10™ software, or an alternate operational data storage platform/historian). This inventory will identify existing instruments that do not perform their intended function and/or could be re-deployed to provide the information needed by Operations staff. This inventory will also note opportunities to add instruments that will support real-time monitoring of treatment processes, as needed to accomplish Items 6 through 8 below. If practical, Hazen will use the City's current asset database format and structure to prepare this inventory of PRWRF instrumentation, which might then be used as an input to the City's asset management program.

6. **Develop a model for treatment operations**

Hazen will use the available information from lab data and SCADA data including any improvements to these sources realized through the outcomes of the work on Items 3 through 5 above, and will develop an operational model for PRWRF performance. This model will be developed using open-source software (e.g., SUMO™, BioWIN™, or similar product) and calibrated using the available data set. This model will be tested using the updated procedures for controlling and adjusting plant operations developed under our work for Item 3. This item includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

7. **Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations**

The modeling work for Item 6 will next be used to develop a more advanced model that will serve as a "digital twin" the City can use for a variety of purposes including:

- A testbed for proposed changes to existing modes of operation for a particular treatment process
- Observing responses to upset / unexpected conditions for influent wastewater
- Assessing the impact that mechanical breakdown of treatment plant equipment may have on plant performance

As described, the "digital twin" should allow the City to evaluate the plant's response to a suite of unexpected stressors and determine what facility improvements or changes to normal operating procedures will foster a more resilient operation. Item 7 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

8. **Develop tools for remote simulation and testing of proposed changes to plant**

The City has expressed interest in having Hazen partner with a nationally recognized firm to perform remote modeling, testing, and optimization of PRWRF operations, such as are provided by the company AM-Team or a similar entity. This item will build upon the work completed by Hazen for Items 3 through 7. The specific scope for Item 8 will be further refined once the outcomes for Items 3 through 7 have been established.

9. **Provide engineering support for short-term plant improvement projects at PRWRF**

The City has engaged the services of AAC Construction to perform select construction projects at PRWRF that are characterized as limited scope, remove-and-replace in-kind for specific treatment plant equipment / systems that are out of service or are no longer working. Examples of these limited scope projects include restoring two (2) former traveling bridge filter systems to working condition and installing a new mechanical bar screen the City previously procured. Hazen will provide the engineering support the Contractor may need to properly install and commission these equipment systems so that they perform as intended. There may be other projects of this type that the City decides to undertake, in addition to these two projects, for which Hazen can provide the engineering support the Contractor may need. We have included an allowance of $400,000 to cover the effort we anticipate may be needed for engineering support for short-term plant improvement projects.

Project Management

Hazen will perform ongoing project management activities including cost control and monitoring, invoicing, and general coordination with the City's project manager and staff for each of the 9 items of support described under **Scope** that the City authorizes. Each month, we will provide an overall progress report and invoice for authorized tasks similar to the reporting and invoicing process we currently employ for Engineering On-call Contract #23-0516.

Schedule

The work elements described under Scope are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

Compensation

We are requesting an initial authorization of $2,718,000 including NMGRT to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Items 1 through 7 and 9. As requested by the City, we have deferred estimating the effort for Item 8, pending completion of Items 1 through 7. All work will be performed on a time and materials basis using the labor rates attached to this letter. Please note these labor rates are the same rates used by Hazen for its work under Engineering On-Call Contract #23-0516 with the City of Santa Fe, and which get adjusted annually at the beginning of the City's fiscal year. Expenses may include reimbursable mileage, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Please call me at (505) 259-1679 or Charlie Leder at (505) 236-3889 if you have any questions or would like to discuss further Hazen's plan for providing services to help the City respond to EPA Administrative Order CWA-06-2024-1745.

Sincerely,

Greg Gates, PE
Vice President

Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

Attachment 1

Proposed budgets for Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745

Service Item	Proposed time and materials budget
1. Regulatory support	$ 250,000
2. Communications support	$ 25,000
3. Build a comprehensive base of knowledge management tools / roadmaps for PRWRF operations	$ 750,000
4. Improve PRWRF laboratory practices, data management, workflows, and communications	$ 350,000
5. Provide an inventory of all PRWRF instrumentation	$ 250,000
6. Develop a model for treatment operations	$ 300,000
7. Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations	$ 200,000
8. Develop tools for remote simulation and testing of proposed changes to plant	TBD
9. Provide engineering support for short-term plant improvement projects at PRWRF	$ 400,000
Total estimated budget for all Items	$ 2,525,000
NMGRT Allowance[1]	$ 193,000
Total budget including applicable NMGRT	$ 2,718,000

1. Estimate calculated using the Albuquerque FY 2024 NMGRT rate of 7.625%. NMGRT will be assessed on labor and subconsultant work performed in New Mexico.

LABOR RATES FOR HAZEN AND SAWYER STAFF

	Rates over next 4 years			
	2023-2024	2024-2025	2025-2026	2026-2027
Vice President / Project Director	$348.91	$359.38	$370.16	$381.26
Senior Associate	$281.39	$289.83	$298.52	$307.48
Associate	$225.11	$231.86	$238.82	$245.98
Senior Principal Engineer	$191.33	$197.07	$202.98	$209.07
Principal Engineer	$168.83	$173.89	$179.11	$184.48
Engineer	$157.58	$162.31	$167.18	$172.20
Assistant Engineer	$135.06	$139.11	$143.28	$147.58
Technician	$112.55	$115.93	$119.41	$122.99
Effective date for rates	7/1/2023	7/1/2024	7/1/2025	7/1/2026

1. Work performed by subconsultants will be billed at cost plus a 10% mark-up

Hazen

City of Santa Fe, NM
Paseo Real WRF Asset Inventory and Condition Assessment
Scope of Work

1. Project Understanding

The Paseo Real Water Reclamation Facility (PRWRF) is owned and operated by the City of Santa Fe, New Mexico (CITY). The PRWRF has a permitted capacity of 13 million gallons per day (mgd), average day maximum month flow. PRWRF effluent is discharged into the lower Santa Fe River and can also be conveyed to non-potable reuse customers.

The CITY has requested a scope from Hazen and Sawyer (Hazen) for the development of an Asset Management Plan (AMP) for the PRWRF Facility. In parallel, Hazen has been supporting the City in the selection and procurement of a Computerized Maintenance Management System (CMMS) software product. The City has negotiated a contract with OpenGov to purchase and implement OpenGov's Asset Management environment for the following asset groups:

- Water Distribution
- Water Treatment
- Wastewater Treatment
- Wastewater Collection / Sanitary Sewer
- Transportation
- Parks and Recreation
- Stormwater

This scope of work will include asset inventory and attribute data development, field verification of the inventory along with physical condition assessment, development of risk scoring criteria, identifying level of service goals, asset cost analysis, and development of a 10-year capital improvement plan for the PRWRF Facility (wastewater treatment group). This task will lay the foundation for future asset management endeavors by establishing the following:

- Defining an "asset"
- Defining and assigning asset attributes
- Defining asset hierarchy
- Developing an asset inventory
- Performing a physical condition assessment
- Developing the risk scoring criteria (for likelihood of and consequence of failure scores)
- Developing the levels of service (LOS) that will help drive a prioritization of risk-based CIP projects and are focused on helping the CITY meet its LOS
- Creating a prioritized list of CIP projects based upon defensible risk scores and LOS

The database developed during this task (outside of CIP development), will be used to populate the CMMS system. Hazen acknowledges that both efforts are simultaneously occurring and will work to ensure that development and incorporation of data into the CMMS system is as seamless as possible.

The major elements of this task order are summarized below:

- Review of existing data and records
- Data validation and acceptance – establishing the limits and hierarchy of what to include in asset inventory, establishing asset definitions and attribute information
- Asset inventory and condition assessment field work – creating data collection forms and performing onsite inventory and condition assessment
- Establishment of an Asset Register
- Evaluation of expected useful / remaining life of assets and replacement cost data for assets
- Development of level of service goals and key performance indicators
- Development of a maintenance planning strategy
- Establishing an asset risk framework and risk scoring criteria for assets
- Development of an asset insights dashboard

The scope of work is detailed in the following section.

2. Scope of Services

The Scope of Services for this task order includes the following tasks:

Task 1 – Project Management

Hazen will perform the following project management activities associated with this effort:

1. Project Management – Task consists of ensuring performance of the work follows the agreed upon scope, budget, and schedule (estimated 12 months).
2. Submit monthly invoices and associated progress reports
3. Project Kickoff Meeting – The purpose of the meeting will be to:
    - Identify the key project personnel and contact information.
    - Review the project scope of services and project schedule
    - Review and discuss coordination with the CITY staff, treatment plant operations staff, and other supporting key staff.
    - Discuss the requested existing data, information, and materials CITY will provide
4. Conduct regular progress meetings with CITY project manager
5. QA/QC – Hazen will incorporate a robust QA/QC procedure of all data collected, placed in the asset register, and all deliverables provided to CITY.

All data developed for the CITY as part of this project, including mapping, asset attributes, inventories, CIP plans and anything else generated by the project, is the property of the CITY and will be available to the CITY in electronic format. Hazen will keep the CITY informed of the project progress and will notify the CITY of issues that arise which could potentially affect the schedule, scope, or budget. Any work outside this scope of work will only be performed following written approval by the CITY.

Task 1 Deliverables

- Monthly Invoices with Project Status Reports
- Kickoff Meeting Draft Agenda and Meeting Minutes
- Progress meetings minutes

- Any data generated during the project (draft (at the request of the CITY) or final (all final data to be given to the CITY)).

Task 2 – Data Review, Validation, and Acceptance

Prior to beginning this task, Hazen will submit a request for information (RFI) that includes existing asset information from the current CMMS system, process and instrumentation-related information from SCADA, and record drawings. These details are anticipated to be submitted in digital format for ease of analysis and inclusion in the condition assessment form. This task shall consist of the following services:

1. Hazen will evaluate the information provided by the CITY in response to the RFI
2. Hazen will use industry standards and confer with the CITY during a workshop to establish definition of an "asset" to be included in the inventory phase of the project.
3. Hazen will establish asset types and subtypes to develop a final nomenclature to move forward for the asset inventory phase of the project.
4. Hazen will propose to the CITY a standard asset hierarchy and classifications for various asset types, including name and numbering methods, based on industry standards. The CITY will be given an opportunity to comment on the hierarchies and suggest changes to it during a workshop.
5. Hazen will host a workshop with the CITY to gain input from the CITY and to use that to determine what attribute information will be collected on each class and subclass of assets. At a minimum, each asset must have an asset ID, name, location, condition, useful life remaining, type, material, size, and replacement cost. Additional attributes could include: manufacturer, serial number, capacity, flow rate, dimensions, installation date, operating status, as well as many others. Following the meeting Hazen will provide the CITY with a list of attribute information for the CITY's review. The CITY will approve the list before data collection occurs.

Task 2 Deliverables

1. Asset Inventory Draft Determination
    - Definition of an "asset" for each class and subclass of assets
    - Asset hierarchy in a flow diagram
    - List of asset types and subtypes in a spreadsheet

Task 3 – Asset Hierarchy and Asset Register Development

This task focuses on developing a comprehensive asset hierarchy and asset register for the PRWRF.

1. Designate Qualifying Assets – Hazen will conduct a workshop with CITY stakeholders to finalize the list of qualifying assets based on the preliminary list developed in Task 2.
2. Define Asset Hierarchy – Following the designation of qualifying assets, the workshop will continue to establish an appropriate asset hierarchy, ensuring all assets within the PRWRF are included. The asset hierarchy and the asset register will include the following components:
    - Asset Definition: Compile asset definitions using existing PRWRF asset lists and assets identified in Task 2.

- Asset Class: Group assets by type, functions, useful life, and pricing attributes (e.g. size, material, power).
- Data Standards: Establish data attributes required to support asset management needs.

3. Asset Register Development – Hazen will create the asset register using a hierarchical structure with "parent-child" relationships, allowing the CITY to navigate the database easily and extract information at various levels.

Task 3 Deliverables

- Asset Hierarchy
- Preliminary Asset Register with all identified assets, all available asset attribute information, photos of all visible assets, unique asset ID numbers, asset names that are known by staff (Microsoft Excel). This information will be provided to OpenGov as soon as available for use in initiation and validation phases.

Task 4 – Asset Inventory and Condition Assessment

This task includes the desktop and field work required for the asset inventory and condition assessment. Following completion of Task 2, Hazen will create an asset inventory in digital format that includes all asset types and subtypes with relevant attributes, as well as a condition assessment form. This task shall consist of the following services:

1. Hazen will develop a digital survey and condition assessment form to collect and assess asset data in the field.
    - Hazen will develop a physical condition framework for each asset type by discipline (civil/structural, HVAC, mechanical, and electrical/I&C) using the International Infrastructure Management Manual (IIMM) as a guideline to be used to assess condition during field verification. Hazen will share the draft condition assessment process with the CITY and the CITY will have a chance to comment and input on the process. Field personnel familiar with the assets will be invited to the meeting and their input will be considered in this process.
    - Hazen will include all asset attributes in forms that should be collected for each asset type Such as Collector 123, Fulcrum, or a similar platform which the City can utilize in the future independently.
    - Hazen will include the asset type, subtype, and hierarchy as fields to be populated in the digital form.
2. Hazen will create an asset register template that includes all asset types and subtypes with defined attributes. The asset register will also contain physical condition-related attributes.
3. Hazen will pre-populate available information from the obtained data. The information will be verified and updated during the field inspection, along with a physical condition score.
4. Hazen's field team will comprise specialists in civil/structural, HVAC, mechanical, and electrical/I&C.
5. Hazen will perform a visual condition assessment of each asset. The goal of the condition assessment is to identify the current state of assets with a condition score allowing estimation of the assets' remaining useful lives.

6. Hazen will design the Santa Fe WRF Asset Insight Dashboard user interface along with a data model and share with the CITY project manager before proceeding. Upon user interface approval, Hazen will develop the following four visual reports:

    - Home – Page navigation and a visual overview of the WRF assets.
    - Summary – Overview of asset count, condition, location, risk, useful life, and renewal needs.
    - Asset Details – Detailed view of asset attributes, inspection photos, and deterioration curve.
    - Asset Condition – View asset condition statistics by condition score and installation decade.

    All Dashboard pages will provide the user with the ability to filter visuals by process area, equipment type, discipline, condition score, and risk matrix bin.

    The Asset Insight Dashboard will be designed so that it may link with other facilities that are part of the CITY's operations.

Task 4 Deliverables

- Draft register for review by the CITY. Comments should be addressed by Hazen (it is understood that if a comment is not possible to address (i.e., can't make the change) Hazen will provide an explanation of why not.
- Final Asset Register with Attributes and Condition Assessments as specified in the list of attributes and containing any required changes based on the review of the draft – Spreadsheet. This information will be provided to OpenGov as soon as available for use in the configuration phase.
- PRWRF Asset Insight Digital Dashboard Pictures of each asset that is visible. The asset pictures will have the entire asset in the first picture with all subsequent pictures showing close ups of particular issues or concerns (e.g., the name plate, cracks, missing bolts, rust or other corrosion.) In any case with a visible name plate a picture of the name plate will be taken. The photos will be attached to the asset in the spreadsheet with the full asset photo as the first picture in the set of photos.

Task 5 – Expected/Remaining Useful Life Determination

This task aims to determine the expected useful life (EUL) and remaining useful life (RUL) of asset classes.

1. Expected Useful Life (EUL) – Using manufacturer design life, industry publications such as Engineering News Record (ENR), and data from similar Hazen projects, Hazen will establish a baseline EUL for each asset class.

2. Remaining Useful Life (RUL) – Based on collected attribute data, CITY maintenance records, and condition assessment scores, Hazen will estimate the RUL for each asset by adjusting up or down from the general attribute life. For example, if a pipe is to last 100 years but it is known to have multiple breaks and has shown signs of deterioration, the pipe's life should be shortened. If a pipe is known to be in good shape, exhibited no issues, etc., its life will be extended. For assets lacking visual condition assessments and any other information on

maintenance, repairs, or operator knowledge, the RUL will be calculated by dividing expected design life by asset age with straight line deterioration.

Task 5 Deliverables

- Estimated EUL for each asset class
- Estimated RUL for each asset
- Updated asset register with EUL and RUL for each asset

Task 6 – Replacement Valuation

This task involves estimating the current replacement cost for each asset.

1. Cost Data Collection and Review – Consolidate and review historical replacement cost data, local knowledge, RS Means databases, and costs from similar Hazen projects. Hazen will estimate current replacement costs in 2024 dollars using unit cost methods.
2. Workshop – Hazen will conduct a 3-hour Asset Valuation Review and Lifecycle Costing Workshop with CITY to review and validate replacement costs, develop cost factors for full implementation estimates, and determine maintenance strategies for run-to-fail assets and those with rehabilitation plans.

Task 6 Deliverables

- Updated asset register with bare and full cost estimates
- Total estimated valuation of the entire facility
- Workshop agenda, minutes, and presentation materials

Task 7 – Validate Levels of Service (LOS) and Develop Key Performance Indicators (KPIs)

This task will define and validate the Levels of Service (LOS) and Key Performance Indicators (KPIs).

1. Preliminary LOS and KPI Development – Hazen will seek input from CITY regarding potential LOS goals and KPIs prior to the workshop.

2. Using the list of potential LOS goals and other available information on LOS more generally, Hazen will develop a preliminary list of LOS and KPIs for CITY to review before a workshop.

3. Hazen will conduct a 3-hour workshop with key stakeholders to identify and validate LOS and KPIs for the facility. The discussion must include the following: what information would be required to measure the goals and determine whether KPIs are met, how difficult it would be to get this information (including whether this data currently exists), where the data would be held, how the KPIs would be calculated and stored, and who would have access to the data. Additionally, discussions of which goals/KPIs should be more publicly shared should be held.

Task 7 Deliverables

- LOS and KPI Summary Table
- Data required to meet the goals summary and where data is stored

Task 8 – Maintenance Planning

This task develops a maintenance planning strategy. Hazen will utilize a proven approach for utilizing asset criticality to determine the type of maintenance activities to be performed for the top ten qualifying asset classes. The level of effort required for maintenance activities will support estimated FTE staffing requirements.

1. Maintenance Approach Development – Utilize manufacturer-specific O&M manuals and industry-leading practices for failure monitoring and mitigation. Techniques include Failure Mode and Effects Analysis (FMEA), Preventive Maintenance Optimization (PMO), and Reliability Centered Maintenance (RCM).
2. Categorization of Maintenance Activities
    - Low Criticality: Operations Only or Run-To-Failure (RTF) Strategy—basic visual inspections or repair/replacement upon failure.
    - Medium Criticality: Operations + Condition/Performance—includes some condition/performance activities based on physical characteristics and financial feasibility.
    - High Criticality: Operations + Condition + Performance—comprehensive maintenance activities based on typical failure modes, from basic inspections to advanced predictive maintenance.

Task 8 Deliverables

- Maintenance strategy documentation for each asset class

Task 9 – Additional Services

The following tasks may be authorized by the CITY to develop a full Asset Management Program (AMP). The additional services described below provide high-level goals for each task as more information becomes available. At that time, the task item and deliverable will further be further delineated and detailed and authorized fee negotiated:

1. Gap Analysis – Prior to the development of the AMP, Hazen will provide a gap analysis at the facility to verify changes (asset removal or addition during the Emergency AO Projects) and update the data inventory. This scope item assumes up to 200 assets to be input into the data inventory.

2. Risk Framework Development - Define a performance condition assessment and consequence of failure assessment framework. This will include defining criteria, scoring definitions and scales, weighting, and scoring methodology specific to CITY'S PRWRF assets. Hazen will coordinate and solicit feedback from the Southwest Environmental Finance Center on project details.

3. Asset Risk Assessment (LoF and CoF) - implementation of a comprehensive asset risk assessment approach, including:
    a) Performance Condition Assessment
    b) Consequence of Failure Assessment
    c) Risk Scoring

4. Renewal and Replacement CIP Forecasting – Based on replacement valuations determined in task Hazen will provide a specific set of recommendations for the PRWRF that focus on:
    a. Known upcoming / in-process projects
    b. Program recommendations
    c. CIP project recommendations

    The CIP Projects will be identified by a priority based upon BRE and typically divided into high (1-2 years), medium (3-5 years) and low (6-10 years) priority. Hazen will delineate between rehabilitation and replacement projects and costs and provide costing for each recommendation by year. In addition, Hazen will utilize the information to develop asset inspection and maintenance scheduling guidelines for qualifying assets.

5. Staff Training – Hazen will develop and facilitate staff training of the AMP to support ownership and longevity of the program. Staff training is assumed to be conducted over a one-day period.

6. Unidentified Additional Services - In the development of this scope, Hazen and the CITY acknowledge there are uncertainties and unidentified tasks associated with the development of a full AMP. This task provides resources required to address these unidentified items. A budget allowance of $100,000 is included in this scope and budget for unidentified additional services.

3. Assumptions

Certain assumptions have been made in preparing the Scope of Services. To the extent possible, these assumptions are stated herein and are reflected in the estimated fee for services. If the requirements of the Project are different from the assumptions presented herein, or if the CITY desires additional services, the resultant scope changes will serve as the basis for amending this Contract or initiating the development of a new Contract as mutually agreed by CITY and Hazen. Project assumptions include:

- Based on similar projects, Hazen expects the asset count to be less than 1,500 assets inventoried. This scope of work assumes that the asset inventory will not exceed 1,500 assets. An inventory in excess of 1,500 assets will be considered additional work. The Hazen will keep the CITY informed of the progress of the inventory and if projected inventory exceeds the assumed quantity of assets.
- Kickoff meeting will be held virtually on MS Teams.
- No confined space entry is included during the asset inventory or condition assessment.
- There will be approximately 1-2 weeks of onsite asset inventory field work (estimated at 3-4 days per week)
- The CITY will open any electrical cabinets, operate equipment or valves, turn on/off equipment, etc., as needed to capture asset information.
- Operators will be available for the duration of Hazen's fieldwork and Hazen will seek to involve the Operators in the process of obtaining information to support knowledge transfer. Operators who are knowledgeable about the assets will be available to Hazen staff during field work.
- The efforts described herein would support and be compatible with a future ISO14001 certification.

4. Schedule

The proposed schedule for completing Tasks 1 through 8 is 12 months following notice to proceed. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed. The schedule for additional services outlined in Task 9 would be determined when the scope of additional services requested by the CITY is negotiated.

5. Compensation

We are requesting an initial authorization of $623,038 to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Tasks 1 – 9. All work will be performed on a time and materials basis. Expenses may include reimbursable mileage, airfare, lodging, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

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Attachment 1

Proposed budgets for Asset Inventory and Condition Assessment Services

		Total	Fee		
Task	Description	Hours	Labor	Expense	Total
1	Project Management	174	$48,901	$500	$49,401
2	Data Review, Validation, and Acceptance	128	$41,391	$4,200	$45,591
3	Asset Inventory and Asset Register Development	132	$28,785	$3,700	$32,485
4	Asset Inventory and Condition Assessment	740	$142,026	$18,500	$160,526
5	Expected / Remaining Useful Life Determination	70	$13,864	$0	$13,864
6	Replacement Valuation	86	$17,931	$3,700	$21,631
7	Validate LOS and Develop KPIs	76	$15,262	$0	$15,262
8	Maintenance Planning	136	$26,981	$0	$26,981
9	Additional Services	494	$207,333	$5,550	$212,883
	NMGRT (8.1875% of Labor)			$44,415	$44,415
	TOTAL	**2,100**	**$542,473**	**$55,565**	**$623,038**

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The city of Santa Fe (the City) seeks to develop data visualization and process optimization tools that provide end-users with access to a common authoritative source for critical plant operations and performance data. This suite of tools is expected to provide plant process and operations staff with the ability to visualize plant performance data in near-real-time (NRT) and gain actionable insights to improve or optimize process performance. The suite will consist of a plantwide data visualization tool as well as a holistic process optimization web application that utilizes both mechanistic as well as data-driven modules to provide maximum value. Hazen will execute the project by developing core data system building blocks and visualization tools that enhance situational awareness and provide near-term functional value, while in parallel developing advanced process insight tools that leverage this data foundation.

The City has expressed a desire to develop a tool (or tools) that allows process engineers and plant operators at the Paseo Real Water Reclamation Facility (PRWRF) to visualize process data, assess plant performance as well as gain usable and actionable process optimization insights in close to real-time. City staff also noted that the ability to assess the impacts of operational changes (i.e., what-if or scenario analyses) on performance and ability to meet compliance requirements would be critical.

Under this Task Order, Hazen will provide technical support services to advance the City's data visualization and process optimization initiatives. This task order is broken into six major tasks: dataflow development and tag addition, data exploration and cleaning, development of a data visualization tool, real-time process optimization, development of a mechanistic process digital twin, and addition of data-driven optimization features into the process twin (i.e., development of a hybrid model that includes mechanistic as well as data-driven components).

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Task 1. Data Foundation

The primary goal of this task is to ensure that critical analytical and operational data from the PRWRF is securely available in a central SQL data warehouse. Major activities include collaborating with City IT staff to develop secure SCADA and OP10 data export processes, building the data warehouse and necessary data pipelines, identifying and acquiring raw time series data, and creating new calculated time series for process optimization. Work under this task establishes the data foundation and computational environment for subsequent tasks.

Task 1.1: System Connectivity and Data Engineering

The goal of this task is to establish data connectivity, data pipelines, SQL data warehouse, and ancillary data engineering components necessary to provide a foundation for both project analytics and for routine operational use of project-developed tools by the City. While the data warehouse developed under this task will focus on a subset of critical data necessary to optimize plant performance, the overall data framework will be designed for future scalability, such that it may serve as a testbed and starting point for future plant-wide visualization and reporting if desired by the City.

Under this task Hazen will work closely with City IT staff and data stewards to develop secure and repeatable data acquisition processes and to comply with cybersecurity and data governance standards provided by the City upon project initiation. Key activities include:

- Collaborate with plant technical staff to draft a high-level requirements document and proposed data architecture diagram to support discussions with City IT staff. The document will focus on defining core requirements such as user roles and objectives, data sources, data granularity and refresh frequency, data retention and storage, and data accessibility and security.
- Hold up to 5 virtual coordination meetings with City IT staff and data owners.
- Provision a secure workspace within Hazen's Microsoft Azure or Fabric tenant that is dedicated to City of Santa Fe data and applications. This effort will consider opportunities to integrate or leverage existing data handling and reporting processes that are currently operational in Hazen's Azure and Power BI tenants, including a single user endpoint through the Santa Fe BI Application developed by Hazen, automated integration between live and historical data using stored procedures, and one-way data exports to securely obtain data from Santa Fe's operational systems.
- Design and build a semantic model and data warehouse to integrate metadata, raw data, calculated data, and cleaned data. The semantic model will be extensible to integrate model output data and recurring predictive data developed under subsequent tasks. As above, this effort will maximize opportunities to integrate or reuse existing model structures, with the overall goal of delivering a high-performing and low maintenance system.
- Develop a scalable process for managing time series metadata from multiple data sources (with a focus on SCADA and OP10). This includes specifying location and parameter attributes, friendly names, higher-level location and parameter categories, and reference values (e.g. regulatory limits,

operational targets, thresholds). This process will be based on an Excel file, a Microsoft List, or similar compatible technology.

- Support City staff in the development of recurring automated processes for securely exporting data and metadata from the SCADA Historian and the OP10 database to the data warehouse.
- Support City staff in the creation of gateways if needed.
- Ensure compliance with cybersecurity, data governance, and application development standards provided by the City.

Task 1.2: Acquire Raw Time Series Data

The goal of this task is to identify and acquire raw time series data from lab analyses and plant instrumentation that is most valuable for optimizing plant performance. This task involves reviewing metadata from OP10 and SCADA systems, identifying tags, developing queries, configuring data pipelines for recurring data movement, and conducting a one-time export of historical data. The data products created in this task form the data foundation of subsequent modeling and analytical activities.

- Review OP10 and SCADA historian metadata for the purpose of identifying tags or parameters that are most valuable for optimizing plant performance. Metadata shall be provided by the City, or alternately the City shall provide credentials sufficient to access metadata tables.
- Based on metadata review, collaborate with plant technical staff to select up to 20 critical influent and effluent concentrations and secondary process operational data from the OP10 system.
- Based on metadata review, collaborate with plant technical staff to select up to 200 tags critical for process assessment and control from the SCADA historian.
- Populate consistent metadata attributes for the selected raw time series data, including location and parameter attributes, user friendly names, reference values, and other attributes that may be useful in the display layer.
- Develop and deploy a system for managing and storing metadata attributes using Excel, Microsoft List, or similar no-code/low-code technology compatible with the data warehousing environment.
- Develop a script to query the OP10 database and return the desired parameters.
- Develop a script to query the SCADA historian and return the desired tags, aggregated to an hourly timestep. Temporal aggregation method will be tailored to the specific tag (e.g., for some tags an hourly average may be appropriate, while for others an hourly maximum may be appropriate).
- Conduct a one-time manual export of up to 5 years of historical data from SCADA Historian and OP10 database and load the data into the data warehouse. This work is limited to extraction of data from database or historian tables and does not include extraction of data from files.
- Configure, test, and deploy data pipelines and scheduling/orchestration features to establish recurring acquisition of data exported from SCADA and OP10 systems.

Task 1.3: Calculate New Time Series Data

The goal of this task is to develop new calculated time series that are critical for process control, compliance, and optimization. These will include loading rates to processes such as the primary and secondary clarifiers, and secondary process key performance indicators (KPIs) such as total and aerobic solids retention times (SRT and aSRT), RAS rates, WAS rates, chemical usage normalized to forward flow, chemical usage per unit mass of nutrient removal achieved, air usage per unit of BOD/nutrient removal, and energy use per unit flow treated. These calculated time series will be developed for both historical data and for new incoming data as part of the operational system. Key activities include:

- Collaborate with plant technical staff to identify and define up to 50 new calculated time series.
- Develop equations and write scripts to generate new time series data. Scripts will be generated in SQL, Python, or other language consistent with the data warehousing environment.
- Validate script output by comparing summary statistics to expected upper and lower bounds for each parameter.
- Execute the scripts for historical data and store the data in the data warehouse.
- Configure, test, and deploy the scripts to automatically calculate and store new time series data on a recurring basis.
- Populate metadata for new calculated time series, including location and parameter attributes, user friendly names, and reference values.

Task 1 Deliverables:

- Scripts for querying City SCADA Historian and OP10 database
- Cloud-based SQL data warehouse containing up to 5 years of selected historical SCADA and OP10 data
- Scripts and/or data system configurations for recurring acquisition of data exported from SCADA and OP10 systems.
- Scripts for recurring calculation of new calculated time series.
- Metadata table for raw and calculated time series

Task 2. Data Exploration and Cleaning

The goal of this task is to develop data cleaning protocols to ensure that subsequent analytical, modeling, and visualization tools are driven by clean, quality-assured data. The focus will be on a subset of time series critical to model accuracy and performance, including influent flows and concentrations, airflows, sensor data (DO, ammonia), effluent quality, and solids production (primary and WAS sludge per unit flow treated). Data cleaning will be performed for up to 100 time series critical to performance of the models developed under Tasks 5 and 6.

Task 2.1. Initial Data Quality Review

Hazen will review available historical data from the data warehouse (e.g., up to 5 years of hourly data) with the goal of identifying data quality issues. This will involve creating a time series plot in Python for each of the 100 variables of interest. A process engineer (subject matter expert) will review each plot and identify obvious outliers, (e.g., an influent orthophosphate measurement of 100 mg/L when all the other values are below 10 mg/L). Those outliers will be manually removed from the dataset that will later be used for model development. Then, a data scientist will replot the cleaned data. Up to two additional iterations will be performed.

Following the first round of review by the subject matter expert, a more in-depth look at data quality issues will begin. For example, data stagnation may be seen in some measurements like sensors if a basin is taken offline. A measurement that appears to stagnate will be compared to other measurements to verify if this is the product of a basin being offline (e.g., DO readings are zero and airflow stagnates in the same basin, and flow through the other oxidation ditch doubles). This process of data review will identify the issues most frequently encountered in the dataset, including missing data, data out of range, stagnant data, or abrupt changes in the data. The issues identified and catalogued will inform the data cleanup methods employed in Task 2.2.

Task 2.2. Implement Data Cleaning Protocols

Based on the most frequently issues identified in the dataset, Hazen will develop data cleaning protocols for up to 100 time series. Cleaning protocols will be implemented using the Python Pecos algorithm, which identifies a normal range of operating values for each parameter and hence detects outliers; stagnation, missing data, and abrupt changes in values. For the 100 variables in data cleaning, up to a total of 200 custom rules may be implemented for targeted data cleaning. For instance, a stagnant airflow reading would trigger a check to see if the concerned oxidation ditch is out of service so that the airflow for that basin (or zone) can be recorded as zero. Missing hourly data will be replaced with the average value for the week for that same time of day and/or the same instrument reading in a parallel location.

Data cleaning will be executed using Python or similar scripts within the dedicated cloud workspace, and cleaned data will be integrated into the data warehouse. The raw and cleaned data will be maintained as distinct datasets to allow the analyst to visualize and compare raw and cleaned time series in the Power BI dashboard (Task 3).

The cleaned data will be displayed in Power BI and a numerical value assigned to each daily/hourly datapoint of the 100 time series selected. The coded values shall be as follows:

- 0 = good data, no issues found
- 1 = abrupt change
- 3 = data outside of high/low boundary
- 4 = abrupt change + data outside of high/low boundary

- 5 = stagnation
- 7 = missing data
- 8 = stagnation + data outside of high/low boundary

There will be three pages in Power BI dedicated to data cleaning visualization. The first page will display daily data and its coded value for each time series. The second page will do the same for hourly time series. The third page will plot each time series and its low and high boundaries. The duration of the timescale can be varied to have as much or little granularity as desired.

The data cleaning process will be established for near real-time cleaning through Power BI and Python scripting. The data cleaning scripts will be employed for three months on a trial basis. During this time, staff should review the results and provide comments at the conclusion of the trial. At the end of the trial period, the scripts will be finalized. It is anticipated that up to 20 rule modifications will be implemented based on feedback from City staff.

Task 2 Deliverables:

- Cleaned historical data for up to 100 time series, stored in the data warehouse as distinct time series and available for visualization in the Power BI dashboard.
- Data cleaning and filling scripts that will be implemented in near-real time on a daily/hourly basis, as specified for each of the 100 time series.

Task 3. Data Visualization Tool

The goal of this task is to develop a comprehensive visualization and reporting tool for near real-time assessment of PRWRF performance and process health. The tool will allow City staff to visualize observed data (Tasks 1 and 2), and mechanistic model-predicted data from Task 5 when used with Process Advisor results (Task 6). The overall objective is to enhance situational awareness and integrate data-driven process analytics with operator experience. Note that the Task 5 deliverable is a stand-alone web application that represents the physical layout of the PRWRF, which is separate from the Power BI tool discussed to this point.

The tool will be deployed in Hazen's tenant within Microsoft's Power BI web service and updated at an approximately hourly cadence. The refresh schedule may be further fine-tuned to optimize delivery and usage within the constraints of the Power BI web service. City team members will access the tool via desktop, tablet, or mobile devices.

Task 3.1. Develop Power BI Architecture

The goal of this task is to design, build, and deploy the core Power BI architecture necessary to deliver interactive Power BI dashboards to the end user. A robust backend and semantic model are essential for functionality and scalability as data and components are added to the system. Key activities include:

- Configure a Power BI semantic model and dataflows to integrate data and metadata from the data warehouse. Design shall consider import, direct query, composite, or other options as appropriate based on data volumes and analytical needs.
- Enrich core data and metadata tables with a master calendar table plus ancillary helper tables as needed.
- Set up a Power BI workspace for access by City and Hazen team members, and publish the Power BI report to the workspace
- Establish data refresh schedules to update dashboards with SCADA and OP10 data and calculated time series data regularly. Coordinate with end users to determine an appropriate refresh interval.

Task 3.2. Develop Observed Data Pages

The goal of this task is to create interactive dashboard pages that allow modelers, process engineers, and operations staff to easily review and analyze PRWRF operations and process performance data. The pages will be designed to meet multiple different end-user needs, including data inventory, data quality review, near-real-time process status, historical trending, and detailed process performance comparing against targets and historical benchmarks.

Observed data pages developed under this task will include at a minimum:

- Data Inventory: View all tags in the dataset and summary statistics for each tag (e.g., number of data points, min, max, avg, date range)
- Data Gaps: Highlight missing data. Note extended missing data periods will not be filled in using the Pecos algorithm described earlier. That is for short-duration events spanning a few hours or 1 - 2 days depending on the granularity of the data received.
- Single-Tag Data Navigator: Visualize time series data for any single tag. Assess daily, weekly, monthly, yearly, and seasonal trends, view percentile plots, compare year-on-year and month-on-month averages. Compare historical and current values against targets, benchmarks, limits, or other reference values.
- Single-Tag Data QC: Visualize raw versus cleaned time series data for any single tag.
- Multi-Tag Data Navigator: Plot and visualize multiple tags together, with percentile distributions and tabulated summaries of averages, minimums, maximums, and key percentiles. Plotting pages will leverage the capabilities of native Power BI visualizations; custom-coded visualizations are not included in this task.
- Correlation Analysis: Perform simple correlation analysis on selected tags, displaying results as a heatmap or scatter plot.

In addition, up to 5 custom pages will be developed to serve specific purposes and highlight selected metrics of interest to plant process and operational staff. These pages will be tailored to display plant-wide or process-specific metrics that are frequently reviewed or required by operations staff to make

decisions. The custom pages will provide a clear and concise overview of specific processes or topic areas, making it easier for staff to monitor and analyze important key aspects of their operation. As an example, custom pages might include:

- Interactive process flow diagram (PFD): An interactive PFD can be developed which displays the latest values of critical metrics adjacent to the relevant unit process or process areas. Additionally, tooltips can be provided, which allow users to hover over displayed metrics to get additional statistics for that tag.
- Nutrient Removal Performance: Dedicated pages for the removal efficiency of specific nutrients or species, including metrics like effluent concentrations, nutrient removal per pound of chemical used, and efficiency of bio-P or denitrification.
- Secondary Process Configuration: Highlights the set-up of the secondary process and the resultant effluent quality, displaying metrics like current MLSS, wasting rates, number of oxidation ditches in service, SRT, DO concentrations and oxidation ditch or secondary effluent ammonia.
- Energy Consumption: Focuses on energy use in the treatment process comparing the latest overall energy use to historical consumption. Metrics like energy use normalized to forward flow or blower energy use per pound of oxygen required are highlighted.
- Historical data sorter: Allows sorting of operational data by influent load, flow, and temperature, enabling staff to identify operationally similar days and conduct data-driven what-if analyses. This page can be updated to include the scoring algorithm (Task 6) to help operations staff identify high-performing decisions.

These pages will be developed through an interactive process that includes:

- Needs Assessment: Hazen meets with City staff to identify overall concepts, key questions, and specific requirements. This involves a 2-hour virtual workshop and up to 10 hours of individual interviews.
- Draft Development: Based on City feedback Hazen will develop up to 5 custom pages plus associated metrics.
- User Testing: Deploy draft pages for 1-2 weeks, allowing City staff to use and provide feedback.
- Feedback Collection: City staff provide prioritized feedback in a 1-hour comments virtual meeting or a document synthesizing feedback from multiple users.
- Revisions: Hazen addresses feasible comments within identified task budget limits and tracks remaining items.
- Final Deployment: Hazen deploys the final versions of the custom pages after City staff verify that comments were satisfactorily addressed.

Task 3.3. Develop Model Input/Output Pages

The goal of this task is to develop interactive dashboard pages for reviewing input and output data for the various models that comprise the overall Process Advisor Tool, including the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool. These pages will be geared for use by system

administrators, modelers, and analysts, and are focused on model data QC, model verification, model performance evaluation, and ad hoc plotting/tabulation.

The measures and semantic model updates developed under this task will establish the foundation for additional dashboard pages in Task 3.4, which will be geared for use by plant engineers and staff focusing on process performance and operator guidance.

Key activities include:

- Configure the Power BI semantic model and dataflows to integrate input and output data from the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool.
- Configure the semantic model to store and handle multiple different model realizations, such that users can examine model predictions over time (e.g., visualize output from today's model simulations as well as those executed last month).
- Configure the semantic model and associated metadata tables to allow easy comparison between observed and model-predicted values (e.g. compare observed vs predicted influent TN load, or observed vs predicted values).
- Create measures and dashboard pages for interactively displaying model inputs and outputs. These pages will be geared toward model data QC, model verification, model performance examination, and ad hoc plotting/tabulation.

Task 3.4. Develop Operational Guidance Pages

The goal of this task is to develop interactive dashboard pages for reviewing operational guidance provided by the various models that comprise the overall Process Advisor Tool, including the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool. These pages will be geared for use by plant operations staff and will feature integration of observations, predictions, and recommendations.

Up to 3 custom Operational Guidance Pages will be developed under this task. As an example, custom pages might include:

- Influent Load Predictions: Visualize predicted influent flow and load parameters for the next 24 hours. This page will help operators anticipate and prepare for varying influent conditions, incorporating model predictions and historical trends.
- Process Performance Indicators: Display key performance indicators (KPIs) such as SRT, MLSS, DO concentrations, and effluent quality metrics. This page will integrate model predictions and real-time data to provide a comprehensive overview of process performance.
- Optimization Recommendations: Present recommended operational setpoints for parameters like airflow, DO/aeration setpoints, wasting rates, and internal recycle rates. This page will integrate outputs from the Optimization Tool to guide operators in achieving optimal process performance.

Development of the pages will be similar to the custom page development process described above.

Task 3 Deliverables:

- A Power BI application containing one or more reports with multiple pages for interactive visualization of observed and model-predicted operational and process control data.
- Documentation, comprising a high-level PowerPoint presentation summarizing Power BI dataflows; an Excel-based data dictionary; and explanatory technical notes embedded within the Power BI application as comments, tooltips or metadata.
- Up to 8 hours of in-person and/or virtual training in usage of the Power BI tool.
- 40 hours of post-acceptance follow-on support for up to one year beyond delivery of the tools.

Task 4. Evaluate Real-Time Process Control Strategies

The ability to incorporate existing and/or new online analyzers into control strategies will be evaluated since this can provide immediate operational benefit. Up to three control strategies will be evaluated including but not limited to:

- Ammonia-based aeration control to optimize nitrification and denitrification simultaneously
- Automated aerobic SRT control to maintain nitrification as a load and temperature changes
- Nitrate-paced internal recycle to optimize energy and denitrification capacity
- Orthophosphate-paced metal salt addition to optimize cost, energy, and nutrient removal
- Live state point analysis tool to assess secondary clarifier capacity

In addition, the value of primary effluent COD and ammonia measurements will be evaluated as optional input to the holistic optimization modules described later.

The result of this task will be a presentation and a ten-page memorandum outlining the operational control strategy, capital cost estimates associated with implementation (equipment purchase, installation, and integration services), and a qualitative description of the programming logic. Examples of these programs used successfully at other WRFs will be presented as well. The memorandum is not a functional control description suitable for programming by an integrator, nor does it include any process modeling required for site-specific automated aerobic SRT control. That level of detail could be provided in future contracts.

Since no prior design work has been implemented at the PRWRF by Hazen, cost estimates will be order of magnitude and assume that power sources and wire and conduit pathways are available at the desired locations. This task does not include a detailed electrical evaluation.

Task 4 Deliverables:

- Virtual presentation and a ten-page memorandum outlining the operational control strategy, capital cost estimates associated with implementation (equipment purchase, installation, and integration services), and a qualitative description of the programming logic.

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Task 5. Develop Mechanistic Process Digital Twin (Process Model)

Mechanistic wastewater process models developed using commercial simulators (such as BioWin, GPS-X, or SUMO) are often employed for wastewater treatment facility design or process optimization planning. These models are complex and require detailed user training, limiting the number of staff who can run or modify simulations. Process advisory digital twins help overcome this operational barrier by expanding the number of staff who can leverage the model. The goal of this task is to create a mechanistic process digital twin to enhance the operational capabilities and process understanding of PRWRF staff.

The process digital twin and optimization toolkit (including the data-driven additions from Task 6) will be hosted by Hazen as a web application. The City will be responsible for hosting fees required to ensure full-time availability of the tool for City staff. Hazen will provide an estimate of these routine pass-through cloud service hosting fees to ensure transparency and accurate budgeting for the City.

Task 5.1. Develop Mechanistic Process Model

The mechanistic process model for the facility will be initially developed in BioWin under and existing scope task. Process model development will be based on historical operational data plus plantwide process sampling data collected from June 18 – 26, 2024.

The process model will be calibrated using a selection of plant data (to be determined by subject matter experts based on observed plant operational metrics and mass balances over different time periods) and validated against data from a different time period. Further context on process model development can be found in the scope outlining PRWRF Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745, provided by Hazen to the City on March 18, 2024.

Under this scope, an uncalibrated SUMO model of the PRWRF will be developed. SUMO is proposed to leverage their advanced and well-documented digital twin API packages for live data integration and equipment control. An uncalibrated SUMO model will be deployed initially and later replaced with a calibrated model when the calibrated BioWin model is complete. A comparison of the BioWin calibrated model and SUMO calibrated model results will be developed to verify the models are equivalent.

Task 5.2. Build Web Interface for Mechanistic Process Twin

A web application wrapping the SUMO mechanistic process model will be developed and deployed for PRWRF staff. Users will be able to change influent characteristics and operational parameters (e.g., basins or units in service, DO concentrations, RAS and WAS rates) to visualize process impacts. This version of the process model will not have any connection with the live data and is intended as a training tool to facilitate PRWRF staff understanding of treatment concepts, and view the impacts of operating the process in different ways on performance and effluent quality.

In addition to specifying influent characteristics and operational parameters, users will select the number of primary and secondary clarifiers in service and specify SVI. Historical primary clarifier performance

(percent TSS removal as a function of units in service and hydraulic loading rate) will be analyzed to develop a linear relationship between either units in service, and/or hydraulic loading rate and percent TSS removal. This relationship will then be hard coded into the web application. Secondary clarifier performance will be coded using known relationships between SVI, which the user will specify, and Vo and K, the downward settling velocity and compaction coefficient, respectively, commonly used to model sludge settling mechanistically.

As a web-based application, the mechanistic process digital twin will be able to be accessed by up to three staff via a web browser (e.g. Microsoft Edge) from desktop computers running Windows 10 or later. Facility operators will be able to utilize the tool to develop and test their ideas for optimization and/or learn from mistakes with no effect on actual plant operations.

Building the web application involves creating an interactive homepage, that is an aerial image of the plant, with a customized set of key inputs and outputs, such as process MLSS, wasting rates and effluent nutrient concentration levels, which will help the user visualize the facility's performance, relative to the permit limits. There will also be a second screen to focus on the secondary process configuration, so users can better evaluate the treatment process to ensure regulatory compliance. The second screen includes a graph that shows DO, ammonia, nitrate, nitrite, and orthophosphate concentrations along the length of the oxidation ditches.

The web application will be introduced to PRWRF staff through a 2-hour virtual training meeting, which will be recorded for future use. Introductory training materials will be presented in PowerPoint, and then the web application will be demonstrated.

Task 5.3. Add Gamified User Interface for Operator Training

Hazen will add "gamified" features to the web application that will allow operators to create their own profile and avatar, and keep track of their high score simulation. Up to ten unique profiles will be supported. As operators interact with the tool from Task 5.2, they will be able to change treatment process variables and see the impact on process settings (such as the impacts of changing MLSS and wasting rates on the SRT), process performance (such as effluent quality and nutrient profiles), process efficiency (such as chemical use and energy use per unit flow treated) and solids generation (i.e., primary solids and WAS generated per unit flow treated). The game score will be determined by the scoring algorithm developed in Task 6.

The gamified user interface is expected to increase operator engagement with the process model and allow them to easily interact and extract valuable insights from mechanistic process models, which are typically not intuitive or user-friendly and have a steep learning curve. There will be some limitations to this as SVI is specified by the modeler and not predicted based on mechanistic equations in SUMO. Therefore, that portion of the score would have to be determined by the user-entered value.

Task 5.4 Replace Uncalibrated Model With Calibrated Model

When the BioWin model has been calibrated, the SUMO model will also be adjusted to match the performance of the BioWin model. The results of this conversion and verification will be presented to

City staff in a virtual meeting. Then, the uncalibrated SUMO model in the mechanistic digital twin will be replaced by the calibrated version, resulting in more accurate and representative predictions.

Task 5.5 Review Process Model

Approximately two months after deployment of the calibrated model, a virtual meeting with key stakeholders will be held to obtain operator feedback. Approximately 40 hours of additional development time will be included for operational enhancements to make the tool more useful.

Task 5 Deliverables:

- Uncalibrated SUMO model.
- Mechanistic process digital twin tool hosted by Hazen as a web-application. The web app will be geared for what-if process simulation and operator training with gamified features to promote engagement.
- Calibrated SUMO model.
- A presentation of the SUMO model calibration compared to the BioWin calibration.
- A two-hour recorded training course on using the process model.
- A follow-up virtual meeting 2 months after delivery to discuss user engagement and opportunities for improvement. 40 development hours are included in this scope.

Task 6. Process Advisor Tool

The goal of this task will be to build a Process Advisor Tool. The Process Advisor Tool includes an Influent Flow and Load Prediction Model, the mechanistic Process Model from Task 5, an equipment Setpoint Model, developed in this task, and development of an optimization algorithm and Optimization Tool to balance competing objectives in secondary treatment. This tool will take the mechanistic model from an offline training tool to a near real-time process advisory tool to guide operation of the secondary treatment system. The output of the tool will be hourly recommendations for airflow, DO/aeration setpoints, wasting rates, internal recycle rates and return activated sludge flow rates, and predicted energy and chemical consumption, SVI, and effluent quality. The following tasks are envisioned to develop the Process Advisor that leverages both mechanistic and data-driven components.

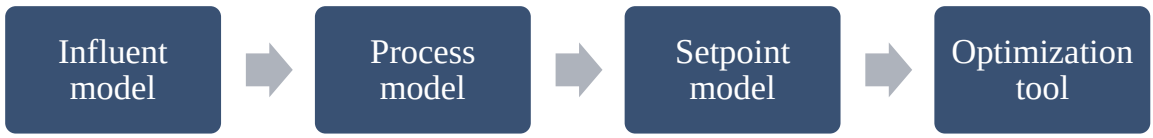
The first step in real-time system optimization is knowing what flow and loads are entering the PRWRF. While the process model in Task 5 is invaluable as a training tool, it is not linked to live data and does not know the influent conditions entering the PRWRF. Those conditions will be predicted using a data-driven model.

A data-driven Operational Setpoint Model is recommended to address three issues that mechanistic models alone cannot solve. First, mechanistic models don’t always represent real-world conditions accurately. They are simplifications of a more complex environmental system. Second, mechanistic

models often cannot directly incorporate live sensor data, which is also one of the most valuable indicators of real-world conditions. For example, the PRWRF has ammonia sensors near the end of the aerobic zone in the oxidation ditches. However, neither SUMO nor BioWin allows the user to specify the ammonia concentration at a given location in the process, this can only be specified on the influent. Therefore, it is not possible to use the sensor data in the process model directly. Third, mechanistic models to predict sludge settling properties from easily and routinely measured wastewater variables do not exist. Given that SVI is critically linked to secondary treatment capacity, some site-specific understanding of factors contributing to good/poor settling should be incorporated into operational decision making and optimization.

To address these limitations and gaps, a more robust representation of the system using a hybrid model that incorporates the mechanistic (SUMO) model and data-driven models of unknowns is recommended. Here, unknowns are things we would like to be able to predict like effluent ammonia, nitrate, orthophosphate, chemical feed quantities, energy use, SVI, and suggested internal flow rates like WAS, RAS, and nitrified recycle.

Before describing the tasks involved in this hybrid model development (Process Advisor Tool), it is important to understand the overall workflow and how the Process Model from Task 5 fits in. A flow diagram of the various components of the Process Advisor is shown in the figure below.



1. Influent Model (Task 6.1)

    a. Data-driven models will predict influent flow and load for the following day. This operation will run once a day around 10 pm.

    b. That average daily value for each parameter (flow, BOD concentration, etc.) will be converted to an hourly flow/concentration value using known diurnal flow and loading curves for PRWRF starting with midnight the following day, and running 12 am to 11 pm.

2. Process Model (Task 5)

    a. A dynamic 24-hour simulation using the Process Model will then ensue. The Process Model will emulate the operational control strategies used at the PRWRF. For example, if air is added to maintain a specific DO setpoint, that same approach will be modeled in SUMO.

b. Outputs such as energy and chemicals used and effluent characteristics from the Process Model will then become inputs to a data-driven model (the Setpoint Model).

c. This dynamic model will run from approximately 10:30 pm to 11:30 pm the night before the day it predicts values for.

3. Setpoint Model (Task 6.2). This data-driven model will run once an hour starting at midnight. Additional inputs to the data-driven model will include live sensor data.

    a. The Setpoint Model will recommend equipment setpoints for internal plant flows, DO, and airflow.

    b. The Setpoint Model will also predict effluent quality, energy and chemical use along with SVI.

    c. Optimization Tool (Task 6.3)

        i. A scoring algorithm that assigns targets, weights, and penalties to key variables will be developed. It is envisioned that this algorithm will include up to 8 variables: effluent ammonia, nitrate, total nitrogen, total phosphorus, and organic nitrogen; SVI, energy use for secondary treatment, and alum use.

        ii. An optimization algorithm will be applied to the scoring algorithm to maximize a daily score.

        iii. Each hour, a Python script will trigger the optimization algorithm to run the Setpoint Model iteratively to find an optimal operating strategy for the existing conditions.

        iv. The resulting variable values from the highest scoring algorithm will be returned hourly and displayed as a recommendation in the Power BI visualization tool (Task 3).

Task 6.1. Develop Influent Flow and Load Prediction Model

Hazen will perform exploratory data analysis to determine the most relevant variables for predicting influent flow and loading (COD, BOD, ISS, TKN, ammonia, TP). This step includes adding variables to the dataset to account for time lags in the system. Additional variables will be added and/or created as needed to predict hourly flows for the next 24-hours such as forecasted rainfall and streamflow. These influent flow and load predictions will be used as inputs to the mechanistic model. The mechanistic model will also receive information originating in SCADA (via a secure route established in Tasks 1-3) to specify the number of primary and secondary clarifiers in service, and the SVI from real data.

Up to eight algorithms will be developed to predict the following:

1. Average daily COD and BOD concentration today as a function of past values taking into account expected delays in laboratory data. If BOD is more accurate, COD (needed for the mechanistic model) will be estimated using the predicted BOD value and a fixed COD:BOD ratio. COD and BOD will be modeled as two separate variables, since they are expected to be predicted using distinct sets of predictor variables.
2. Average daily TSS concentration today as a function of past values. This will be converted to ISS (needed for the mechanistic model) using a fixed VSS:TSS influent ratio.
3. Average daily TKN and ammonia concentration today as a function of past values taking into account expected delays in laboratory data. If ammonia is more accurate, TKN (needed for the mechanistic model) will be estimated using the predicted ammonia value and a fixed ammonia:TKN ratio. Ammonia and TKN are being counted as two separate variables, since there may be differences in the approaches utilized to predict each of them.
4. Average daily TP concentration today as a function of past values.
5. Average daily Alkalinity concentration today as a function of past values.
6. Average daily influent flow.

The accuracy of these models and prediction approach will be considered to determine which models and approaches are best suited for deployment. For example, if the accuracy of the TKN model is poor but BOD is high, then TKN could be estimated from the BOD estimate and an average BOD:TKN ratio from historical data. It is assumed that a normalized diurnal flow and loading curve will be used to convert the daily average values to hourly values. For wet weather flow predictions, a more sophisticated predictive model could be developed under another scope. For this exercise, a simplification will be made to identify above average daily influent flow predictions as “wet weather,” and replace the normalized diurnal flow pattern with one wet weather hydrograph of the City’s choosing.

Task 6.2. Develop Operational Setpoint Model

Hazen will perform exploratory data analysis to determine the most relevant variables for predicting 16 operational setpoints and/or effluent parameters one hour in the future including but not limited to effluent ammonia, nitrate, organic nitrogen, and TP; and SVI, alum use, energy use for secondary aeration, RAS flow, internal recycle flow, DO setpoints, and airflow setpoints. This step includes adding variables to the dataset to account for time lags in the system. Outputs from the mechanistic model will also serve as inputs to this model. One Python model with up to sixteen outputs will be developed.

The accuracy of the Setpoint Model at predicting each output value will be presented and assessed. If a desired target is not accurately predicted, additional variables will be added and attempts will be made to optimize the accuracy of the model. A reasonable degree of accuracy is an R^2 value of approximately 0.7, but this may be adjusted depending on the mean absolute error relative to the average value of each parameter. Up to three iterations of model refinement to improve accuracy will be attempted. Variables with poor predictive accuracy will not be deployed in the final model.

It is anticipated that the XGBoost model will be utilized for this project. For simplification, each model will have the same independent variables weighted differently.

Hazen

Model quality and accuracy will also be evaluated using subject matter expertise, feature importance tables, and SHAP plots, which seek to explain the most important variables in each model and their directionality on the predicted variable. This is to verify that the logic in the model is appropriate.

Task 6.3. Create Scoring Algorithm and Optimization Tool

Scoring Algorithm. A scoring algorithm will be developed and deployed for assessing current performance (as part of Task 3) and identifying potential optimization solutions to provide actionable insights to plant operations staff (as part of Task 6). This algorithm will incorporate competing goals and appropriately weigh the outcomes. Hazen will solicit feedback from the City of Santa Fe to assign weights to different process goals, such as effluent ammonia, effluent phosphorus, chemical use, energy use, etc.

An example scoring algorithm for another facility is shown below.

Parameter	Average	Target	Weight
Effluent Ammonia (mg/L)	0.08	0.1	5
Effluent Nitrate (mg/L)	0.9	1.0	0.8
Effluent TP (mg/L)	1.3	1.4	1.2
Effluent Organic Nitrogen	0.9	0.9	0.5
SVI (mL/g)	83	90	0.004
Blower Energy (kW)	1508	1300	0.000003
Alum (gpd)	765	700	0.00001
Methanol (gpd)	842	485	0.00005

Three example values and point scores are shown below. In Example 3, the nitrification points are assigned as follows: (target – value)^2 x weight = (0.1-0.08)^2*5 = 0.002. This approach, developed with a holistic approach to treatment, allows the value of various treatment components like nitrification, denitrification, phosphorus removal, and settling properties to be compared with a single score.

Example	Ammonia	Nitrate	TP	SVI	Blower Energy	Alum	Methanol	Organic N
1	0.4	1.5	1.6	110	2000	1000	1200	1.1
2	0.2	1.1	1.5	100	1500	850	720	1
3	0.08	0.8	0.6	80	1000	400	400	0.8

Example	Nitrification Points	Nitrate Points	TP Points	SVI points	Energy Points	Alum Score	Methanol Score	Organic N Score	Total Score
1	-0.4500	-0.4000	-0.2400	-1.6000	-1.4700	-0.0030	-0.0036	-0.1000	-4.3
2	-0.0500	-0.0800	-0.1200	-0.4000	-0.1200	-0.0015	-0.0012	-0.0500	-0.8
3	0.0020	0.1600	0.9600	0.0400	0.0009	0.0030	0.0004	0.0500	1.2

The weights assigned to the competing goals will be tailored specifically to the PRWRF. The algorithm will assign points (or rewards) or penalties based on whether the process meets the treatment goals and the degree to which those goals are being met, exceeded, or unmet. Up to two versions of the weights can be programmed, for examples if there is a seasonal component to account for differences in seasonal permit limits or fundamental seasonal changes in operational paradigms, or to represent two operational philosophies—one that weighs regulatory compliance without regard for cost, and a second that incorporates energy and cost savings.

This scoring algorithm will be used to assess the current performance of the process alongside the visualization tool in Task 3. It can also be applied to past data where all required information is available. This historical data can be searched and filtered to identify days similar to the present to see how past performance was scored, giving the operator access to the operational setpoints that led to the best and worst outcomes in the past to aid in decision-making. Ultimately, it will be integrated with the completed hybrid (mechanistic + data-driven) tool developed in Task 6, which will automate the process. However, it will be available to operators sooner in a manual, data-driven historical data search format under Task 3.

Optimization Tool. The Optimization Tool involves writing a Python script that will trigger the optimization algorithm to run the Setpoint Model iteratively to find an optimal operating strategy for the existing conditions. This will happen each hour. The optimization algorithm will allow effluent variables to vary within an acceptable range (e.g., ammonia between 0.05 mg/L and 0.3 mg/) while predicting the behavior of the other variables in the optimization algorithm until a maximum score is achieved. The resulting variable values from the highest scoring algorithm will be returned hourly to the display layer in the Power BI visualization in Task 3 as a recommendation.

A Python script will also record the same values of those operational variables alongside the recommendation, so that after six months the recommendations can be compared with actions. The goal is to see how much the two programs are alike and different, and to build trust in this control strategy. Those two variables can be visualized side-by-side in the Power BI visual provided as Part of Task 3. The point is to build a database of advisory guidance to compare to actual control strategies. In this scope, the recommendations will never advance beyond an advisory tool, but if PRWRF staff like the results and trust the results, these recommendations could be integrated into a control strategy at an additional cost.

Task 6.4. Deploy Process Advisor Tool

Both the mechanistic and data-driven models need to be deployed in a digital cloud environment as a workflow. This includes the Influent Model, the Process Model, and the Operational Setpoint Model. As stated earlier, the Influent Model will run once a day at a fixed time, while the other two will run hourly in a sequence. This workflow also involves obtaining other necessary information from SCADA for the Process and Operational Setpoint Models such as the number of primary and secondary clarifiers in service, instrumentation data, the number of basins in service, etc.

The SQL data foundation (Task 1) will be leveraged to securely prepare the required inputs and store the outputs from each model in the sequence. SQL, Python, PowerQuery and/or other scripts will be used to move this information through the workflow. The following views in SQL are expected:

- Prepared data for influent models (8 views updated daily)
- Hourly diurnal flow and load curves for COD/BOD, TKN, TP, TSS, flow, and alkalinity (6 views that do not need to be updated)
- Output from mechanistic model (1 view updated daily)
- Prepared data input for Setpoint Model (1 view updated hourly)
- Output from Setpoint Model (1 view updated hourly)

This will be a Hazen-hosted Azure environment that will display the recommended operating points to the City via the Power BI dashboard (Task 3). This workflow is expected to take up to two hours to complete daily. Hosting fees will be estimated during the course of the project and communicated to the City. While there are no markups, the fees will be an ongoing expense for the City. Success of this step is predicated upon being able to obtain the proper data connectivity linkages described earlier in the scope.

Task 6.5. Documentation and Training

Hazen will develop a 20-page memorandum documenting the model development and deployment process. An appendix will contain a figure showing the accuracy of each data-driven model on a scatter plot of predicted versus observed values, a feature importance plot, and a SHapley Additive exPlanations (SHAP) plot. This single page document of each model will visually convey its accuracy and the importance and directionality of the independent variables.

Each step of the workflow (Influent Model, automated running of the Process Model, and the Setpoint Model) will be tested and the results shared with the City. Each step will be operated in a test mode and monitored for 30 days by Hazen staff, which will review the results on a weekly basis. During this time period, City staff will also have access to the visualization of results. Following the 30-day test, a virtual meeting will be held to discuss any feedback. Approximately 40 hours of additional development work are allocated for any modifications, and upon completion, the model will be considered complete.

A two-hour virtual training presentation will be held and recorded for PRWRF staff. This presentation will review the content of the technical memorandum and walk users through how to view the results of the models in the Power BI platform. An additional 40 hours of maintenance work to be allocated over the following 6 months are also included. Any additional effort beyond that will require a new scope and fee.

Task 6 Deliverables:

- Three additional Power BI pages displaying the recommendations from Process Advisor Tool.
- Azure workflow to sequentially run models and store model outputs.
- Scoring algorithm to enable assessment of current process performance and operate the Optimization Tool.

- 20-page technical memorandum.

Task 7**.** Data-Driven E. coli Model

PRWRF staff may wish to explore additional data-driven modeling outside of secondary treatment and the Process Advisor workflow. This scope item is included to account for one additional data-driven model, which can be developed and deployed as part of Task 3 (alongside the Task 6 deployment of the Process Advisor tool). It is anticipated that the City would like to develop a model to predict E.coli values one day in advance.

The technical approach will be similar to the influent concentration and load model development in Task 6.1. However, it is included separately from Task 6 because the outputs of the models developed under Task 6 could potentially be used as input variables for this model, and it is also anticipated that this model will utilize different independent variables from the models in Task 6, necessitating additional effort. The model in this task is anticipated to include other variables such as secondary effluent characteristics, which would not be appropriate to include in the influent model prediction and a downstream measurement cannot predict an upstream value.

The accuracy of this model will be evaluated using the same approaches described in Task 6. If acceptable accuracy is achieved, this model will be deployed alongside the Process Advisor Tool in Task 6.

A 10-page technical memorandum summarizing the development of this model will be provided. A two-hour virtual training session with City staff will be included and recorded to summarize the model development and document the functionality of the tool and its intended use.

Task 7 Deliverables:

- One additional Power BI page displaying the E. Coli predicted value for the following day.
- Azure workflow to sequentially run models and store model outputs.
- A 10-page technical memorandum summarizing the development of this model.
- 2-hour virtual training workshop.

Meetings

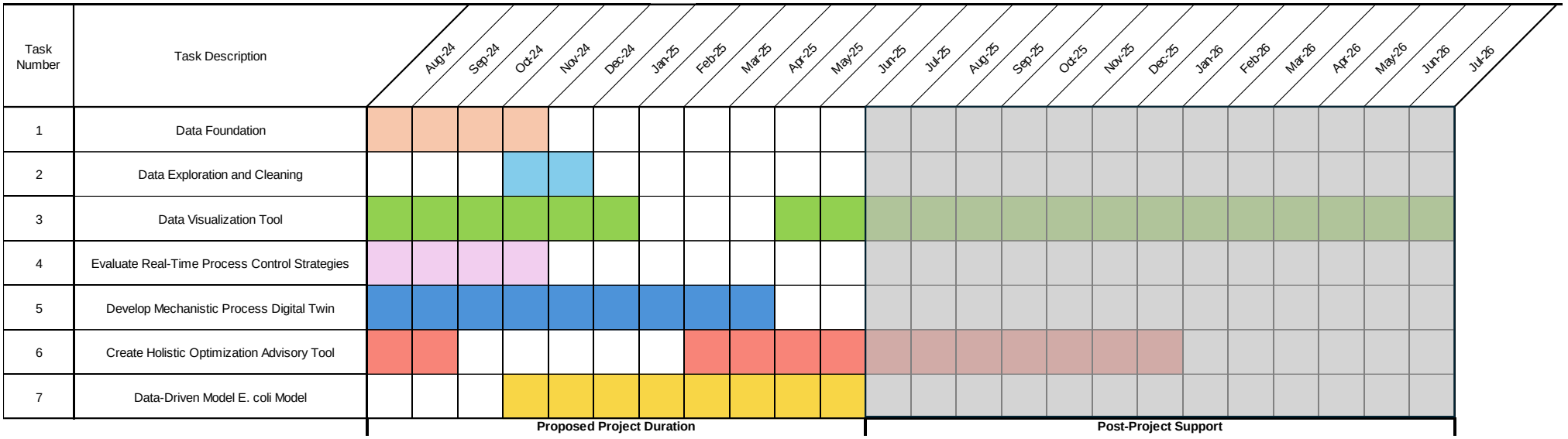
As described above, Hazen will host six (6) virtual progress meetings and three (3) virtual workshops during the course of this task order. The progress meetings will be aimed at providing progress updates to the City as well as soliciting necessary feedback from the City on forthcoming deliverables. The workshops will focus on process staff and operator training in using the mechanistic process digital twin initially, and the Process Advisor Tool ultimately. While the exact agenda for the meetings may be modified in accordance with tool status or priorities for discussion or feedback, the meetings and workshops are broadly expected to cover the following:

Virtual Meeting / Workshop Number	Associated Tasks	Broad Meeting / Workshop Topic
Meeting 1 (May be up to 5 meetings 1.1, 1.2, 1.3, 1.4, 1.5)	1	Meeting with IT or Other City Staff as Needed for Data Sharing, Access and Continuous Updates
Meeting 2	2	Meeting to Review Data Flow and Data Cleaning Efforts
Workshop 1	3	Review General Data Visualization Tool (Power BI) and Gain Feedback for Finalization of Custom Pages
Meeting 3	3	Meeting to Solicit City Inputs on Operational Guidance Pages
Meeting 4	4	Meeting to Review Control Strategies
Meeting 5	5	Meeting to Train PRWRF Staff on Process Twin Web Application
Meeting 6	5	Meeting to Obtain Operator Feedback on Calibrated Twin
Workshop 2	6	Workshop to Review Final Tools (Power BI and Web-App) with City
Workshop 3	7	Progress Workshop for Data-Driven E.coli Modeling and Integration into Tools

Schedule

The figure on the following page provides a summary of the timeline for the proposed tasks. The timeline provided here assumes the completion of Task 1.1 as Time “Zero”, i.e., the timeline of months provided in the figure below is contingent upon the completion of the data warehouse set-up

Hazen


Task Number
Task Description
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
1
Data Foundation
2
Data Exploration and Cleaning
3
Data Visualization Tool
4
Evaluate Real-Time Process Control Strategies
5
Develop Mechanistic Process Digital Twin
6
Create Holistic Optimization Advisory Tool
7
Data-Driven Model E. coli Model
Proposed Project Duration
Post-Project Support

Assumptions

1. For the data-driven modeling portion, at least 3 years of historical daily influent and effluent flow and concentration data for predicted parameters is available for analysis. Daily E. coli measurements and secondary effluent quality data are required for Task 7.

2. For the data-driven modeling portion, at least 6 months and preferably longer of historical hourly operational and flow data for predicted parameters is available for analysis. This includes but is not limited to DO analyzer readings, airflow measurements, blower/aerator energy use, SVI (daily is okay), nutrient analyzer readings, RAS flow, influent flow, WAS flow, and internal recycle flow. This time period must overlap with the above.

3. Microsoft Azure shall be the Cloud-based environment for digital tool deployments.

4. Santa Fe will access all deployments through HazenCloud, which is a Hazen-hosted Azure space. Hazen issues credentials to individual users and organizations.

5. Data acquisitions and connections can be made within two months (Task 1.1). If this timeline is not possible, the rest of the schedule will need to be adjusted accordingly.

Budget

The proposed not-to-exceed budget to provide the services described herein is $1,120,550. However, the $144,852 remaining in the budget for Task 700 – Digital Twin has been applied as a credit to result in a budget authorization request of $993,892.

Attachment 1 provides a budget breakdown for Task 1 – 7. All work will be performed on a time and materials basis. Labor will be billed using categorical rates. Expenses may include reimbursable mileage, airfare, lodging, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Hazen

Attachment 1: Proposed Budget

		Total	Fee		
Task	Description	Hours	Labor	Expense	Total
1	Data Foundation	716	$143,187		$143,187
2	Data Exploration and Cleaning	324	$73,591		$73,591
3	Data Visualization Tool	673	$124,844	$1,000	$125,844
4	Evaluate Real-Time Process Control Strategies	232	$54,450		$54,450
5	Develop Mechanistic Process Digital Twin	992	$263,499	$2,000	$265,499
6	Create Holistic Optimization Advisory Tool	1700	$389,567	$2,400	$391,967
7	Data Driven E. coli Model	275	$66,011		$66,011
	Credit for Budget Remaining in Task 700		($144,852)		($144,852)
	Subtotal Including Credit				$975,698
	NMGRT (8.1875% of Labor)			$18,193	$18,193
	TOTAL	4,912	$970,298	$23,593	$993,892

Hazen

City of Santa Fe, NM
Paseo Real WRF Onsite Operational Support
Scope of Work

1. Project Understanding

The City of Santa Fe (the City) has requested a scope from Hazen and Sawyer (Hazen) to provide onsite operational support at the Paseo Real Water Reclamation Facility (PRWRF). The City has requested full-time support for two months followed by part-time support for the remaining duration of Hazen's contract scheduled to end on September 30, 2026.

2. Personnel

Hazen and Sawyer proposes the following staff for this assignment:

- Tom Pfiester – Grade A Wastewater Treatment Operator licensed in Texas and Florida with 21 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Pfiester most recently served as Assistant Director of Wastewater Operations for Miami-Dade County.

- TJ Lynch – Grade IV Wastewater Treatment Operator licensed in North Carolina and Virginia with 31 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Lynch most recently served as Assistant Director of Raleigh Water.

- Charlie Leder – Level 4 Wastewater Treatment Operator licensed in New Mexico with 47 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Leder most recently served as Manager of Plant Operations for the Albuquerque Bernalillo County Water Utility Authority.

3. Scope of Services

Hazen staff will serve as an extension of the City's staff to support the operation of PRWRF. Hazen staff will provide the following services while stationed at the PRWRF:

- Regularly meet with City staff to assess operational challenges and goals.
- Review and reinforce PRWRF operational and regulatory requirements with City staff.
- Provide suggestions to improve plant operations and treatment efficacy.
- Provide hands-on troubleshooting support.
- Help develop Standard Operating Procedures (SOPs) and other operational guidelines.
- Coordinate with other Hazen staff to keep them apprised of onsite activities and new developments.

4. Schedule

The budget is based on the following schedule assumptions.

- Mr. Pfiester will be stationed at PRWRF full-time July 24, 2024 through September 27, 2024. He will then be stationed at PRWRF part-time (25%) October 1, 2024 to September 30, 2026. During the part-time phase, he will make one 1-week trip to PRWRF per month. The budget includes an additional three weeks of onsite support so Mr. Pfiester can spend four consecutive weeks onsite during the period spanning October 1, 2024 to September 30, 2026. The timing of the 4-week trip will be coordinated by the City and Hazen.

- Mr. Leder will be stationed at PRWRF part-time (50%) during September 2024. He will then be stationed at PRWRF part-time (25%) October 1, 2024 to September 30, 2026.

- Mr. Lynch will periodically visit PRWRF up to four (4) times between September 1, 2024 and September 30, 2026 to provide additional onsite support.

5. Assumptions

The following assumptions have been made in preparing the Scope of Work.

- Hazen staff will not function as the PRWRF Operator-in-Charge. Hazen's role is limited to operations support by providing assistance and suggestions as defined above. Neither Hazen nor individual Hazen staff assume liability for regulatory compliance.
- Monthly Operating Reports (MORs) will be reviewed, signed, and submitted by City staff. Hazen staff will not sign MORs or other regulatory documents.

6. Budget

The proposed not-to-exceed budget to provide the services described herein is $1,050,000. Attachment 1 provides a budget breakdown. All work will be performed on a time and materials basis. Labor will be billed using categorical rates. Expenses may include reimbursable mileage, airfare, lodging, car rentals, other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Hazen

Attachment 1: Proposed Budget

		Total	Fee		
Task	**Description**	**Hours**	**Labor**	**Expense**	**Total**
1	Full-Time Support	396	$108,196		$108,196
2	Part-Time Support	2,643	$749,478		$749,478
3	Project Management	50	$15,541		$15,541
4	Expenses Allowance			$105,291	$105,291
	Subtotal		$873,215	$105,291	$978,506
	NMGRT (8.1875% of Labor)			$71,494	
	TOTAL	**3,089**	**$873,215**	**$176,785**	**$1,050,000**

Hazen and Sawyer - Emergency Determination

Final Audit Report 2024-11-16

Created:	2024-11-13
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2hi0Pis0UBxON4Xg5s3lhXjePcNEBt09

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Agreement completed.

2024-11-16 - 5:04:27 PM GMT

Item#_____
Munis Contract#_3204638
Original Contract Item# 24-0299
SWPA/GSA/Coop/RFP/ITB #: Emergency

CITY OF SANTA FE
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES CONTRACT
ITEM# 24-0299

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Professional Services Contract, dated April 11, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Hazen & Sawyer (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide Engineering Support Services to assist in bringing the Paseo Real Wastewater Reclamation Facility back into compliance with its NPDES permit.

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

Article 1 of the Contract is amended to add the following additional tasks to the existing Scope of Work:

Additionally, the Contractor shall provide the following Services:

Task 1 – Paseo Real WRF Asset Inventory and Condition Assessment

A summary of the major elements of this task order is listed below:

- Review of existing data and records
- Data validation and acceptance – establishing the limits and hierarchy of what to include in asset inventory,

establishing asset definitions and attribute information

- Asset inventory and condition assessment field work – creating data collection forms and performing onsite inventory and condition assessment
- Establishment of an Asset Register
- Evaluation of expected useful / remaining life of assets and replacement cost data for assets
- Development of level of service goals and key performance indicators
- Development of a maintenance planning strategy
- Establishing an asset risk framework and risk scoring criteria for assets
- Development of an asset insights dashboard

A detailed Scope of Work for this Task 1 is listed in Exhibit B.

Task 2 – Production of a Digital Twin Process Model

The City desires to develop a tool (or tools) that allows process engineers and plant operators at the Paseo Real Water Reclamation Facility (PRWRF) to visualize process data, assess plant performance as well as gain usable and actionable process optimization insights in close to real-time. City staff also noted that the ability to assess the impacts of operational changes (i.e., what-if or scenario analyses) on performance and ability to meet compliance requirements would be critical. Under this Task, Hazen will provide technical support services to advance the City's data visualization and process optimization initiatives. This task is broken into six major tasks: dataflow development and tag addition, data exploration and cleaning, development of a data visualization tool, real-time process optimization, development of a mechanistic process digital twin, and addition of data-driven optimization features into the process twin (i.e., development of a hybrid model that includes mechanistic as well as data-driven components).

A detailed Scope of Work for this Task 2 is listed in Attachment C.

Task 3 – Paseo Real WRF Onsite Operational Support

The City of Santa Fe (the City) has requested a scope from Hazen and Sawyer (Hazen) to provide onsite operational support at the Paseo Real Water Reclamation Facility (PRWRF). The City has requested full-time

support for two months followed by part-time support for the remaining duration of Hazen's contract scheduled to end on September 30, 2026.

Hazen staff will serve as an extension of the City's staff to support the operation of PRWRF. Hazen staff will provide the following services while stationed at the PRWRF:

- Regularly meet with City staff to assess operational challenges and goals.
- Review and reinforce PRWRF operational and regulatory requirements with City staff.
- Provide suggestions to improve plant operations and treatment efficacy.
- Provide hands-on troubleshooting support.
- Help develop Standard Operating Procedures (SOPs) and other operational guidelines.
- Coordinate with other Hazen staff to keep them apprised of onsite activities and new developments

A detailed Scope of Work for this Task 3 is listed in Attachment D.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $2,666,930.00 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed five million three hundred eighty four thousand nine hundred and thirty dollars ($5,384,930.00), including gross receipts tax. The total amount payable to the Contractor under this Contract including gross receipts tax and expenses, shall not exceed $5,384,930.00 (five million three hundred eighty four thousand nine hundred and thirty dollars). 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.

C. 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:

_____
Alan Webber, CITY MAYOR

DATE:_____

CONTRACTOR:

Greg Gates (Oct 30, 2024 11:52 MDT)
Greg Gates, Vice President

DATE: Oct 30, 2024

CRS# 03-405247-00-0

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 30, 2024 13:12 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER
_____
FINANCE DIRECTOR

Hazen

City of Santa Fe, NM
Paseo Real WRF Asset Inventory and Condition Assessment
Scope of Work

1. Project Understanding

The Paseo Real Water Reclamation Facility (PRWRF) is owned and operated by the City of Santa Fe, New Mexico (CITY). The PRWRF has a permitted capacity of 13 million gallons per day (mgd), average day maximum month flow. PRWRF effluent is discharged into the lower Santa Fe River and can also be conveyed to non-potable reuse customers.

The CITY has requested a scope from Hazen and Sawyer (Hazen) for the development of an Asset Management Plan (AMP) for the PRWRF Facility. In parallel, Hazen has been supporting the City in the selection and procurement of a Computerized Maintenance Management System (CMMS) software product. The City has negotiated a contract with OpenGov to purchase and implement OpenGov's Asset Management environment for the following asset groups:

- Water Distribution
- Water Treatment
- Wastewater Treatment
- Wastewater Collection / Sanitary Sewer
- Transportation
- Parks and Recreation
- Stormwater

This scope of work will include asset inventory and attribute data development, field verification of the inventory along with physical condition assessment, development of risk scoring criteria, identifying level of service goals, asset cost analysis, and development of a 10-year capital improvement plan for the PRWRF Facility (wastewater treatment group). This task will lay the foundation for future asset management endeavors by establishing the following:

- Defining an "asset"
- Defining and assigning asset attributes
- Defining asset hierarchy
- Developing an asset inventory
- Performing a physical condition assessment
- Developing the risk scoring criteria (for likelihood of and consequence of failure scores)
- Developing the levels of service (LOS) that will help drive a prioritization of risk-based CIP projects and are focused on helping the CITY meet its LOS
- Creating a prioritized list of CIP projects based upon defensible risk scores and LOS

The database developed during this task (outside of CIP development), will be used to populate the CMMS system. Hazen acknowledges that both efforts are simultaneously occurring and will work to ensure that development and incorporation of data into the CMMS system is as seamless as possible.

The major elements of this task order are summarized below:

- Review of existing data and records
- Data validation and acceptance – establishing the limits and hierarchy of what to include in asset inventory, establishing asset definitions and attribute information
- Asset inventory and condition assessment field work – creating data collection forms and performing onsite inventory and condition assessment
- Establishment of an Asset Register
- Evaluation of expected useful / remaining life of assets and replacement cost data for assets
- Development of level of service goals and key performance indicators
- Development of a maintenance planning strategy
- Establishing an asset risk framework and risk scoring criteria for assets
- Development of an asset insights dashboard

The scope of work is detailed in the following section.

2. Scope of Services

The Scope of Services for this task order includes the following tasks:

Task 1 – Project Management

Hazen will perform the following project management activities associated with this effort:

1. Project Management – Task consists of ensuring performance of the work follows the agreed upon scope, budget, and schedule (estimated 12 months).
2. Submit monthly invoices and associated progress reports
3. Project Kickoff Meeting – The purpose of the meeting will be to:
    - Identify the key project personnel and contact information.
    - Review the project scope of services and project schedule
    - Review and discuss coordination with the CITY staff, treatment plant operations staff, and other supporting key staff.
    - Discuss the requested existing data, information, and materials CITY will provide
4. Conduct regular progress meetings with CITY project manager
5. QA/QC – Hazen will incorporate a robust QA/QC procedure of all data collected, placed in the asset register, and all deliverables provided to CITY.

All data developed for the CITY as part of this project, including mapping, asset attributes, inventories, CIP plans and anything else generated by the project, is the property of the CITY and will be available to the CITY in electronic format. Hazen will keep the CITY informed of the project progress and will notify the CITY of issues that arise which could potentially affect the schedule, scope, or budget. Any work outside this scope of work will only be performed following written approval by the CITY.

Task 1 Deliverables

- Monthly Invoices with Project Status Reports
- Kickoff Meeting Draft Agenda and Meeting Minutes
- Progress meetings minutes

- Any data generated during the project (draft (at the request of the CITY) or final (all final data to be given to the CITY)).

Task 2 – Data Review, Validation, and Acceptance

Prior to beginning this task, Hazen will submit a request for information (RFI) that includes existing asset information from the current CMMS system, process and instrumentation-related information from SCADA, and record drawings. These details are anticipated to be submitted in digital format for ease of analysis and inclusion in the condition assessment form. This task shall consist of the following services:

1. Hazen will evaluate the information provided by the CITY in response to the RFI
2. Hazen will use industry standards and confer with the CITY during a workshop to establish definition of an "asset" to be included in the inventory phase of the project.
3. Hazen will establish asset types and subtypes to develop a final nomenclature to move forward for the asset inventory phase of the project.
4. Hazen will propose to the CITY a standard asset hierarchy and classifications for various asset types, including name and numbering methods, based on industry standards. The CITY will be given an opportunity to comment on the hierarchies and suggest changes to it during a workshop.
5. Hazen will host a workshop with the CITY to gain input from the CITY and to use that to determine what attribute information will be collected on each class and subclass of assets. At a minimum, each asset must have an asset ID, name, location, condition, useful life remaining, type, material, size, and replacement cost. Additional attributes could include: manufacturer, serial number, capacity, flow rate, dimensions, installation date, operating status, as well as many others. Following the meeting Hazen will provide the CITY with a list of attribute information for the CITY's review. The CITY will approve the list before data collection occurs.

Task 2 Deliverables

1. Asset Inventory Draft Determination
    - Definition of an "asset" for each class and subclass of assets
    - Asset hierarchy in a flow diagram
    - List of asset types and subtypes in a spreadsheet

Task 3 – Asset Hierarchy and Asset Register Development

This task focuses on developing a comprehensive asset hierarchy and asset register for the PRWRF.

1. Designate Qualifying Assets – Hazen will conduct a workshop with CITY stakeholders to finalize the list of qualifying assets based on the preliminary list developed in Task 2.
2. Define Asset Hierarchy – Following the designation of qualifying assets, the workshop will continue to establish an appropriate asset hierarchy, ensuring all assets within the PRWRF are included. The asset hierarchy and the asset register will include the following components:
    - Asset Definition: Compile asset definitions using existing PRWRF asset lists and assets identified in Task 2.

- Asset Class: Group assets by type, functions, useful life, and pricing attributes (e.g. size, material, power).
- Data Standards: Establish data attributes required to support asset management needs.

3. Asset Register Development – Hazen will create the asset register using a hierarchical structure with "parent-child" relationships, allowing the CITY to navigate the database easily and extract information at various levels.

Task 3 Deliverables

- Asset Hierarchy
- Preliminary Asset Register with all identified assets, all available asset attribute information, photos of all visible assets, unique asset ID numbers, asset names that are known by staff (Microsoft Excel). This information will be provided to OpenGov as soon as available for use in initiation and validation phases.

Task 4 – Asset Inventory and Condition Assessment

This task includes the desktop and field work required for the asset inventory and condition assessment. Following completion of Task 2, Hazen will create an asset inventory in digital format that includes all asset types and subtypes with relevant attributes, as well as a condition assessment form. This task shall consist of the following services:

1. Hazen will develop a digital survey and condition assessment form to collect and assess asset data in the field.
    - Hazen will develop a physical condition framework for each asset type by discipline (civil/structural, HVAC, mechanical, and electrical/I&C) using the International Infrastructure Management Manual (IIMM) as a guideline to be used to assess condition during field verification. Hazen will share the draft condition assessment process with the CITY and the CITY will have a chance to comment and input on the process. Field personnel familiar with the assets will be invited to the meeting and their input will be considered in this process.
    - Hazen will include all asset attributes in forms that should be collected for each asset type Such as Collector 123, Fulcrum, or a similar platform which the City can utilize in the future independently.
    - Hazen will include the asset type, subtype, and hierarchy as fields to be populated in the digital form.
2. Hazen will create an asset register template that includes all asset types and subtypes with defined attributes. The asset register will also contain physical condition-related attributes.
3. Hazen will pre-populate available information from the obtained data. The information will be verified and updated during the field inspection, along with a physical condition score.
4. Hazen's field team will comprise specialists in civil/structural, HVAC, mechanical, and electrical/I&C.
5. Hazen will perform a visual condition assessment of each asset. The goal of the condition assessment is to identify the current state of assets with a condition score allowing estimation of the assets' remaining useful lives.

6. Hazen will design the Santa Fe WRF Asset Insight Dashboard user interface along with a data model and share with the CITY project manager before proceeding. Upon user interface approval, Hazen will develop the following four visual reports:

    - Home – Page navigation and a visual overview of the WRF assets.
    - Summary – Overview of asset count, condition, location, risk, useful life, and renewal needs.
    - Asset Details – Detailed view of asset attributes, inspection photos, and deterioration curve.
    - Asset Condition – View asset condition statistics by condition score and installation decade.

    All Dashboard pages will provide the user with the ability to filter visuals by process area, equipment type, discipline, condition score, and risk matrix bin.

    The Asset Insight Dashboard will be designed so that it may link with other facilities that are part of the CITY's operations.

Task 4 Deliverables

- Draft register for review by the CITY. Comments should be addressed by Hazen (it is understood that if a comment is not possible to address (i.e., can't make the change) Hazen will provide an explanation of why not.
- Final Asset Register with Attributes and Condition Assessments as specified in the list of attributes and containing any required changes based on the review of the draft – Spreadsheet. This information will be provided to OpenGov as soon as available for use in the configuration phase.
- PRWRF Asset Insight Digital Dashboard Pictures of each asset that is visible. The asset pictures will have the entire asset in the first picture with all subsequent pictures showing close ups of particular issues or concerns (e.g., the name plate, cracks, missing bolts, rust or other corrosion.) In any case with a visible name plate a picture of the name plate will be taken. The photos will be attached to the asset in the spreadsheet with the full asset photo as the first picture in the set of photos.

Task 5 – Expected/Remaining Useful Life Determination

This task aims to determine the expected useful life (EUL) and remaining useful life (RUL) of asset classes.

1. Expected Useful Life (EUL) – Using manufacturer design life, industry publications such as Engineering News Record (ENR), and data from similar Hazen projects, Hazen will establish a baseline EUL for each asset class.

2. Remaining Useful Life (RUL) – Based on collected attribute data, CITY maintenance records, and condition assessment scores, Hazen will estimate the RUL for each asset by adjusting up or down from the general attribute life. For example, if a pipe is to last 100 years but it is known to have multiple breaks and has shown signs of deterioration, the pipe's life should be shortened. If a pipe is known to be in good shape, exhibited no issues, etc., its life will be extended. For assets lacking visual condition assessments and any other information on

maintenance, repairs, or operator knowledge, the RUL will be calculated by dividing expected design life by asset age with straight line deterioration.

Task 5 Deliverables

- Estimated EUL for each asset class
- Estimated RUL for each asset
- Updated asset register with EUL and RUL for each asset

Task 6 – Replacement Valuation

This task involves estimating the current replacement cost for each asset.

1. Cost Data Collection and Review – Consolidate and review historical replacement cost data, local knowledge, RS Means databases, and costs from similar Hazen projects. Hazen will estimate current replacement costs in 2024 dollars using unit cost methods.
2. Workshop – Hazen will conduct a 3-hour Asset Valuation Review and Lifecycle Costing Workshop with CITY to review and validate replacement costs, develop cost factors for full implementation estimates, and determine maintenance strategies for run-to-fail assets and those with rehabilitation plans.

Task 6 Deliverables

- Updated asset register with bare and full cost estimates
- Total estimated valuation of the entire facility
- Workshop agenda, minutes, and presentation materials

Task 7 – Validate Levels of Service (LOS) and Develop Key Performance Indicators (KPIs)

This task will define and validate the Levels of Service (LOS) and Key Performance Indicators (KPIs).

1. Preliminary LOS and KPI Development – Hazen will seek input from CITY regarding potential LOS goals and KPIs prior to the workshop.

2. Using the list of potential LOS goals and other available information on LOS more generally, Hazen will develop a preliminary list of LOS and KPIs for CITY to review before a workshop.

3. Hazen will conduct a 3-hour workshop with key stakeholders to identify and validate LOS and KPIs for the facility. The discussion must include the following: what information would be required to measure the goals and determine whether KPIs are met, how difficult it would be to get this information (including whether this data currently exists), where the data would be held, how the KPIs would be calculated and stored, and who would have access to the data. Additionally, discussions of which goals/KPIs should be more publicly shared should be held.

Task 7 Deliverables

- LOS and KPI Summary Table
- Data required to meet the goals summary and where data is stored

Task 8 – Maintenance Planning

This task develops a maintenance planning strategy. Hazen will utilize a proven approach for utilizing asset criticality to determine the type of maintenance activities to be performed for the top ten qualifying asset classes. The level of effort required for maintenance activities will support estimated FTE staffing requirements.

1. Maintenance Approach Development – Utilize manufacturer-specific O&M manuals and industry-leading practices for failure monitoring and mitigation. Techniques include Failure Mode and Effects Analysis (FMEA), Preventive Maintenance Optimization (PMO), and Reliability Centered Maintenance (RCM).
2. Categorization of Maintenance Activities
    - Low Criticality: Operations Only or Run-To-Failure (RTF) Strategy—basic visual inspections or repair/replacement upon failure.
    - Medium Criticality: Operations + Condition/Performance—includes some condition/performance activities based on physical characteristics and financial feasibility.
    - High Criticality: Operations + Condition + Performance—comprehensive maintenance activities based on typical failure modes, from basic inspections to advanced predictive maintenance.

Task 8 Deliverables

- Maintenance strategy documentation for each asset class

Task 9 – Additional Services

The following tasks may be authorized by the CITY to develop a full Asset Management Program (AMP). The additional services described below provide high-level goals for each task as more information becomes available. At that time, the task item and deliverable will further be further delineated and detailed and authorized fee negotiated:

1. Gap Analysis – Prior to the development of the AMP, Hazen will provide a gap analysis at the facility to verify changes (asset removal or addition during the Emergency AO Projects) and update the data inventory. This scope item assumes up to 200 assets to be input into the data inventory.

2. Risk Framework Development - Define a performance condition assessment and consequence of failure assessment framework. This will include defining criteria, scoring definitions and scales, weighting, and scoring methodology specific to CITY'S PRWRF assets. Hazen will coordinate and solicit feedback from the Southwest Environmental Finance Center on project details.

3. Asset Risk Assessment (LoF and CoF) - implementation of a comprehensive asset risk assessment approach, including:
    a) Performance Condition Assessment
    b) Consequence of Failure Assessment
    c) Risk Scoring

4. Renewal and Replacement CIP Forecasting – Based on replacement valuations determined in task Hazen will provide a specific set of recommendations for the PRWRF that focus on:
    a. Known upcoming / in-process projects
    b. Program recommendations
    c. CIP project recommendations

    The CIP Projects will be identified by a priority based upon BRE and typically divided into high (1-2 years), medium (3-5 years) and low (6-10 years) priority. Hazen will delineate between rehabilitation and replacement projects and costs and provide costing for each recommendation by year. In addition, Hazen will utilize the information to develop asset inspection and maintenance scheduling guidelines for qualifying assets.

5. Staff Training – Hazen will develop and facilitate staff training of the AMP to support ownership and longevity of the program. Staff training is assumed to be conducted over a one-day period.

6. Unidentified Additional Services - In the development of this scope, Hazen and the CITY acknowledge there are uncertainties and unidentified tasks associated with the development of a full AMP. This task provides resources required to address these unidentified items. A budget allowance of $100,000 is included in this scope and budget for unidentified additional services.

3. Assumptions

Certain assumptions have been made in preparing the Scope of Services. To the extent possible, these assumptions are stated herein and are reflected in the estimated fee for services. If the requirements of the Project are different from the assumptions presented herein, or if the CITY desires additional services, the resultant scope changes will serve as the basis for amending this Contract or initiating the development of a new Contract as mutually agreed by CITY and Hazen. Project assumptions include:

- Based on similar projects, Hazen expects the asset count to be less than 1,500 assets inventoried. This scope of work assumes that the asset inventory will not exceed 1,500 assets. An inventory in excess of 1,500 assets will be considered additional work. The Hazen will keep the CITY informed of the progress of the inventory and if projected inventory exceeds the assumed quantity of assets.
- Kickoff meeting will be held virtually on MS Teams.
- No confined space entry is included during the asset inventory or condition assessment.
- There will be approximately 1-2 weeks of onsite asset inventory field work (estimated at 3-4 days per week)
- The CITY will open any electrical cabinets, operate equipment or valves, turn on/off equipment, etc., as needed to capture asset information.
- Operators will be available for the duration of Hazen's fieldwork and Hazen will seek to involve the Operators in the process of obtaining information to support knowledge transfer. Operators who are knowledgeable about the assets will be available to Hazen staff during field work.
- The efforts described herein would support and be compatible with a future ISO14001 certification.

4. Schedule

The proposed schedule for completing Tasks 1 through 8 is 12 months following notice to proceed. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed. The schedule for additional services outlined in Task 9 would be determined when the scope of additional services requested by the CITY is negotiated.

5. Compensation

We are requesting an initial authorization of $623,038 to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Tasks 1 – 9. All work will be performed on a time and materials basis. Expenses may include reimbursable mileage, airfare, lodging, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

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Attachment 1

Proposed budgets for Asset Inventory and Condition Assessment Services

		Total	Fee		
Task	Description	Hours	Labor	Expense	Total
1	Project Management	174	$48,901	$500	$49,401
2	Data Review, Validation, and Acceptance	128	$41,391	$4,200	$45,591
3	Asset Inventory and Asset Register Development	132	$28,785	$3,700	$32,485
4	Asset Inventory and Condition Assessment	740	$142,026	$18,500	$160,526
5	Expected / Remaining Useful Life Determination	70	$13,864	$0	$13,864
6	Replacement Valuation	86	$17,931	$3,700	$21,631
7	Validate LOS and Develop KPIs	76	$15,262	$0	$15,262
8	Maintenance Planning	136	$26,981	$0	$26,981
9	Additional Services	494	$207,333	$5,550	$212,883
	NMGRT (8.1875% of Labor)			$44,415	$44,415
	TOTAL	**2,100**	**$542,473**	**$55,565**	**$623,038**

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The city of Santa Fe (the City) seeks to develop data visualization and process optimization tools that provide end-users with access to a common authoritative source for critical plant operations and performance data. This suite of tools is expected to provide plant process and operations staff with the ability to visualize plant performance data in near-real-time (NRT) and gain actionable insights to improve or optimize process performance. The suite will consist of a plantwide data visualization tool as well as a holistic process optimization web application that utilizes both mechanistic as well as data-driven modules to provide maximum value. Hazen will execute the project by developing core data system building blocks and visualization tools that enhance situational awareness and provide near-term functional value, while in parallel developing advanced process insight tools that leverage this data foundation.

The City has expressed a desire to develop a tool (or tools) that allows process engineers and plant operators at the Paseo Real Water Reclamation Facility (PRWRF) to visualize process data, assess plant performance as well as gain usable and actionable process optimization insights in close to real-time. City staff also noted that the ability to assess the impacts of operational changes (i.e., what-if or scenario analyses) on performance and ability to meet compliance requirements would be critical.

Under this Task Order, Hazen will provide technical support services to advance the City's data visualization and process optimization initiatives. This task order is broken into six major tasks: dataflow development and tag addition, data exploration and cleaning, development of a data visualization tool, real-time process optimization, development of a mechanistic process digital twin, and addition of data-driven optimization features into the process twin (i.e., development of a hybrid model that includes mechanistic as well as data-driven components).

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Task 1. Data Foundation

The primary goal of this task is to ensure that critical analytical and operational data from the PRWRF is securely available in a central SQL data warehouse. Major activities include collaborating with City IT staff to develop secure SCADA and OP10 data export processes, building the data warehouse and necessary data pipelines, identifying and acquiring raw time series data, and creating new calculated time series for process optimization. Work under this task establishes the data foundation and computational environment for subsequent tasks.

Task 1.1: System Connectivity and Data Engineering

The goal of this task is to establish data connectivity, data pipelines, SQL data warehouse, and ancillary data engineering components necessary to provide a foundation for both project analytics and for routine operational use of project-developed tools by the City. While the data warehouse developed under this task will focus on a subset of critical data necessary to optimize plant performance, the overall data framework will be designed for future scalability, such that it may serve as a testbed and starting point for future plant-wide visualization and reporting if desired by the City.

Under this task Hazen will work closely with City IT staff and data stewards to develop secure and repeatable data acquisition processes and to comply with cybersecurity and data governance standards provided by the City upon project initiation. Key activities include:

- Collaborate with plant technical staff to draft a high-level requirements document and proposed data architecture diagram to support discussions with City IT staff. The document will focus on defining core requirements such as user roles and objectives, data sources, data granularity and refresh frequency, data retention and storage, and data accessibility and security.
- Hold up to 5 virtual coordination meetings with City IT staff and data owners.
- Provision a secure workspace within Hazen's Microsoft Azure or Fabric tenant that is dedicated to City of Santa Fe data and applications. This effort will consider opportunities to integrate or leverage existing data handling and reporting processes that are currently operational in Hazen's Azure and Power BI tenants, including a single user endpoint through the Santa Fe BI Application developed by Hazen, automated integration between live and historical data using stored procedures, and one-way data exports to securely obtain data from Santa Fe's operational systems.
- Design and build a semantic model and data warehouse to integrate metadata, raw data, calculated data, and cleaned data. The semantic model will be extensible to integrate model output data and recurring predictive data developed under subsequent tasks. As above, this effort will maximize opportunities to integrate or reuse existing model structures, with the overall goal of delivering a high-performing and low maintenance system.
- Develop a scalable process for managing time series metadata from multiple data sources (with a focus on SCADA and OP10). This includes specifying location and parameter attributes, friendly names, higher-level location and parameter categories, and reference values (e.g. regulatory limits,

operational targets, thresholds). This process will be based on an Excel file, a Microsoft List, or similar compatible technology.

- Support City staff in the development of recurring automated processes for securely exporting data and metadata from the SCADA Historian and the OP10 database to the data warehouse.
- Support City staff in the creation of gateways if needed.
- Ensure compliance with cybersecurity, data governance, and application development standards provided by the City.

Task 1.2: Acquire Raw Time Series Data

The goal of this task is to identify and acquire raw time series data from lab analyses and plant instrumentation that is most valuable for optimizing plant performance. This task involves reviewing metadata from OP10 and SCADA systems, identifying tags, developing queries, configuring data pipelines for recurring data movement, and conducting a one-time export of historical data. The data products created in this task form the data foundation of subsequent modeling and analytical activities.

- Review OP10 and SCADA historian metadata for the purpose of identifying tags or parameters that are most valuable for optimizing plant performance. Metadata shall be provided by the City, or alternately the City shall provide credentials sufficient to access metadata tables.
- Based on metadata review, collaborate with plant technical staff to select up to 20 critical influent and effluent concentrations and secondary process operational data from the OP10 system.
- Based on metadata review, collaborate with plant technical staff to select up to 200 tags critical for process assessment and control from the SCADA historian.
- Populate consistent metadata attributes for the selected raw time series data, including location and parameter attributes, user friendly names, reference values, and other attributes that may be useful in the display layer.
- Develop and deploy a system for managing and storing metadata attributes using Excel, Microsoft List, or similar no-code/low-code technology compatible with the data warehousing environment.
- Develop a script to query the OP10 database and return the desired parameters.
- Develop a script to query the SCADA historian and return the desired tags, aggregated to an hourly timestep. Temporal aggregation method will be tailored to the specific tag (e.g., for some tags an hourly average may be appropriate, while for others an hourly maximum may be appropriate).
- Conduct a one-time manual export of up to 5 years of historical data from SCADA Historian and OP10 database and load the data into the data warehouse. This work is limited to extraction of data from database or historian tables and does not include extraction of data from files.
- Configure, test, and deploy data pipelines and scheduling/orchestration features to establish recurring acquisition of data exported from SCADA and OP10 systems.

Task 1.3: Calculate New Time Series Data

The goal of this task is to develop new calculated time series that are critical for process control, compliance, and optimization. These will include loading rates to processes such as the primary and secondary clarifiers, and secondary process key performance indicators (KPIs) such as total and aerobic solids retention times (SRT and aSRT), RAS rates, WAS rates, chemical usage normalized to forward flow, chemical usage per unit mass of nutrient removal achieved, air usage per unit of BOD/nutrient removal, and energy use per unit flow treated. These calculated time series will be developed for both historical data and for new incoming data as part of the operational system. Key activities include:

- Collaborate with plant technical staff to identify and define up to 50 new calculated time series.
- Develop equations and write scripts to generate new time series data. Scripts will be generated in SQL, Python, or other language consistent with the data warehousing environment.
- Validate script output by comparing summary statistics to expected upper and lower bounds for each parameter.
- Execute the scripts for historical data and store the data in the data warehouse.
- Configure, test, and deploy the scripts to automatically calculate and store new time series data on a recurring basis.
- Populate metadata for new calculated time series, including location and parameter attributes, user friendly names, and reference values.

Task 1 Deliverables:

- Scripts for querying City SCADA Historian and OP10 database
- Cloud-based SQL data warehouse containing up to 5 years of selected historical SCADA and OP10 data
- Scripts and/or data system configurations for recurring acquisition of data exported from SCADA and OP10 systems.
- Scripts for recurring calculation of new calculated time series.
- Metadata table for raw and calculated time series

Task 2. Data Exploration and Cleaning

The goal of this task is to develop data cleaning protocols to ensure that subsequent analytical, modeling, and visualization tools are driven by clean, quality-assured data. The focus will be on a subset of time series critical to model accuracy and performance, including influent flows and concentrations, airflows, sensor data (DO, ammonia), effluent quality, and solids production (primary and WAS sludge per unit flow treated). Data cleaning will be performed for up to 100 time series critical to performance of the models developed under Tasks 5 and 6.

Task 2.1. Initial Data Quality Review

Hazen will review available historical data from the data warehouse (e.g., up to 5 years of hourly data) with the goal of identifying data quality issues. This will involve creating a time series plot in Python for each of the 100 variables of interest. A process engineer (subject matter expert) will review each plot and identify obvious outliers, (e.g., an influent orthophosphate measurement of 100 mg/L when all the other values are below 10 mg/L). Those outliers will be manually removed from the dataset that will later be used for model development. Then, a data scientist will replot the cleaned data. Up to two additional iterations will be performed.

Following the first round of review by the subject matter expert, a more in-depth look at data quality issues will begin. For example, data stagnation may be seen in some measurements like sensors if a basin is taken offline. A measurement that appears to stagnate will be compared to other measurements to verify if this is the product of a basin being offline (e.g., DO readings are zero and airflow stagnates in the same basin, and flow through the other oxidation ditch doubles). This process of data review will identify the issues most frequently encountered in the dataset, including missing data, data out of range, stagnant data, or abrupt changes in the data. The issues identified and catalogued will inform the data cleanup methods employed in Task 2.2.

Task 2.2. Implement Data Cleaning Protocols

Based on the most frequently issues identified in the dataset, Hazen will develop data cleaning protocols for up to 100 time series. Cleaning protocols will be implemented using the Python Pecos algorithm, which identifies a normal range of operating values for each parameter and hence detects outliers; stagnation, missing data, and abrupt changes in values. For the 100 variables in data cleaning, up to a total of 200 custom rules may be implemented for targeted data cleaning. For instance, a stagnant airflow reading would trigger a check to see if the concerned oxidation ditch is out of service so that the airflow for that basin (or zone) can be recorded as zero. Missing hourly data will be replaced with the average value for the week for that same time of day and/or the same instrument reading in a parallel location.

Data cleaning will be executed using Python or similar scripts within the dedicated cloud workspace, and cleaned data will be integrated into the data warehouse. The raw and cleaned data will be maintained as distinct datasets to allow the analyst to visualize and compare raw and cleaned time series in the Power BI dashboard (Task 3).

The cleaned data will be displayed in Power BI and a numerical value assigned to each daily/hourly datapoint of the 100 time series selected. The coded values shall be as follows:

- 0 = good data, no issues found
- 1 = abrupt change
- 3 = data outside of high/low boundary
- 4 = abrupt change + data outside of high/low boundary

- 5 = stagnation
- 7 = missing data
- 8 = stagnation + data outside of high/low boundary

There will be three pages in Power BI dedicated to data cleaning visualization. The first page will display daily data and its coded value for each time series. The second page will do the same for hourly time series. The third page will plot each time series and its low and high boundaries. The duration of the timescale can be varied to have as much or little granularity as desired.

The data cleaning process will be established for near real-time cleaning through Power BI and Python scripting. The data cleaning scripts will be employed for three months on a trial basis. During this time, staff should review the results and provide comments at the conclusion of the trial. At the end of the trial period, the scripts will be finalized. It is anticipated that up to 20 rule modifications will be implemented based on feedback from City staff.

Task 2 Deliverables:

- Cleaned historical data for up to 100 time series, stored in the data warehouse as distinct time series and available for visualization in the Power BI dashboard.
- Data cleaning and filling scripts that will be implemented in near-real time on a daily/hourly basis, as specified for each of the 100 time series.

Task 3. Data Visualization Tool

The goal of this task is to develop a comprehensive visualization and reporting tool for near real-time assessment of PRWRF performance and process health. The tool will allow City staff to visualize observed data (Tasks 1 and 2), and mechanistic model-predicted data from Task 5 when used with Process Advisor results (Task 6). The overall objective is to enhance situational awareness and integrate data-driven process analytics with operator experience. Note that the Task 5 deliverable is a stand-alone web application that represents the physical layout of the PRWRF, which is separate from the Power BI tool discussed to this point.

The tool will be deployed in Hazen's tenant within Microsoft's Power BI web service and updated at an approximately hourly cadence. The refresh schedule may be further fine-tuned to optimize delivery and usage within the constraints of the Power BI web service. City team members will access the tool via desktop, tablet, or mobile devices.

Task 3.1. Develop Power BI Architecture

The goal of this task is to design, build, and deploy the core Power BI architecture necessary to deliver interactive Power BI dashboards to the end user. A robust backend and semantic model are essential for functionality and scalability as data and components are added to the system. Key activities include:

- Configure a Power BI semantic model and dataflows to integrate data and metadata from the data warehouse. Design shall consider import, direct query, composite, or other options as appropriate based on data volumes and analytical needs.
- Enrich core data and metadata tables with a master calendar table plus ancillary helper tables as needed.
- Set up a Power BI workspace for access by City and Hazen team members, and publish the Power BI report to the workspace
- Establish data refresh schedules to update dashboards with SCADA and OP10 data and calculated time series data regularly. Coordinate with end users to determine an appropriate refresh interval.

Task 3.2. Develop Observed Data Pages

The goal of this task is to create interactive dashboard pages that allow modelers, process engineers, and operations staff to easily review and analyze PRWRF operations and process performance data. The pages will be designed to meet multiple different end-user needs, including data inventory, data quality review, near-real-time process status, historical trending, and detailed process performance comparing against targets and historical benchmarks.

Observed data pages developed under this task will include at a minimum:

- Data Inventory: View all tags in the dataset and summary statistics for each tag (e.g., number of data points, min, max, avg, date range)
- Data Gaps: Highlight missing data. Note extended missing data periods will not be filled in using the Pecos algorithm described earlier. That is for short-duration events spanning a few hours or 1 - 2 days depending on the granularity of the data received.
- Single-Tag Data Navigator: Visualize time series data for any single tag. Assess daily, weekly, monthly, yearly, and seasonal trends, view percentile plots, compare year-on-year and month-on-month averages. Compare historical and current values against targets, benchmarks, limits, or other reference values.
- Single-Tag Data QC: Visualize raw versus cleaned time series data for any single tag.
- Multi-Tag Data Navigator: Plot and visualize multiple tags together, with percentile distributions and tabulated summaries of averages, minimums, maximums, and key percentiles. Plotting pages will leverage the capabilities of native Power BI visualizations; custom-coded visualizations are not included in this task.
- Correlation Analysis: Perform simple correlation analysis on selected tags, displaying results as a heatmap or scatter plot.

In addition, up to 5 custom pages will be developed to serve specific purposes and highlight selected metrics of interest to plant process and operational staff. These pages will be tailored to display plant-wide or process-specific metrics that are frequently reviewed or required by operations staff to make

decisions. The custom pages will provide a clear and concise overview of specific processes or topic areas, making it easier for staff to monitor and analyze important key aspects of their operation. As an example, custom pages might include:

- Interactive process flow diagram (PFD): An interactive PFD can be developed which displays the latest values of critical metrics adjacent to the relevant unit process or process areas. Additionally, tooltips can be provided, which allow users to hover over displayed metrics to get additional statistics for that tag.
- Nutrient Removal Performance: Dedicated pages for the removal efficiency of specific nutrients or species, including metrics like effluent concentrations, nutrient removal per pound of chemical used, and efficiency of bio-P or denitrification.
- Secondary Process Configuration: Highlights the set-up of the secondary process and the resultant effluent quality, displaying metrics like current MLSS, wasting rates, number of oxidation ditches in service, SRT, DO concentrations and oxidation ditch or secondary effluent ammonia.
- Energy Consumption: Focuses on energy use in the treatment process comparing the latest overall energy use to historical consumption. Metrics like energy use normalized to forward flow or blower energy use per pound of oxygen required are highlighted.
- Historical data sorter: Allows sorting of operational data by influent load, flow, and temperature, enabling staff to identify operationally similar days and conduct data-driven what-if analyses. This page can be updated to include the scoring algorithm (Task 6) to help operations staff identify high-performing decisions.

These pages will be developed through an interactive process that includes:

- Needs Assessment: Hazen meets with City staff to identify overall concepts, key questions, and specific requirements. This involves a 2-hour virtual workshop and up to 10 hours of individual interviews.
- Draft Development: Based on City feedback Hazen will develop up to 5 custom pages plus associated metrics.
- User Testing: Deploy draft pages for 1-2 weeks, allowing City staff to use and provide feedback.
- Feedback Collection: City staff provide prioritized feedback in a 1-hour comments virtual meeting or a document synthesizing feedback from multiple users.
- Revisions: Hazen addresses feasible comments within identified task budget limits and tracks remaining items.
- Final Deployment: Hazen deploys the final versions of the custom pages after City staff verify that comments were satisfactorily addressed.

Task 3.3. Develop Model Input/Output Pages

The goal of this task is to develop interactive dashboard pages for reviewing input and output data for the various models that comprise the overall Process Advisor Tool, including the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool. These pages will be geared for use by system

administrators, modelers, and analysts, and are focused on model data QC, model verification, model performance evaluation, and ad hoc plotting/tabulation.

The measures and semantic model updates developed under this task will establish the foundation for additional dashboard pages in Task 3.4, which will be geared for use by plant engineers and staff focusing on process performance and operator guidance.

Key activities include:

- Configure the Power BI semantic model and dataflows to integrate input and output data from the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool.
- Configure the semantic model to store and handle multiple different model realizations, such that users can examine model predictions over time (e.g., visualize output from today's model simulations as well as those executed last month).
- Configure the semantic model and associated metadata tables to allow easy comparison between observed and model-predicted values (e.g. compare observed vs predicted influent TN load, or observed vs predicted values).
- Create measures and dashboard pages for interactively displaying model inputs and outputs. These pages will be geared toward model data QC, model verification, model performance examination, and ad hoc plotting/tabulation.

Task 3.4. Develop Operational Guidance Pages

The goal of this task is to develop interactive dashboard pages for reviewing operational guidance provided by the various models that comprise the overall Process Advisor Tool, including the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool. These pages will be geared for use by plant operations staff and will feature integration of observations, predictions, and recommendations.

Up to 3 custom Operational Guidance Pages will be developed under this task. As an example, custom pages might include:

- Influent Load Predictions: Visualize predicted influent flow and load parameters for the next 24 hours. This page will help operators anticipate and prepare for varying influent conditions, incorporating model predictions and historical trends.
- Process Performance Indicators: Display key performance indicators (KPIs) such as SRT, MLSS, DO concentrations, and effluent quality metrics. This page will integrate model predictions and real-time data to provide a comprehensive overview of process performance.
- Optimization Recommendations: Present recommended operational setpoints for parameters like airflow, DO/aeration setpoints, wasting rates, and internal recycle rates. This page will integrate outputs from the Optimization Tool to guide operators in achieving optimal process performance.

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Development of the pages will be similar to the custom page development process described above.

Task 3 Deliverables:

- A Power BI application containing one or more reports with multiple pages for interactive visualization of observed and model-predicted operational and process control data.
- Documentation, comprising a high-level PowerPoint presentation summarizing Power BI dataflows; an Excel-based data dictionary; and explanatory technical notes embedded within the Power BI application as comments, tooltips or metadata.
- Up to 8 hours of in-person and/or virtual training in usage of the Power BI tool.
- 40 hours of post-acceptance follow-on support for up to one year beyond delivery of the tools.

Task 4. Evaluate Real-Time Process Control Strategies

The ability to incorporate existing and/or new online analyzers into control strategies will be evaluated since this can provide immediate operational benefit. Up to three control strategies will be evaluated including but not limited to:

- Ammonia-based aeration control to optimize nitrification and denitrification simultaneously
- Automated aerobic SRT control to maintain nitrification as a load and temperature changes
- Nitrate-paced internal recycle to optimize energy and denitrification capacity
- Orthophosphate-paced metal salt addition to optimize cost, energy, and nutrient removal
- Live state point analysis tool to assess secondary clarifier capacity

In addition, the value of primary effluent COD and ammonia measurements will be evaluated as optional input to the holistic optimization modules described later.

The result of this task will be a presentation and a ten-page memorandum outlining the operational control strategy, capital cost estimates associated with implementation (equipment purchase, installation, and integration services), and a qualitative description of the programming logic. Examples of these programs used successfully at other WRFs will be presented as well. The memorandum is not a functional control description suitable for programming by an integrator, nor does it include any process modeling required for site-specific automated aerobic SRT control. That level of detail could be provided in future contracts.

Since no prior design work has been implemented at the PRWRF by Hazen, cost estimates will be order of magnitude and assume that power sources and wire and conduit pathways are available at the desired locations. This task does not include a detailed electrical evaluation.

Task 4 Deliverables:

- Virtual presentation and a ten-page memorandum outlining the operational control strategy, capital cost estimates associated with implementation (equipment purchase, installation, and integration services), and a qualitative description of the programming logic.

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Task 5. Develop Mechanistic Process Digital Twin (Process Model)

Mechanistic wastewater process models developed using commercial simulators (such as BioWin, GPS-X, or SUMO) are often employed for wastewater treatment facility design or process optimization planning. These models are complex and require detailed user training, limiting the number of staff who can run or modify simulations. Process advisory digital twins help overcome this operational barrier by expanding the number of staff who can leverage the model. The goal of this task is to create a mechanistic process digital twin to enhance the operational capabilities and process understanding of PRWRF staff.

The process digital twin and optimization toolkit (including the data-driven additions from Task 6) will be hosted by Hazen as a web application. The City will be responsible for hosting fees required to ensure full-time availability of the tool for City staff. Hazen will provide an estimate of these routine pass-through cloud service hosting fees to ensure transparency and accurate budgeting for the City.

Task 5.1. Develop Mechanistic Process Model

The mechanistic process model for the facility will be initially developed in BioWin under and existing scope task. Process model development will be based on historical operational data plus plantwide process sampling data collected from June 18 – 26, 2024.

The process model will be calibrated using a selection of plant data (to be determined by subject matter experts based on observed plant operational metrics and mass balances over different time periods) and validated against data from a different time period. Further context on process model development can be found in the scope outlining PRWRF Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745, provided by Hazen to the City on March 18, 2024.

Under this scope, an uncalibrated SUMO model of the PRWRF will be developed. SUMO is proposed to leverage their advanced and well-documented digital twin API packages for live data integration and equipment control. An uncalibrated SUMO model will be deployed initially and later replaced with a calibrated model when the calibrated BioWin model is complete. A comparison of the BioWin calibrated model and SUMO calibrated model results will be developed to verify the models are equivalent.

Task 5.2. Build Web Interface for Mechanistic Process Twin

A web application wrapping the SUMO mechanistic process model will be developed and deployed for PRWRF staff. Users will be able to change influent characteristics and operational parameters (e.g., basins or units in service, DO concentrations, RAS and WAS rates) to visualize process impacts. This version of the process model will not have any connection with the live data and is intended as a training tool to facilitate PRWRF staff understanding of treatment concepts, and view the impacts of operating the process in different ways on performance and effluent quality.

In addition to specifying influent characteristics and operational parameters, users will select the number of primary and secondary clarifiers in service and specify SVI. Historical primary clarifier performance

(percent TSS removal as a function of units in service and hydraulic loading rate) will be analyzed to develop a linear relationship between either units in service, and/or hydraulic loading rate and percent TSS removal. This relationship will then be hard coded into the web application. Secondary clarifier performance will be coded using known relationships between SVI, which the user will specify, and Vo and K, the downward settling velocity and compaction coefficient, respectively, commonly used to model sludge settling mechanistically.

As a web-based application, the mechanistic process digital twin will be able to be accessed by up to three staff via a web browser (e.g. Microsoft Edge) from desktop computers running Windows 10 or later. Facility operators will be able to utilize the tool to develop and test their ideas for optimization and/or learn from mistakes with no effect on actual plant operations.

Building the web application involves creating an interactive homepage, that is an aerial image of the plant, with a customized set of key inputs and outputs, such as process MLSS, wasting rates and effluent nutrient concentration levels, which will help the user visualize the facility's performance, relative to the permit limits. There will also be a second screen to focus on the secondary process configuration, so users can better evaluate the treatment process to ensure regulatory compliance. The second screen includes a graph that shows DO, ammonia, nitrate, nitrite, and orthophosphate concentrations along the length of the oxidation ditches.

The web application will be introduced to PRWRF staff through a 2-hour virtual training meeting, which will be recorded for future use. Introductory training materials will be presented in PowerPoint, and then the web application will be demonstrated.

Task 5.3. Add Gamified User Interface for Operator Training

Hazen will add "gamified" features to the web application that will allow operators to create their own profile and avatar, and keep track of their high score simulation. Up to ten unique profiles will be supported. As operators interact with the tool from Task 5.2, they will be able to change treatment process variables and see the impact on process settings (such as the impacts of changing MLSS and wasting rates on the SRT), process performance (such as effluent quality and nutrient profiles), process efficiency (such as chemical use and energy use per unit flow treated) and solids generation (i.e., primary solids and WAS generated per unit flow treated). The game score will be determined by the scoring algorithm developed in Task 6.

The gamified user interface is expected to increase operator engagement with the process model and allow them to easily interact and extract valuable insights from mechanistic process models, which are typically not intuitive or user-friendly and have a steep learning curve. There will be some limitations to this as SVI is specified by the modeler and not predicted based on mechanistic equations in SUMO. Therefore, that portion of the score would have to be determined by the user-entered value.

Task 5.4 Replace Uncalibrated Model With Calibrated Model

When the BioWin model has been calibrated, the SUMO model will also be adjusted to match the performance of the BioWin model. The results of this conversion and verification will be presented to

City staff in a virtual meeting. Then, the uncalibrated SUMO model in the mechanistic digital twin will be replaced by the calibrated version, resulting in more accurate and representative predictions.

Task 5.5 Review Process Model

Approximately two months after deployment of the calibrated model, a virtual meeting with key stakeholders will be held to obtain operator feedback. Approximately 40 hours of additional development time will be included for operational enhancements to make the tool more useful.

Task 5 Deliverables:

- Uncalibrated SUMO model.
- Mechanistic process digital twin tool hosted by Hazen as a web-application. The web app will be geared for what-if process simulation and operator training with gamified features to promote engagement.
- Calibrated SUMO model.
- A presentation of the SUMO model calibration compared to the BioWin calibration.
- A two-hour recorded training course on using the process model.
- A follow-up virtual meeting 2 months after delivery to discuss user engagement and opportunities for improvement. 40 development hours are included in this scope.

Task 6. Process Advisor Tool

The goal of this task will be to build a Process Advisor Tool. The Process Advisor Tool includes an Influent Flow and Load Prediction Model, the mechanistic Process Model from Task 5, an equipment Setpoint Model, developed in this task, and development of an optimization algorithm and Optimization Tool to balance competing objectives in secondary treatment. This tool will take the mechanistic model from an offline training tool to a near real-time process advisory tool to guide operation of the secondary treatment system. The output of the tool will be hourly recommendations for airflow, DO/aeration setpoints, wasting rates, internal recycle rates and return activated sludge flow rates, and predicted energy and chemical consumption, SVI, and effluent quality. The following tasks are envisioned to develop the Process Advisor that leverages both mechanistic and data-driven components.

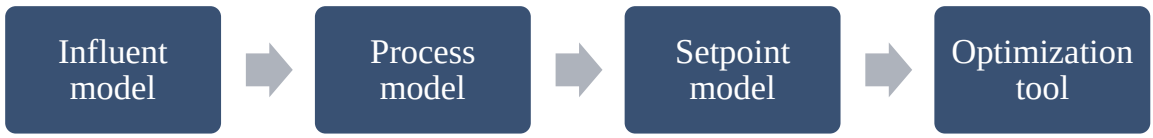
The first step in real-time system optimization is knowing what flow and loads are entering the PRWRF. While the process model in Task 5 is invaluable as a training tool, it is not linked to live data and does not know the influent conditions entering the PRWRF. Those conditions will be predicted using a data-driven model.

A data-driven Operational Setpoint Model is recommended to address three issues that mechanistic models alone cannot solve. First, mechanistic models don’t always represent real-world conditions accurately. They are simplifications of a more complex environmental system. Second, mechanistic

models often cannot directly incorporate live sensor data, which is also one of the most valuable indicators of real-world conditions. For example, the PRWRF has ammonia sensors near the end of the aerobic zone in the oxidation ditches. However, neither SUMO nor BioWin allows the user to specify the ammonia concentration at a given location in the process, this can only be specified on the influent. Therefore, it is not possible to use the sensor data in the process model directly. Third, mechanistic models to predict sludge settling properties from easily and routinely measured wastewater variables do not exist. Given that SVI is critically linked to secondary treatment capacity, some site-specific understanding of factors contributing to good/poor settling should be incorporated into operational decision making and optimization.

To address these limitations and gaps, a more robust representation of the system using a hybrid model that incorporates the mechanistic (SUMO) model and data-driven models of unknowns is recommended. Here, unknowns are things we would like to be able to predict like effluent ammonia, nitrate, orthophosphate, chemical feed quantities, energy use, SVI, and suggested internal flow rates like WAS, RAS, and nitrified recycle.

Before describing the tasks involved in this hybrid model development (Process Advisor Tool), it is important to understand the overall workflow and how the Process Model from Task 5 fits in. A flow diagram of the various components of the Process Advisor is shown in the figure below.



1. Influent Model (Task 6.1)

    a. Data-driven models will predict influent flow and load for the following day. This operation will run once a day around 10 pm.

    b. That average daily value for each parameter (flow, BOD concentration, etc.) will be converted to an hourly flow/concentration value using known diurnal flow and loading curves for PRWRF starting with midnight the following day, and running 12 am to 11 pm.

2. Process Model (Task 5)

    a. A dynamic 24-hour simulation using the Process Model will then ensue. The Process Model will emulate the operational control strategies used at the PRWRF. For example, if air is added to maintain a specific DO setpoint, that same approach will be modeled in SUMO.

b. Outputs such as energy and chemicals used and effluent characteristics from the Process Model will then become inputs to a data-driven model (the Setpoint Model).

c. This dynamic model will run from approximately 10:30 pm to 11:30 pm the night before the day it predicts values for.

3. Setpoint Model (Task 6.2). This data-driven model will run once an hour starting at midnight. Additional inputs to the data-driven model will include live sensor data.

    a. The Setpoint Model will recommend equipment setpoints for internal plant flows, DO, and airflow.

    b. The Setpoint Model will also predict effluent quality, energy and chemical use along with SVI.

    c. Optimization Tool (Task 6.3)

        i. A scoring algorithm that assigns targets, weights, and penalties to key variables will be developed. It is envisioned that this algorithm will include up to 8 variables: effluent ammonia, nitrate, total nitrogen, total phosphorus, and organic nitrogen; SVI, energy use for secondary treatment, and alum use.

        ii. An optimization algorithm will be applied to the scoring algorithm to maximize a daily score.

        iii. Each hour, a Python script will trigger the optimization algorithm to run the Setpoint Model iteratively to find an optimal operating strategy for the existing conditions.

        iv. The resulting variable values from the highest scoring algorithm will be returned hourly and displayed as a recommendation in the Power BI visualization tool (Task 3).

Task 6.1. Develop Influent Flow and Load Prediction Model

Hazen will perform exploratory data analysis to determine the most relevant variables for predicting influent flow and loading (COD, BOD, ISS, TKN, ammonia, TP). This step includes adding variables to the dataset to account for time lags in the system. Additional variables will be added and/or created as needed to predict hourly flows for the next 24-hours such as forecasted rainfall and streamflow. These influent flow and load predictions will be used as inputs to the mechanistic model. The mechanistic model will also receive information originating in SCADA (via a secure route established in Tasks 1-3) to specify the number of primary and secondary clarifiers in service, and the SVI from real data.

Up to eight algorithms will be developed to predict the following:

1. Average daily COD and BOD concentration today as a function of past values taking into account expected delays in laboratory data. If BOD is more accurate, COD (needed for the mechanistic model) will be estimated using the predicted BOD value and a fixed COD:BOD ratio. COD and BOD will be modeled as two separate variables, since they are expected to be predicted using distinct sets of predictor variables.
2. Average daily TSS concentration today as a function of past values. This will be converted to ISS (needed for the mechanistic model) using a fixed VSS:TSS influent ratio.
3. Average daily TKN and ammonia concentration today as a function of past values taking into account expected delays in laboratory data. If ammonia is more accurate, TKN (needed for the mechanistic model) will be estimated using the predicted ammonia value and a fixed ammonia:TKN ratio. Ammonia and TKN are being counted as two separate variables, since there may be differences in the approaches utilized to predict each of them.
4. Average daily TP concentration today as a function of past values.
5. Average daily Alkalinity concentration today as a function of past values.
6. Average daily influent flow.

The accuracy of these models and prediction approach will be considered to determine which models and approaches are best suited for deployment. For example, if the accuracy of the TKN model is poor but BOD is high, then TKN could be estimated from the BOD estimate and an average BOD:TKN ratio from historical data. It is assumed that a normalized diurnal flow and loading curve will be used to convert the daily average values to hourly values. For wet weather flow predictions, a more sophisticated predictive model could be developed under another scope. For this exercise, a simplification will be made to identify above average daily influent flow predictions as “wet weather,” and replace the normalized diurnal flow pattern with one wet weather hydrograph of the City’s choosing.

Task 6.2. Develop Operational Setpoint Model

Hazen will perform exploratory data analysis to determine the most relevant variables for predicting 16 operational setpoints and/or effluent parameters one hour in the future including but not limited to effluent ammonia, nitrate, organic nitrogen, and TP; and SVI, alum use, energy use for secondary aeration, RAS flow, internal recycle flow, DO setpoints, and airflow setpoints. This step includes adding variables to the dataset to account for time lags in the system. Outputs from the mechanistic model will also serve as inputs to this model. One Python model with up to sixteen outputs will be developed.

The accuracy of the Setpoint Model at predicting each output value will be presented and assessed. If a desired target is not accurately predicted, additional variables will be added and attempts will be made to optimize the accuracy of the model. A reasonable degree of accuracy is an R^2 value of approximately 0.7, but this may be adjusted depending on the mean absolute error relative to the average value of each parameter. Up to three iterations of model refinement to improve accuracy will be attempted. Variables with poor predictive accuracy will not be deployed in the final model.

It is anticipated that the XGBoost model will be utilized for this project. For simplification, each model will have the same independent variables weighted differently.

Hazen

Model quality and accuracy will also be evaluated using subject matter expertise, feature importance tables, and SHAP plots, which seek to explain the most important variables in each model and their directionality on the predicted variable. This is to verify that the logic in the model is appropriate.

Task 6.3. Create Scoring Algorithm and Optimization Tool

Scoring Algorithm. A scoring algorithm will be developed and deployed for assessing current performance (as part of Task 3) and identifying potential optimization solutions to provide actionable insights to plant operations staff (as part of Task 6). This algorithm will incorporate competing goals and appropriately weigh the outcomes. Hazen will solicit feedback from the City of Santa Fe to assign weights to different process goals, such as effluent ammonia, effluent phosphorus, chemical use, energy use, etc.

An example scoring algorithm for another facility is shown below.

Parameter	Average	Target	Weight
Effluent Ammonia (mg/L)	0.08	0.1	5
Effluent Nitrate (mg/L)	0.9	1.0	0.8
Effluent TP (mg/L)	1.3	1.4	1.2
Effluent Organic Nitrogen	0.9	0.9	0.5
SVI (mL/g)	83	90	0.004
Blower Energy (kW)	1508	1300	0.000003
Alum (gpd)	765	700	0.00001
Methanol (gpd)	842	485	0.00005

Three example values and point scores are shown below. In Example 3, the nitrification points are assigned as follows: (target – value)^2 x weight = (0.1-0.08)^2*5 = 0.002. This approach, developed with a holistic approach to treatment, allows the value of various treatment components like nitrification, denitrification, phosphorus removal, and settling properties to be compared with a single score.

Example	Ammonia	Nitrate	TP	SVI	Blower Energy	Alum	Methanol	Organic N
1	0.4	1.5	1.6	110	2000	1000	1200	1.1
2	0.2	1.1	1.5	100	1500	850	720	1
3	0.08	0.8	0.6	80	1000	400	400	0.8

Example	Nitrification Points	Nitrate Points	TP Points	SVI points	Energy Points	Alum Score	Methanol Score	Organic N Score	Total Score
1	-0.4500	-0.4000	-0.2400	-1.6000	-1.4700	-0.0030	-0.0036	-0.1000	-4.3
2	-0.0500	-0.0800	-0.1200	-0.4000	-0.1200	-0.0015	-0.0012	-0.0500	-0.8
3	0.0020	0.1600	0.9600	0.0400	0.0009	0.0030	0.0004	0.0500	1.2

The weights assigned to the competing goals will be tailored specifically to the PRWRF. The algorithm will assign points (or rewards) or penalties based on whether the process meets the treatment goals and the degree to which those goals are being met, exceeded, or unmet. Up to two versions of the weights can be programmed, for examples if there is a seasonal component to account for differences in seasonal permit limits or fundamental seasonal changes in operational paradigms, or to represent two operational philosophies—one that weighs regulatory compliance without regard for cost, and a second that incorporates energy and cost savings.

This scoring algorithm will be used to assess the current performance of the process alongside the visualization tool in Task 3. It can also be applied to past data where all required information is available. This historical data can be searched and filtered to identify days similar to the present to see how past performance was scored, giving the operator access to the operational setpoints that led to the best and worst outcomes in the past to aid in decision-making. Ultimately, it will be integrated with the completed hybrid (mechanistic + data-driven) tool developed in Task 6, which will automate the process. However, it will be available to operators sooner in a manual, data-driven historical data search format under Task 3.

Optimization Tool. The Optimization Tool involves writing a Python script that will trigger the optimization algorithm to run the Setpoint Model iteratively to find an optimal operating strategy for the existing conditions. This will happen each hour. The optimization algorithm will allow effluent variables to vary within an acceptable range (e.g., ammonia between 0.05 mg/L and 0.3 mg/) while predicting the behavior of the other variables in the optimization algorithm until a maximum score is achieved. The resulting variable values from the highest scoring algorithm will be returned hourly to the display layer in the Power BI visualization in Task 3 as a recommendation.

A Python script will also record the same values of those operational variables alongside the recommendation, so that after six months the recommendations can be compared with actions. The goal is to see how much the two programs are alike and different, and to build trust in this control strategy. Those two variables can be visualized side-by-side in the Power BI visual provided as Part of Task 3. The point is to build a database of advisory guidance to compare to actual control strategies. In this scope, the recommendations will never advance beyond an advisory tool, but if PRWRF staff like the results and trust the results, these recommendations could be integrated into a control strategy at an additional cost.

Task 6.4. Deploy Process Advisor Tool

Both the mechanistic and data-driven models need to be deployed in a digital cloud environment as a workflow. This includes the Influent Model, the Process Model, and the Operational Setpoint Model. As stated earlier, the Influent Model will run once a day at a fixed time, while the other two will run hourly in a sequence. This workflow also involves obtaining other necessary information from SCADA for the Process and Operational Setpoint Models such as the number of primary and secondary clarifiers in service, instrumentation data, the number of basins in service, etc.

The SQL data foundation (Task 1) will be leveraged to securely prepare the required inputs and store the outputs from each model in the sequence. SQL, Python, PowerQuery and/or other scripts will be used to move this information through the workflow. The following views in SQL are expected:

- Prepared data for influent models (8 views updated daily)
- Hourly diurnal flow and load curves for COD/BOD, TKN, TP, TSS, flow, and alkalinity (6 views that do not need to be updated)
- Output from mechanistic model (1 view updated daily)
- Prepared data input for Setpoint Model (1 view updated hourly)
- Output from Setpoint Model (1 view updated hourly)

This will be a Hazen-hosted Azure environment that will display the recommended operating points to the City via the Power BI dashboard (Task 3). This workflow is expected to take up to two hours to complete daily. Hosting fees will be estimated during the course of the project and communicated to the City. While there are no markups, the fees will be an ongoing expense for the City. Success of this step is predicated upon being able to obtain the proper data connectivity linkages described earlier in the scope.

Task 6.5. Documentation and Training

Hazen will develop a 20-page memorandum documenting the model development and deployment process. An appendix will contain a figure showing the accuracy of each data-driven model on a scatter plot of predicted versus observed values, a feature importance plot, and a SHapley Additive exPlanations (SHAP) plot. This single page document of each model will visually convey its accuracy and the importance and directionality of the independent variables.

Each step of the workflow (Influent Model, automated running of the Process Model, and the Setpoint Model) will be tested and the results shared with the City. Each step will be operated in a test mode and monitored for 30 days by Hazen staff, which will review the results on a weekly basis. During this time period, City staff will also have access to the visualization of results. Following the 30-day test, a virtual meeting will be held to discuss any feedback. Approximately 40 hours of additional development work are allocated for any modifications, and upon completion, the model will be considered complete.

A two-hour virtual training presentation will be held and recorded for PRWRF staff. This presentation will review the content of the technical memorandum and walk users through how to view the results of the models in the Power BI platform. An additional 40 hours of maintenance work to be allocated over the following 6 months are also included. Any additional effort beyond that will require a new scope and fee.

Task 6 Deliverables:

- Three additional Power BI pages displaying the recommendations from Process Advisor Tool.
- Azure workflow to sequentially run models and store model outputs.
- Scoring algorithm to enable assessment of current process performance and operate the Optimization Tool.

- 20-page technical memorandum.

Task 7**.** Data-Driven E. coli Model

PRWRF staff may wish to explore additional data-driven modeling outside of secondary treatment and the Process Advisor workflow. This scope item is included to account for one additional data-driven model, which can be developed and deployed as part of Task 3 (alongside the Task 6 deployment of the Process Advisor tool). It is anticipated that the City would like to develop a model to predict E.coli values one day in advance.

The technical approach will be similar to the influent concentration and load model development in Task 6.1. However, it is included separately from Task 6 because the outputs of the models developed under Task 6 could potentially be used as input variables for this model, and it is also anticipated that this model will utilize different independent variables from the models in Task 6, necessitating additional effort. The model in this task is anticipated to include other variables such as secondary effluent characteristics, which would not be appropriate to include in the influent model prediction and a downstream measurement cannot predict an upstream value.

The accuracy of this model will be evaluated using the same approaches described in Task 6. If acceptable accuracy is achieved, this model will be deployed alongside the Process Advisor Tool in Task 6.

A 10-page technical memorandum summarizing the development of this model will be provided. A two-hour virtual training session with City staff will be included and recorded to summarize the model development and document the functionality of the tool and its intended use.

Task 7 Deliverables:

- One additional Power BI page displaying the E. Coli predicted value for the following day.
- Azure workflow to sequentially run models and store model outputs.
- A 10-page technical memorandum summarizing the development of this model.
- 2-hour virtual training workshop.

Meetings

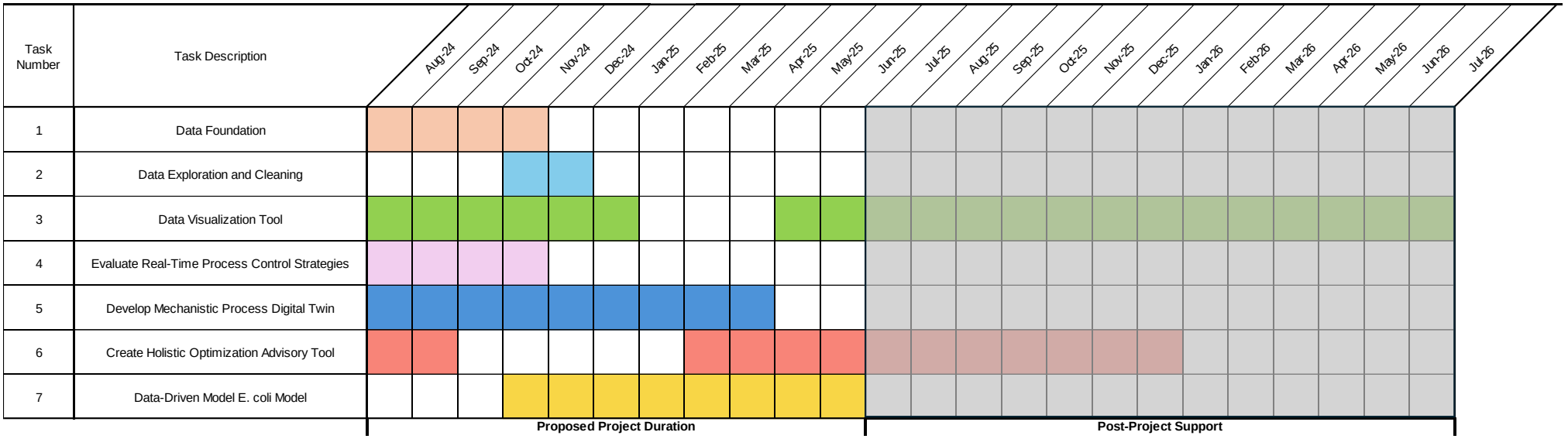
As described above, Hazen will host six (6) virtual progress meetings and three (3) virtual workshops during the course of this task order. The progress meetings will be aimed at providing progress updates to the City as well as soliciting necessary feedback from the City on forthcoming deliverables. The workshops will focus on process staff and operator training in using the mechanistic process digital twin initially, and the Process Advisor Tool ultimately. While the exact agenda for the meetings may be modified in accordance with tool status or priorities for discussion or feedback, the meetings and workshops are broadly expected to cover the following:

Virtual Meeting / Workshop Number	Associated Tasks	Broad Meeting / Workshop Topic
Meeting 1 (May be up to 5 meetings 1.1, 1.2, 1.3, 1.4, 1.5)	1	Meeting with IT or Other City Staff as Needed for Data Sharing, Access and Continuous Updates
Meeting 2	2	Meeting to Review Data Flow and Data Cleaning Efforts
Workshop 1	3	Review General Data Visualization Tool (Power BI) and Gain Feedback for Finalization of Custom Pages
Meeting 3	3	Meeting to Solicit City Inputs on Operational Guidance Pages
Meeting 4	4	Meeting to Review Control Strategies
Meeting 5	5	Meeting to Train PRWRF Staff on Process Twin Web Application
Meeting 6	5	Meeting to Obtain Operator Feedback on Calibrated Twin
Workshop 2	6	Workshop to Review Final Tools (Power BI and Web-App) with City
Workshop 3	7	Progress Workshop for Data-Driven E.coli Modeling and Integration into Tools

Schedule

The figure on the following page provides a summary of the timeline for the proposed tasks. The timeline provided here assumes the completion of Task 1.1 as Time “Zero”, i.e., the timeline of months provided in the figure below is contingent upon the completion of the data warehouse set-up

Hazen


Task Number
Task Description
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
1
Data Foundation
2
Data Exploration and Cleaning
3
Data Visualization Tool
4
Evaluate Real-Time Process Control Strategies
5
Develop Mechanistic Process Digital Twin
6
Create Holistic Optimization Advisory Tool
7
Data-Driven Model E. coli Model
Proposed Project Duration
Post-Project Support

Assumptions

1. For the data-driven modeling portion, at least 3 years of historical daily influent and effluent flow and concentration data for predicted parameters is available for analysis. Daily E. coli measurements and secondary effluent quality data are required for Task 7.

2. For the data-driven modeling portion, at least 6 months and preferably longer of historical hourly operational and flow data for predicted parameters is available for analysis. This includes but is not limited to DO analyzer readings, airflow measurements, blower/aerator energy use, SVI (daily is okay), nutrient analyzer readings, RAS flow, influent flow, WAS flow, and internal recycle flow. This time period must overlap with the above.

3. Microsoft Azure shall be the Cloud-based environment for digital tool deployments.

4. Santa Fe will access all deployments through HazenCloud, which is a Hazen-hosted Azure space. Hazen issues credentials to individual users and organizations.

5. Data acquisitions and connections can be made within two months (Task 1.1). If this timeline is not possible, the rest of the schedule will need to be adjusted accordingly.

Budget

The proposed not-to-exceed budget to provide the services described herein is $1,120,550. However, the $144,852 remaining in the budget for Task 700 – Digital Twin has been applied as a credit to result in a budget authorization request of $993,892.

Attachment 1 provides a budget breakdown for Task 1 – 7. All work will be performed on a time and materials basis. Labor will be billed using categorical rates. Expenses may include reimbursable mileage, airfare, lodging, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Hazen

Attachment 1: Proposed Budget

		Total	Fee		
Task	Description	Hours	Labor	Expense	Total
1	Data Foundation	716	$143,187		$143,187
2	Data Exploration and Cleaning	324	$73,591		$73,591
3	Data Visualization Tool	673	$124,844	$1,000	$125,844
4	Evaluate Real-Time Process Control Strategies	232	$54,450		$54,450
5	Develop Mechanistic Process Digital Twin	992	$263,499	$2,000	$265,499
6	Create Holistic Optimization Advisory Tool	1700	$389,567	$2,400	$391,967
7	Data Driven E. coli Model	275	$66,011		$66,011
	Credit for Budget Remaining in Task 700		($144,852)		($144,852)
	Subtotal Including Credit				$975,698
	NMGRT (8.1875% of Labor)			$18,193	$18,193
	TOTAL	4,912	$970,298	$23,593	$993,892

Hazen

City of Santa Fe, NM
Paseo Real WRF Onsite Operational Support
Scope of Work

1. Project Understanding

The City of Santa Fe (the City) has requested a scope from Hazen and Sawyer (Hazen) to provide onsite operational support at the Paseo Real Water Reclamation Facility (PRWRF). The City has requested full-time support for two months followed by part-time support for the remaining duration of Hazen's contract scheduled to end on September 30, 2026.

2. Personnel

Hazen and Sawyer proposes the following staff for this assignment:

- Tom Pfiester – Grade A Wastewater Treatment Operator licensed in Texas and Florida with 21 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Pfiester most recently served as Assistant Director of Wastewater Operations for Miami-Dade County.

- TJ Lynch – Grade IV Wastewater Treatment Operator licensed in North Carolina and Virginia with 31 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Lynch most recently served as Assistant Director of Raleigh Water.

- Charlie Leder – Level 4 Wastewater Treatment Operator licensed in New Mexico with 47 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Leder most recently served as Manager of Plant Operations for the Albuquerque Bernalillo County Water Utility Authority.

3. Scope of Services

Hazen staff will serve as an extension of the City's staff to support the operation of PRWRF. Hazen staff will provide the following services while stationed at the PRWRF:

- Regularly meet with City staff to assess operational challenges and goals.
- Review and reinforce PRWRF operational and regulatory requirements with City staff.
- Provide suggestions to improve plant operations and treatment efficacy.
- Provide hands-on troubleshooting support.
- Help develop Standard Operating Procedures (SOPs) and other operational guidelines.
- Coordinate with other Hazen staff to keep them apprised of onsite activities and new developments.

4. Schedule

The budget is based on the following schedule assumptions.

- Mr. Pfiester will be stationed at PRWRF full-time July 24, 2024 through September 27, 2024. He will then be stationed at PRWRF part-time (25%) October 1, 2024 to September 30, 2026. During the part-time phase, he will make one 1-week trip to PRWRF per month. The budget includes an additional three weeks of onsite support so Mr. Pfiester can spend four consecutive weeks onsite during the period spanning October 1, 2024 to September 30, 2026. The timing of the 4-week trip will be coordinated by the City and Hazen.

- Mr. Leder will be stationed at PRWRF part-time (50%) during September 2024. He will then be stationed at PRWRF part-time (25%) October 1, 2024 to September 30, 2026.

- Mr. Lynch will periodically visit PRWRF up to four (4) times between September 1, 2024 and September 30, 2026 to provide additional onsite support.

5. Assumptions

The following assumptions have been made in preparing the Scope of Work.

- Hazen staff will not function as the PRWRF Operator-in-Charge. Hazen's role is limited to operations support by providing assistance and suggestions as defined above. Neither Hazen nor individual Hazen staff assume liability for regulatory compliance.
- Monthly Operating Reports (MORs) will be reviewed, signed, and submitted by City staff. Hazen staff will not sign MORs or other regulatory documents.

6. Budget

The proposed not-to-exceed budget to provide the services described herein is $1,050,000. Attachment 1 provides a budget breakdown. All work will be performed on a time and materials basis. Labor will be billed using categorical rates. Expenses may include reimbursable mileage, airfare, lodging, car rentals, other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Hazen

Attachment 1: Proposed Budget

		Total	Fee		
Task	**Description**	**Hours**	**Labor**	**Expense**	**Total**
1	Full-Time Support	396	$108,196		$108,196
2	Part-Time Support	2,643	$749,478		$749,478
3	Project Management	50	$15,541		$15,541
4	Expenses Allowance			$105,291	$105,291
	Subtotal		$873,215	$105,291	$978,506
	NMGRT (8.1875% of Labor)			$71,494	
	TOTAL	**3,089**	**$873,215**	**$176,785**	**$1,050,000**

Item #:24-0299
Munis Contract #: 3204638
SWPA/GSA/Coop/RFP/ITB#: _____

CITY OF SANTA FE

PROFESSIONAL SERVICES 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 **Hazen & Sawyer**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-127; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall perform all the work required by this contract and any amendments thereof 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 violations identified by the EPA within the shortest possible time. These actions, included as part of the 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.

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, workflow, 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 Contract Documents.

The Contractor shall provide the following services for the City:

See Exhibit A for additional detail for the Scope of Work

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to professional services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed two million seven hundred eighteen thousand dollars ($2,718,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract and shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract excluding gross receipts tax and expenses, shall not exceed $2,718,000.00 (two million, seven hundred eight-teen thousand). 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 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

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.

F. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **in three years from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

6. 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.

7. 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.

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

B. If the City proposes an amendment to the 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. Entire Agreement.

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

16. 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. Professional Liability Insurance

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

22. 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. **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.

C. 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.

23. 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.

24. 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. If 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.

25. 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.

26. 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.

27. 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.

28. 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 Wastewater Division
Attn: Micheal Dozier, Wastewater Division Director
341 Caja del Rio Road
Santa Fe, NM 87505

To the Contractor:
Hazen & Sawyer
498 Seventh Ave, 11th Floor
New York, NY 10018

29. 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 a binding contract.

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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 16:54 MDT)

ALAN WEBBER, MAYOR

CONTRACTOR:
Hazen Sawyer

Greg Gates

DATE: Mar 28, 2024

Vice President
TITLE

CRS#: 03-405247-00-0

Registration #: 19-00155538

ATTEST:

GERALYN CARDENAS (Apr 11, 2024 17:04 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 04/10/24 XIV

CITY ATTORNEY'S OFFICE:
Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

Hazen
Hazen and Sawyer
100 Sun Ave. NE, Suite 206
Albuquerque, NM 87109

March 18, 2024

John Dupuis
Public Utilities Director
City of Santa Fe Public Utilities Department
801 W. San Mateo Rd
Santa Fe, NM 87505

Re: Paseo Real Water Reclamation Facility (PRWRF)
Engineering, Operational Support, and Related Services in
Response to EPA Administrative Order CWA-06-2024-1745

Dear Mr. Dupuis:

We appreciated the opportunity to meet with the City of Santa Fe (City) on Wednesday, March 13, 2024 to discuss the referenced Administrative Order (AO) the City received from the U.S. Environmental Protection Agency (EPA) Region 6. As we discussed, the City would like to implement an overall plan that 1) responds to and resolves the AO, and 2) prepares the City for long-term, future success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) and similarly at a future facility being considered and visioned by the City as an eventual replacement for the PRWRF. The City's 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 (9) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City's external communications with the New Mexico Environment Department (NMED).
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 a "digital twin" model of PRWRF to simulate and help optimize treatment plant operations.

8. Develop tools for remote simulation and testing of proposed changes to plant operations.

9. Provide engineering support for short-term treatment plant improvement projects.

The following narrative further defines the specific activities and services Hazen and Sawyer ("Hazen") proposes to provide. This work will be performed under a new engineering services agreement between the City and Hazen to be issued in response to EPA Administrative Order CWA-06-2024-1745.

Scope of Work

1. Sampling and Regulatory Support

Hazen will coordinate one soil sampling event and four quarterly groundwater sampling events at the PRWRF, with the samples being analyzed for poly- and perfluoroalkyl substances (PFAS). Both the soil and groundwater samples will be analyzed using EPA Method 1633. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff. We have assumed that a total of 10 soil samples will be collected during one soil sampling event (including duplicate samples), and that each sample will be collected from a depth of 2 to 3 feet below ground surface using a hand auger. Ten groundwater samples will be analyzed during each groundwater sampling event (7 PRWRF monitor wells and 3 quality assurance samples). The groundwater sampling for PFAS will begin before Hazen begins supporting the groundwater sampling that is required by the facility's discharge permits (discussed below).

Hazen will coordinate the quarterly groundwater sampling and analysis that is required under discharge permits DP-289 (Wastewater Reclamation Facility) and DP-135 (Sludge Disposal Facility) issued by the NMED Ground Water Quality Bureau (GWQB) for six (6) quarters, starting with the second quarter sampling event in 2024. Hazen will also coordinate the required reporting under these permits. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff (e.g., for purge water disposal). The City will provide additional information (e.g., monthly totalized average daily and peak daily influent volumes, monthly volumes discharged to each reclaimed domestic wastewater recipient, discharge monitoring reports) for inclusion in the quarterly discharge permit reports prepared for NMED. This task will support the City in achieving compliance with the requirements of these permits.

2. Communications Support

Along with City leadership and staff, Hazen staff (Amy Ewing) will participate in weekly phone calls that will be scheduled with NMED to discuss the current and planned activities and progress made in support of responding to and resolving the AO.

3. **Build a comprehensive base of knowledge management tools / decision trees for PRWRF operations**

Daily activities by PRWRF operations, maintenance, and management staff will support routine and consistent compliance with permit limits established by the City's National Pollutant Discharge Elimination System (NPDES) Permit NM 0022292 once staff have a clear understanding of:

- The purpose of each unit process
- Key Performance Indicators (KPIs) for measuring its performance
- Its relationship to upstream and downstream unit processes
- Information needed to monitor the process, and
- Expectations for each level of staff on how to achieve performance goals set for the process

Hazen proposes to develop these understandings by developing a series of documents called Area Procedures and Expectations (APEs) for each of the seven (7) liquid stream unit processes and four (4) solids handling processes at PRWRF. Each APE, developed as a PowerPoint presentation, will provide a clear guide for each level of operations, maintenance, and management staff, and will provide specific guidance for how and when to adjust the process, by how much, and by whom. Hazen's production of APEs will leverage existing Operation and Maintenance (O&M) Manual and Standard Operating Procedure (SOP) documentation the City may already have in place for PRWRF.

APE production will also document gaps between available information routinely collected (e.g., lab tests and SCADA data) versus what is needed to achieve reliable performance, how such information is distributed, and what improvements to information management are needed so that key items are communicated to staff who need it the most and at a frequency that supports their needs. APE production will also identify information and records currently being collected that do not serve the purpose of optimizing a treatment process. Lastly, APEs will capture information provided during the development of Items 4 and 5 described below.

Once the APEs have been prepared, Hazen will provide on-site staff training for each. This will include administering knowledge assessment quizzes to confirm staff are absorbing the critical information needed to successfully operate and maintain each unit process.

The collection of APEs will form the foundation for PRWRF knowledge management / transfer to which existing staff can refer as they work to optimize facility operations and to train future staff. As "living documents", APEs can be periodically updated by the City to reflect new facilities and capital improvements implemented at PRWRF.

The next element of this PRWRF knowledge management program summarizes the information contained in the 11 APEs (7 for liquid processes / 4 for solids handling) and provides an overview for how each process is supposed to work. This document called **Unit Process Operating Strategies** provides a useful reference to all levels of PRWRF staff and will serve as a tool for newcomers so they can quickly become familiar with "the right way" to operate plant facilities.

The final element of the knowledge management program currently envisioned will be preparation of a PRWRF **Operational Plan**. This document will provide information on the staff hierarchy, command and

communications structure, state and federal regulatory permits, plant safety programs, interrelationships with other City work groups (e.g., purchasing and materials management), and key summaries about PRWRF unit processes extracted from the **Unit Process Operating Strategies** document. Whereas the latter focuses on the information needed to optimize plant treatment operations, the **Operational Plan** focuses on the PRWRF enterprise as a whole and the communications within each internal and external City work group needed to achieve the best performance possible from PRWRF.

4. Improve PRWRF laboratory practices, data management, workflows, and communications

Hazen will provide the City with external sampling and reporting support for samples that are collected by PRWRF staff and analyzed by the in-house laboratory to demonstrate compliance with applicable state and federal discharge permits and to support operational control of PRWRF unit processes. We will work with City staff to ensure that all lab process documentation is current and complete and will assist in clearly defining appropriate workflows for PRWRF staff involved in sample collection, testing, and reporting of results. This task will include performing a review of lab operations, external collection and testing of laboratory samples for a period of up to 4 weeks, and assistance with the transition back to in-house sampling and analysis after PRWRF staff roles and responsibilities have been clearly defined for future lab activity. Item 4 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

5. Provide an inventory of all PRWRF instrumentation

Hazen will develop an updated inventory of all instrumentation installed at PRWRF including calibration procedures and how this information is managed, stored, accessed, and communicated (e.g., paper logbooks, SCADA, Operator10™ software, or an alternate operational data storage platform/historian). This inventory will identify existing instruments that do not perform their intended function and/or could be re-deployed to provide the information needed by Operations staff. This inventory will also note opportunities to add instruments that will support real-time monitoring of treatment processes, as needed to accomplish Items 6 through 8 below. If practical, Hazen will use the City's current asset database format and structure to prepare this inventory of PRWRF instrumentation, which might then be used as an input to the City's asset management program.

6. Develop a model for treatment operations

Hazen will use the available information from lab data and SCADA data including any improvements to these sources realized through the outcomes of the work on Items 3 through 5 above, and will develop an operational model for PRWRF performance. This model will be developed using open-source software (e.g., SUMO™, BioWIN™, or similar product) and calibrated using the available data set. This model will be tested using the updated procedures for controlling and adjusting plant operations developed under our work for Item 3. This item includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

7. **Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations**

The modeling work for Item 6 will next be used to develop a more advanced model that will serve as a "digital twin" the City can use for a variety of purposes including:

- A testbed for proposed changes to existing modes of operation for a particular treatment process
- Observing responses to upset / unexpected conditions for influent wastewater
- Assessing the impact that mechanical breakdown of treatment plant equipment may have on plant performance

As described, the "digital twin" should allow the City to evaluate the plant's response to a suite of unexpected stressors and determine what facility improvements or changes to normal operating procedures will foster a more resilient operation. Item 7 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

8. **Develop tools for remote simulation and testing of proposed changes to plant**

The City has expressed interest in having Hazen partner with a nationally recognized firm to perform remote modeling, testing, and optimization of PRWRF operations, such as are provided by the company AM-Team or a similar entity. This item will build upon the work completed by Hazen for Items 3 through 7. The specific scope for Item 8 will be further refined once the outcomes for Items 3 through 7 have been established.

9. **Provide engineering support for short-term plant improvement projects at PRWRF**

The City has engaged the services of AAC Construction to perform select construction projects at PRWRF that are characterized as limited scope, remove-and-replace in-kind for specific treatment plant equipment / systems that are out of service or are no longer working. Examples of these limited scope projects include restoring two (2) former traveling bridge filter systems to working condition and installing a new mechanical bar screen the City previously procured. Hazen will provide the engineering support the Contractor may need to properly install and commission these equipment systems so that they perform as intended. There may be other projects of this type that the City decides to undertake, in addition to these two projects, for which Hazen can provide the engineering support the Contractor may need. We have included an allowance of $400,000 to cover the effort we anticipate may be needed for engineering support for short-term plant improvement projects.

Project Management

Hazen will perform ongoing project management activities including cost control and monitoring, invoicing, and general coordination with the City's project manager and staff for each of the 9 items of support described under **Scope** that the City authorizes. Each month, we will provide an overall progress report and invoice for authorized tasks similar to the reporting and invoicing process we currently employ for Engineering On-call Contract #23-0516.

Schedule

The work elements described under **Scope** are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

Compensation

We are requesting an initial authorization of $2,718,000 including NMGRT to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Items 1 through 7 and 9. As requested by the City, we have deferred estimating the effort for Item 8, pending completion of Items 1 through 7. All work will be performed on a time and materials basis using the labor rates attached to this letter. Please note these labor rates are the same rates used by Hazen for its work under Engineering On-Call Contract #23-0516 with the City of Santa Fe, and which get adjusted annually at the beginning of the City's fiscal year. Expenses may include reimbursable mileage, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Please call me at (505) 259-1679 or Charlie Leder at (505) 236-3889 if you have any questions or would like to discuss further Hazen's plan for providing services to help the City respond to EPA Administrative Order CWA-06-2024-1745.

Sincerely,

Greg Gates, PE
Vice President

Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

Attachment 1

Proposed budgets for Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745

Service Item	Proposed time and materials budget
1. Regulatory support	$ 250,000
2. Communications support	$ 25,000
3. Build a comprehensive base of knowledge management tools / roadmaps for PRWRF operations	$ 750,000
4. Improve PRWRF laboratory practices, data management, workflows, and communications	$ 350,000
5. Provide an inventory of all PRWRF instrumentation	$ 250,000
6. Develop a model for treatment operations	$ 300,000
7. Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations	$ 200,000
8. Develop tools for remote simulation and testing of proposed changes to plant	TBD
9. Provide engineering support for short-term plant improvement projects at PRWRF	$ 400,000
Total estimated budget for all Items	$ 2,525,000
NMGRT Allowance[1]	$ 193,000
Total budget including applicable NMGRT	$ 2,718,000

1. Estimate calculated using the Albuquerque FY 2024 NMGRT rate of 7.625%. NMGRT will be assessed on labor and subconsultant work performed in New Mexico.

LABOR RATES FOR HAZEN AND SAWYER STAFF

	Rates over next 4 years			
	2023-2024	2024-2025	2025-2026	2026-2027
Vice President / Project Director	$348.91	$359.38	$370.16	$381.26
Senior Associate	$281.39	$289.83	$298.52	$307.48
Associate	$225.11	$231.86	$238.82	$245.98
Senior Principal Engineer	$191.33	$197.07	$202.98	$209.07
Principal Engineer	$168.83	$173.89	$179.11	$184.48
Engineer	$157.58	$162.31	$167.18	$172.20
Assistant Engineer	$135.06	$139.11	$143.28	$147.58
Technician	$112.55	$115.93	$119.41	$122.99
Effective date for rates	7/1/2023	7/1/2024	7/1/2025	7/1/2026

1. Work performed by subconsultants will be billed at cost plus a 10% mark-up

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:

_____ Apr 3, 2024

City Chief Procurement Officer, Travis Dutton-Leyda **Date**

City Approval by:

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

Department Director, John Dupuis **Date**

Marcos Martinez Apr 3, 2024

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

City Attorney, Erin McSherry **Date**

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

Apr 3, 2024

City Manager, John Blair **Date**

Emily K. Oster

Apr 4, 2024

Finance Director, Emily Oster **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

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. 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.

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.

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.

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.

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

Ms. Mona Tates
tates.mona@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.

March 4, 2024

Date

Cheryl T. Seager

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

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

This proposal provides an offer to provide staffing services. ITSQuest, Inc. offers a variety of employment and human resource services. A rate quote on additional services will be provided quickly.

Offer to: **John Dupuis**
City of Santa Fe Public Utilities Department
1142 Siler Road
Santa Fe, NM 87507
Phone: 505-955-4209
Email: jedupuis@santafenm.gov"

Position Title	Location	Dates of Service FY2024	Hourly Rate	Weeks	Weekly Units	Unit totals	Rate **	Subtotals	GRT Rate	GRT	Total Budget
Project Manager	SF	4/1/2024 - 6/30/2024	$63.10	13	40	520	$94.02	$48,889.88	8.1875%	$ 4,002.86	$52,892.74
									TOTAL PO AMOUNT		**$52,892.74**

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

** To avoid overtime reiumbursements, temporary employees may not work over 40 hours per week.

Price Agreement Number: 40-00000-23-00027

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

Lola Priest

Signature

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.

This proposal provides an offer to provide staffing services. ITSQuest, Inc. offers a variety of employment and human resource services. A rate quote on additional services will be provided quickly.

Offer to:

John Dupuis
City of Santa Fe Public Utilities Department
1142 Siler Road
Santa Fe, NM 87507
Phone: 505-955-4209
Email: jedupuis@santafenm.gov"

Position Title	Location	Dates of Service FY2025	Hourly Rate	Weeks	Weekly Units	Unit totals	Max Bill Rate **	Subtotals	GRT Rate	GRT	Total Budget
Project Manager	SF	7/1/2024 - 6/30/2025	$63.10	52	40	2080	$94.02	$195,559.52	8.1875%	$ 16,011.44	$211,570.96

TOTAL PO AMOUNT $211,570.96

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

** To avoid overtime reiumbursements, temporary employees may not work over 40 hours per week.

Price Agreement Number: 40-00000-23-00027

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

Lola Priest

Signature

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.

MOLZENCORBIN

March 20, 2024

Mr. Michael Dozier
Wastewater Division Manager
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-0909

RE: Emergency Purchase Order to Address EPA Administrative Order CWA-06-2024-1745 Citing Violations at the City of Santa Fe Paseo Real WWTP.

Dear Mr. Dozier:

The City of Santa Fe has requested that Molzen Corbin provide this Proposal for Engineering Services to assist in compliance with Administrative Order CWA-06-2024-1745. The Administrative Order was issued to the City of Santa Fe by the U.S. Environmental Protection Agency (USEPA) on March 4, 2024.

Molzen Corbin is one of the most experienced wastewater engineering firms in New Mexico. We have extensive experience designing, upgrading and retrofitting wastewater treatment facilities for communities throughout New Mexico. Our engineering staff regularly designs process modifications to improve performance at wastewater treatment facilities throughout the state.

We have assisted many communities when they have been issued Administrative Orders by the USEPA. We are experienced at working through the Administrative Order process to help communities comply with both the order and the conditions of their NPDES Permit. We have developed a template for responses to Administrative Orders and can assist them with their response.

Our process engineers work with the community's engineers and operators to evaluate data and assess operating conditions to solve water quality discharge problems. We may recommend changes to operating procedures, upgrades to existing facilities, replacement of aging equipment or installation of new infrastructure to improve effluent quality.

The City has expressed that Molzen Corbin develop a data-driven decision making approach to solving the problems at the Paseo Real Wastewater Treatment Facility. The City would like Molzen Corbin to explore ways that the Facility can be updated and streamlined so processes are equipped with that latest technology that is available.

Molzen Corbin understands that time is critical. The City of Santa Fe must submit a response to USEPA by April 3, 2024 as directed in Compliance Order Section C of the Compliance Order.

WILLINGNESS AND CAPABILITY

Molzen Corbin currently has staff available with the necessary expertise to assist the City of Santa Fe in complying with the Administrative Order. If the City needs services not offered by Molzen Corbin, this proposal includes fee for Additional Services that would allow Molzen Corbin to hire subconsultants. Additional Services may be used to explore multiple approaches to solving problems.

SCOPE OF SERVICES

This project may include but is not limited to the following:

- Research
- Process Engineering
- Design
- Construction Administration
- Telemetry and Controls

COMPENSATION
We propose to perform the Work described above on a Time and Materials basis based on our current Standard Billing Rates enclosed herein.

Basic Services – not to exceed $80,000 would include but not be limited to:

- Research
- Design
- Construction Administration

Additional Services – not to exceed $100,000 would include but not be limited to:

- Process Engineering
- Telemetry and Controls
- Other specialized services to be determined.

If you have any questions or require additional information, please contact Mr. Steve Morrow, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN



Kevin W. Eades, P.E.
Chief Executive Officer

Enclosure

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

DEPARTMENT	BILLING CATEGORIES	2023 RATES
Architectural	Senior Principal Architect	273
	Principal Architect	252
	Senior Architect	210
	Project Architect	168
	Registered Architect	158
	Intern Architect 2	121
	Intern Architect 1	95
	Senior Architectural Designer	142
	Architectural Designer I	137
	Planner	111
	Landscape/Irrigation Designer	111
Civil Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	189
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Senior Civil Design Specialist	173
	Engineering Design Specialist	147
	Senior Engineering Design Tech	153
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
Electrical Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	210
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	126
	Engineering Design Specialist	147
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
Mechanical	Senior Mechanical Engineer	195

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

Water Resource Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Sr. Engineering Design Specialist	168
	Engineering Design Specialist	142
	Engineering Design Tech	116
	O & M Specialist	116
	Associate Engineering Design Tech	95
CADD / Survey	CADD Operator II	84
	CADD Operator I	74
	Survey Technician	111
	Two Person Survey Crew	222
	Two Person GPS Survey Crew	247
	Licensed Surveyor	231
Construction Observation	Senior Observer/Manager	111
	Senior Observer	105
	Observer	100
Administration	Administrative Aide II	79
	Administrative Aide I	58
	Administrative Support	105
	Grants/Technical Administrator	116
	Computer Technician	126
	Senior Technical Writer / Editor	100

Miscellaneous Expenses

Copies	Per Copy	$0.11
Color Copies	Per 8 1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Prints/Plots(24x36)	Per Sheet	$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

Carollo Engineers, Inc.
On Call Engineering Services for
Water and Wastewater Processes and Treatment

SCOPE OF WORK
TASK ORDER 24-WW-01
Establishing Operational Excellence
March 19, 2024

The City of Santa Fe requested assistance to establish knowledge management tools that can be used to document the intent and nuances of each unit process. The resulting documentation can be used for training for new hires and refresher training for existing staff.

An evaluation of current conditions can help define available data, design parameters and current work routines. A gap analysis is typically used to establish the current conditions. From that analysis a more robust approach to formalize a variety of work practices and facility documentation that, if addressed, could provide more consistent facility operation. Consistent facility operation will result in reduced operating costs, less variable facility outputs, and improved O&M awareness.

Initially, three documents are desired. Two are Area Procedures and Expectations (APEs) to capture unit process information: Non-Potable Water Distribution (NPWD) and the Oxidation Ditch Biological Nutrient Removal (BNR) processes. The third is the initial Annual Operations Plan.

This Scope of Services includes working in concert with Hazen and Sawyer and the Wastewater Division Plant Superintendent, with concurrence with the Wastewater Division Director. For success, it is expected that the Plant Superintendent will be heavily involved in the development of the initiatives, with Carollo's and Hazen's Operations Specialists providing guidance and examples to complete and then launch the initiatives developed in this Scope of Services. It is probable that a variety of staff will be engaged, as many of these initiatives involve the existing database, upgraded presentation of concepts and instructions, and computer-based support.

The goal of this Scope of Services is to assist the City of Santa Fe and the Wastewater Division Plant Superintendent in developing means and methods to improve the operation and maintenance of wastewater treatment processes.

The work and resulting deliverables will be split between Carollo Engineers and (under separate authorization) Hazen. Additional authorizations may be required to complete the breadth of the envisioned Establishing Operational Excellence initiatives.

Services will include some or all of the specific tasks listed below, up to the budget upper limit for this Task Order.

PHASE 1 – Site Visit and Gap Analysis

Site Visit

1. This allows Operations Specialist(s) to learn the facility, but more importantly, meet the staff to establish our working relationships.

Conduct a gap analysis to understand the current state of facility operations.

1. The analysis will identify strengths, opportunities and concerns.
2. The results will be documented in a report.

Evaluate current databases for completeness.

1. Compare existing data and presentation to best-industry practices.
2. Includes daily process results, data tracking and trending used for process control and optimization.

Evaluate and upgrade existing unit process performance measurement reports.

1. Refine or establish key performance indicators to match typical industry practices.
2. Refine the presentation of performance data in monthly and annual formats to match KPIs and annual operating plan information.

Standardize unit process Standard Operating Procedures for the NPWD and BNR processes.

1. Evaluate existing SOPs against typical industry practices.
2. Define SOPs that may be missing.
3. Provide template to standardize SOPs based on EPA guidance.
4. Assist staff is the development of pilot SOPs based on the Oxidation Ditch BNR process.

Phase 2 – Develop Pilot APEs

Develop Area Procedures and Expectations (APEs) for the NPWD and BNR processes.

1. APEs will be developed in PowerPoint.
2. The presentation will define the treatment objectives, process control responses, control points, sampling locations, data recording, crucial SOPs, critical preventative maintenance activities, and expected duties and expectations of maintenance and operator personnel working within the process. These serve as a training tool for new employees and refresher information for others.
3. These APEs will be the model for all other identified process areas.

Draft a Facility Operations and Maintenance Plan (Plan).

1. The Plan establishes how O&M staff operate and maintain each unit process at the facility.
2. The Plan describes sampling means and methods used to demonstrate permit compliance.

Draft an Annual Operating Plan (AOP).

1. The AOP identifies factors, such as projected wastewater flows and loads, as well as activities, such as construction or extraordinary maintenance, which will impact plant operations in the coming year.
2. Based on these factors, specific operating strategies are identified for treatment unit processes for the year.

3. The AOP projects upcoming maintenance or construction activities for advanced planning to support budget allocations.
4. The plan identifies facility or capacity deficiencies to help inform capital improvement upgrades.

PRELIMINARY PROJECT APPROACH

The project objectives are provided below.

ID	Description	Work Required
Phase 1		
1.1	Site Visit and Gap Analysis	• Review current conditions • Conduct interview(s) • Confirm findings • Provide findings in a report
1.2	Process data reporting evaluation	• Evaluate existing means and methods • Provide report with suggested improvements
1.4	Data tracking and reporting	• Evaluate existing • Provide report with suggested improvements
1.5	Standard Operating Procedures	• Evaluate existing • Provide template for to standardize current and/or develop future SOPs
Phase 2		
2.1	NPWD Area Procedures and Expectations	• Develop PowerPoint • Provide NPWD staff training
2.2	BNR Area Procedures and Expectations	• Develop PowerPoint • Provide NPWD staff training
2.3	Facility Operations and Maintenance Plan	• Develop initial plan
2.4	Annual Operations Plan	• Develop initial plan

$80,000.00 of the contractual upper limit is allocated to work to be executed under this Task Order, inclusive of labor and expenses, but exclusive of NMGRT. The work will be invoiced on a time and materials basis. Project management time for staffing and budget management and reporting for this task order will be included when work is active on this task order. A progress report will accompany monthly invoices, providing a summary of work conducted under Task Order 24-WW-01 for the subject invoicing period. The invoice will indicate the amount of the $80,000.00 upper limit for this task order that has been incurred versus the amount remaining.

Approved:

Michael Dozier Wastewater Division Manager City of Santa Fe	John Rehring Vice President Carollo Engineers, Inc.
Date	Date
	Becky Luna Senior Vice President Carollo Engineers, Inc.
	Date

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		**$253,870.40**

	Equipment Type	Rate Type	Rate	Qnty	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				**$979,150.00**

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

N.M. License # 93237

3310 GIRARD N.E.
ALBUQ., N.M. 87107
(505) 881-6525
Fax (505) 881-6396

March 19, 2024

RE: Electrical Proposal
Santa Fe Waste Water SCATA Fiber Installation
Attention: Andrew Hardinge
Scope:

- Provide 18,000 feet of 1" innerduct.
- Provide 18,000 feet of TLC 24 fiber indoor, outdoor, and plenum rated.
- Provide and install 10 stainless NEMA4 boxes to end fiber runs in each building.
- Provide and install stainless NEMA4 boxes in manholes where fiber and innerduct splice.
- Pull innerduct and fiber per COSF WWTF proposed innerduct conduit system drawing.
- Provide and install a 2" EMT conduit from the SCATA room in the administration building to the underground manhole conduit system.
- Core holes into manholes to extend raceways to Las Campanas golf course pump house, dissolved air flotation control building, the holding tank by the lime bed, the maintenance office, and the primary clarifiers.

Labor	$70,363.35
Material retail	$63,101.26
Material 10% discount	$56,791.14
Equipment	$13,073.50
Permit	$800.00
Sub Total	$141,027.99
NMGRT @ 8.1875%	$11,546.67
Bond	$3,115.42
Total	**$155,690.08**

Exclusions

- Damaged to unmarked underground utilities.
- Testing and terminating the fiber.
- Overtime or after-hours work.
- Trench, conduit, fiber, and innerduct to secondary clarifiers and offices.

Regards,
Danny Burson
Project Manager

City of Santa Fe - Waste Water SCATA

MATERIAL	QUANTITY	RETAIL COST	UNIT	EXTENDED COST
STAINLESS JUNCTION BOXES	20	$699.87	E	$13,997.40
FIBER CABLE	18042	$105.54	C	$19,041.53
1" INTERDUCT	18000	$104.15	C	$18,747.00
1" INTERDUCT COUPLING	100	$0.61	E	$61.00
ASPHALT	17	$145.81	E	$2,478.77
2" RIGID	100	$1,797.92	C	$1,797.92
2" RIGID 90	12	$73.94	E	$887.28
2" RIGID COUPLING	12	$20.47	E	$245.64
2" RIGID NIPPLES	12	$11.10	E	$133.20
2" LOCKNUTS	20	$150.89	C	$30.18
2" PLASTIC BUSHINGS	30	$89.65	C	$26.90
2" EMT	300	$690.63	C	$2,071.89
2" EMT 90	8	$28.58	E	$228.16
2" EMT COUPLING	30	$643.06	C	$192.92
2" EMT CONNECTORS	8	$579.51	C	$46.36
2" MINERALLAC STRAPS	20	$182.47	C	$36.49
FULL STRUT	100	$953.53	C	$953.53
2" CONDUIT STRAPS	50	$349.53	C	$174.77
ALL THREAD	20	$370.11	C	$74.02
2" PVC	500	$363.38	C	$1,816.90
2" PVC COUPLINGS	20	$67.70	C	$13.54
2" PVC FEMALE ADAPTERS	20	$98.45	C	$19.69
TAPE	500	$52.37	M	$26.19
		$0.00		$0.00
Total Retail Cost				**$63,101.26**
10% DISCOUNT				**$6,310.13**
TOTAL				**$56,791.14**

N.M. License # 93237

3310 GIRARD N.E.
ALBUQ., N.M. 87107
(505) 881-6525
Fax (505) 881-6396

City of Santa Fe – Waste Water SCATA
#17 equipment rental or utilization breakdown

2018 caterpillar 259D	35@$29.10	$1,018.50
2018 caterpillar 301.7D	100@$66.80	$6,680.00
2006 caterpillar 416C	105@$48.10	$5,050.50
2017 Bomag BT 65 Tamper	55@$5.90	$324.50
Total		$13,073.50

Hazen and Sawyer
100 Sun Ave. NE, Suite 206
Albuquerque, NM 87109

March 18, 2024

John Dupuis
Public Utilities Director
City of Santa Fe Public Utilities Department
801 W. San Mateo Rd
Santa Fe, NM 87505

Re: Paseo Real Water Reclamation Facility (PRWRF)
Engineering, Operational Support, and Related Services in
Response to EPA Administrative Order CWA-06-2024-1745

Dear Mr. Dupuis:

We appreciated the opportunity to meet with the City of Santa Fe (City) on Wednesday, March 13, 2024 to discuss the referenced Administrative Order (AO) the City received from the U.S. Environmental Protection Agency (EPA) Region 6. As we discussed, the City would like to implement an overall plan that 1) responds to and resolves the AO, and 2) prepares the City for long-term, future success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) and similarly at a future facility being considered and visioned by the City as an eventual replacement for the PRWRF. The City's 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 (9) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications with the New Mexico Environment Department (NMED).

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 a "digital twin" model of PRWRF to simulate and help optimize treatment plant operations.

8. Develop tools for remote simulation and testing of proposed changes to plant operations.

9. Provide engineering support for short-term treatment plant improvement projects.

The following narrative further defines the specific activities and services Hazen and Sawyer ("Hazen") proposes to provide. This work will be performed under a new engineering services agreement between the City and Hazen to be issued in response to EPA Administrative Order CWA-06-2024-1745.

Scope of Work

1. Sampling and Regulatory Support

Hazen will coordinate one soil sampling event and four quarterly groundwater sampling events at the PRWRF, with the samples being analyzed for poly- and perfluoroalkyl substances (PFAS). Both the soil and groundwater samples will be analyzed using EPA Method 1633. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff. We have assumed that a total of 10 soil samples will be collected during one soil sampling event (including duplicate samples), and that each sample will be collected from a depth of 2 to 3 feet below ground surface using a hand auger. Ten groundwater samples will be analyzed during each groundwater sampling event (7 PRWRF monitor wells and 3 quality assurance samples). The groundwater sampling for PFAS will begin before Hazen begins supporting the groundwater sampling that is required by the facility's discharge permits (discussed below).

Hazen will coordinate the quarterly groundwater sampling and analysis that is required under discharge permits DP-289 (Wastewater Reclamation Facility) and DP-135 (Sludge Disposal Facility) issued by the NMED Ground Water Quality Bureau (GWQB) for six (6) quarters, starting with the second quarter sampling event in 2024. Hazen will also coordinate the required reporting under these permits. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff (e.g., for purge water disposal). The City will provide additional information (e.g., monthly totalized average daily and peak daily influent volumes, monthly volumes discharged to each reclaimed domestic wastewater recipient, discharge monitoring reports) for inclusion in the quarterly discharge permit reports prepared for NMED. This task will support the City in achieving compliance with the requirements of these permits.

2. Communications Support

Along with City leadership and staff, Hazen staff (Amy Ewing) will participate in weekly phone calls that will be scheduled with NMED to discuss the current and planned activities and progress made in support of responding to and resolving the AO.

3. **Build a comprehensive base of knowledge management tools / decision trees for PRWRF operations**

Daily activities by PRWRF operations, maintenance, and management staff will support routine and consistent compliance with permit limits established by the City's National Pollutant Discharge Elimination System (NPDES) Permit NM 0022292 once staff have a clear understanding of:

- The purpose of each unit process
- Key Performance Indicators (KPIs) for measuring its performance
- Its relationship to upstream and downstream unit processes
- Information needed to monitor the process, and
- Expectations for each level of staff on how to achieve performance goals set for the process

Hazen proposes to develop these understandings by developing a series of documents called Area Procedures and Expectations (APEs) for each of the seven (7) liquid stream unit processes and four (4) solids handling processes at PRWRF. Each APE, developed as a PowerPoint presentation, will provide a clear guide for each level of operations, maintenance, and management staff, and will provide specific guidance for how and when to adjust the process, by how much, and by whom. Hazen's production of APEs will leverage existing Operation and Maintenance (O&M) Manual and Standard Operating Procedure (SOP) documentation the City may already have in place for PRWRF.

APE production will also document gaps between available information routinely collected (e.g., lab tests and SCADA data) versus what is needed to achieve reliable performance, how such information is distributed, and what improvements to information management are needed so that key items are communicated to staff who need it the most and at a frequency that supports their needs. APE production will also identify information and records currently being collected that do not serve the purpose of optimizing a treatment process. Lastly, APEs will capture information provided during the development of Items 4 and 5 described below.

Once the APEs have been prepared, Hazen will provide on-site staff training for each. This will include administering knowledge assessment quizzes to confirm staff are absorbing the critical information needed to successfully operate and maintain each unit process.

The collection of APEs will form the foundation for PRWRF knowledge management / transfer to which existing staff can refer as they work to optimize facility operations and to train future staff. As "living documents", APEs can be periodically updated by the City to reflect new facilities and capital improvements implemented at PRWRF.

The next element of this PRWRF knowledge management program summarizes the information contained in the 11 APEs (7 for liquid processes / 4 for solids handling) and provides an overview for how each process is supposed to work. This document called **Unit Process Operating Strategies** provides a useful reference to all levels of PRWRF staff and will serve as a tool for newcomers so they can quickly become familiar with "the right way" to operate plant facilities.

The final element of the knowledge management program currently envisioned will be preparation of a PRWRF **Operational Plan**. This document will provide information on the staff hierarchy, command and

communications structure, state and federal regulatory permits, plant safety programs, interrelationships with other City work groups (e.g., purchasing and materials management), and key summaries about PRWRF unit processes extracted from the **Unit Process Operating Strategies** document. Whereas the latter focuses on the information needed to optimize plant treatment operations, the **Operational Plan** focuses on the PRWRF enterprise as a whole and the communications within each internal and external City work group needed to achieve the best performance possible from PRWRF.

4. Improve PRWRF laboratory practices, data management, workflows, and communications

Hazen will provide the City with external sampling and reporting support for samples that are collected by PRWRF staff and analyzed by the in-house laboratory to demonstrate compliance with applicable state and federal discharge permits and to support operational control of PRWRF unit processes. We will work with City staff to ensure that all lab process documentation is current and complete and will assist in clearly defining appropriate workflows for PRWRF staff involved in sample collection, testing, and reporting of results. This task will include performing a review of lab operations, external collection and testing of laboratory samples for a period of up to 4 weeks, and assistance with the transition back to in-house sampling and analysis after PRWRF staff roles and responsibilities have been clearly defined for future lab activity. Item 4 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

5. Provide an inventory of all PRWRF instrumentation

Hazen will develop an updated inventory of all instrumentation installed at PRWRF including calibration procedures and how this information is managed, stored, accessed, and communicated (e.g., paper logbooks, SCADA, Operator10™ software, or an alternate operational data storage platform/historian). This inventory will identify existing instruments that do not perform their intended function and/or could be re-deployed to provide the information needed by Operations staff. This inventory will also note opportunities to add instruments that will support real-time monitoring of treatment processes, as needed to accomplish Items 6 through 8 below. If practical, Hazen will use the City's current asset database format and structure to prepare this inventory of PRWRF instrumentation, which might then be used as an input to the City's asset management program.

6. Develop a model for treatment operations

Hazen will use the available information from lab data and SCADA data including any improvements to these sources realized through the outcomes of the work on Items 3 through 5 above, and will develop an operational model for PRWRF performance. This model will be developed using open-source software (e.g., SUMO™, BioWIN™, or similar product) and calibrated using the available data set. This model will be tested using the updated procedures for controlling and adjusting plant operations developed under our work for Item 3. This item includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

7. **Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations**

The modeling work for Item 6 will next be used to develop a more advanced model that will serve as a "digital twin" the City can use for a variety of purposes including:

- A testbed for proposed changes to existing modes of operation for a particular treatment process
- Observing responses to upset / unexpected conditions for influent wastewater
- Assessing the impact that mechanical breakdown of treatment plant equipment may have on plant performance

As described, the "digital twin" should allow the City to evaluate the plant's response to a suite of unexpected stressors and determine what facility improvements or changes to normal operating procedures will foster a more resilient operation. Item 7 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

8. **Develop tools for remote simulation and testing of proposed changes to plant**

The City has expressed interest in having Hazen partner with a nationally recognized firm to perform remote modeling, testing, and optimization of PRWRF operations, such as are provided by the company AM-Team or a similar entity. This item will build upon the work completed by Hazen for Items 3 through 7. The specific scope for Item 8 will be further refined once the outcomes for Items 3 through 7 have been established.

9. **Provide engineering support for short-term plant improvement projects at PRWRF**

The City has engaged the services of AAC Construction to perform select construction projects at PRWRF that are characterized as limited scope, remove-and-replace in-kind for specific treatment plant equipment / systems that are out of service or are no longer working. Examples of these limited scope projects include restoring two (2) former traveling bridge filter systems to working condition and installing a new mechanical bar screen the City previously procured. Hazen will provide the engineering support the Contractor may need to properly install and commission these equipment systems so that they perform as intended. There may be other projects of this type that the City decides to undertake, in addition to these two projects, for which Hazen can provide the engineering support the Contractor may need. We have included an allowance of $400,000 to cover the effort we anticipate may be needed for engineering support for short-term plant improvement projects.

Project Management

Hazen will perform ongoing project management activities including cost control and monitoring, invoicing, and general coordination with the City's project manager and staff for each of the 9 items of support described under **Scope** that the City authorizes. Each month, we will provide an overall progress report and invoice for authorized tasks similar to the reporting and invoicing process we currently employ for Engineering On-call Contract #23-0516.

Schedule

The work elements described under **Scope** are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

Compensation

We are requesting an initial authorization of $2,718,000 including NMGRT to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Items 1 through 7 and 9. As requested by the City, we have deferred estimating the effort for Item 8, pending completion of Items 1 through 7. All work will be performed on a time and materials basis using the labor rates attached to this letter. Please note these labor rates are the same rates used by Hazen for its work under Engineering On-Call Contract #23-0516 with the City of Santa Fe, and which get adjusted annually at the beginning of the City's fiscal year. Expenses may include reimbursable mileage, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Please call me at (505) 259-1679 or Charlie Leder at (505) 236-3889 if you have any questions or would like to discuss further Hazen's plan for providing services to help the City respond to EPA Administrative Order CWA-06-2024-1745.

Sincerely,

Greg Gates, PE
Vice President

Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

Attachment 1

Proposed budgets for Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745

Service Item	Proposed time and materials budget
1. Regulatory support	$ 250,000
2. Communications support	$ 25,000
3. Build a comprehensive base of knowledge management tools / roadmaps for PRWRF operations	$ 750,000
4. Improve PRWRF laboratory practices, data management, workflows, and communications	$ 350,000
5. Provide an inventory of all PRWRF instrumentation	$ 250,000
6. Develop a model for treatment operations	$ 300,000
7. Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations	$ 200,000
8. Develop tools for remote simulation and testing of proposed changes to plant	TBD
9. Provide engineering support for short-term plant improvement projects at PRWRF	$ 400,000
Total estimated budget for all Items	$ 2,525,000
NMGRT Allowance[1]	$ 193,000
Total budget including applicable NMGRT	$ 2,718,000

1. Estimate calculated using the Albuquerque FY 2024 NMGRT rate of 7.625%. NMGRT will be assessed on labor and subconsultant work performed in New Mexico.

LABOR RATES FOR HAZEN AND SAWYER STAFF

	Rates over next 4 years			
	2023-2024	2024-2025	2025-2026	2026-2027
Vice President / Project Director	$348.91	$359.38	$370.16	$381.26
Senior Associate	$281.39	$289.83	$298.52	$307.48
Associate	$225.11	$231.86	$238.82	$245.98
Senior Principal Engineer	$191.33	$197.07	$202.98	$209.07
Principal Engineer	$168.83	$173.89	$179.11	$184.48
Engineer	$157.58	$162.31	$167.18	$172.20
Assistant Engineer	$135.06	$139.11	$143.28	$147.58
Technician	$112.55	$115.93	$119.41	$122.99
Effective date for rates	7/1/2023	7/1/2024	7/1/2025	7/1/2026

1. Work performed by subconsultants will be billed at cost plus a 10% mark-up

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

March 19, 2024

John Dupuis
Director, Public Utilities Department
City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501

Subject: Proposal for Aquasight APOLLO™ Intelligent Treatment Plant Solution

Dear Mr. Dupuis,

Aquasight is pleased to submit our proposal for implementation the APOLLO™ Intelligent Treatment Plant Solution for the City of Santa Fe Public Works Department.

With the primary goal of supporting your operations team and their successful work to meet all regulatory requirements at the Paseo Real Water Reclamation Facility, the APOLLO™ solution also will support many other benefits such as improved data visibility and mining for laboratory insights, identification of gaps in plant instrumentation, integration of Digital Twin capabilities for better process control, process optimization, and deeper knowledge capture for workforce training and support.

Our implementation program is collaborative, and we will work with your team to ensure project goals are achieved, and the City is provided with a strong foundational program for intelligent water and wastewater solutions.

If you have any questions, feel free to let us know. We look forward to working with the team.

Jonathan Hasson, PE

Vice President, Smart Water Solutions

Cc: Mahesh Lunani, CEO Aquasight

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

SANTA FE PUBLIC UTILITIES

PASEO REAL WATER RECLAMATION FACILITY PROCESS OPTIMIZATION PROJECT PROPOSAL

March 19, 2024

BACKGROUND

The City of Santa Fe, NM provides wastewater collection, treatment, and disposal services for nearly 90,000 residents and businesses. The City owns and operates the 9 MGD annual average daily flow (AADF) (rated for 13 MGD) Paseo Real Water Reclamation Facility which is a conventional activated sludge plant that includes screening and sedimentation for primary treatment, oxidation ditch basins, aeration, and clarification for secondary treatment plus nitrogen reduction, and disk and sand filters, chlorination, and dechlorination for tertiary treatment before discharging into the Santa Fe River (**Figure 1**). The City recently received an Administrative Order for permit exceedances in both E. Coli and Nitrogen. As a measure to ensure improved plant effluent performance, optimize data usage and process performance, the City desires a rapidly deployable, data-driven solution for increase opportunities for successful permit compliance.

The PRWRF has adequate data for some process control, but also could benefit from additional sensors and instrumentation to make it a more data rich facility. Data is generated and stored in a variety of different systems, and many of those systems do not share/communicate data well for daily operational benefits. There is an abundance of untapped potential to integrate and mine this data using science or ML/AI-based algorithms to help with process optimization, capture energy and chemical savings, store process knowledge, create maintenance insights, and assist with troubleshooting. This will require a tool that can provide streaming analytics, smart advisors, Aquasight COPILOT™, and actionable assistance to the staff to create a data driven O&M culture.

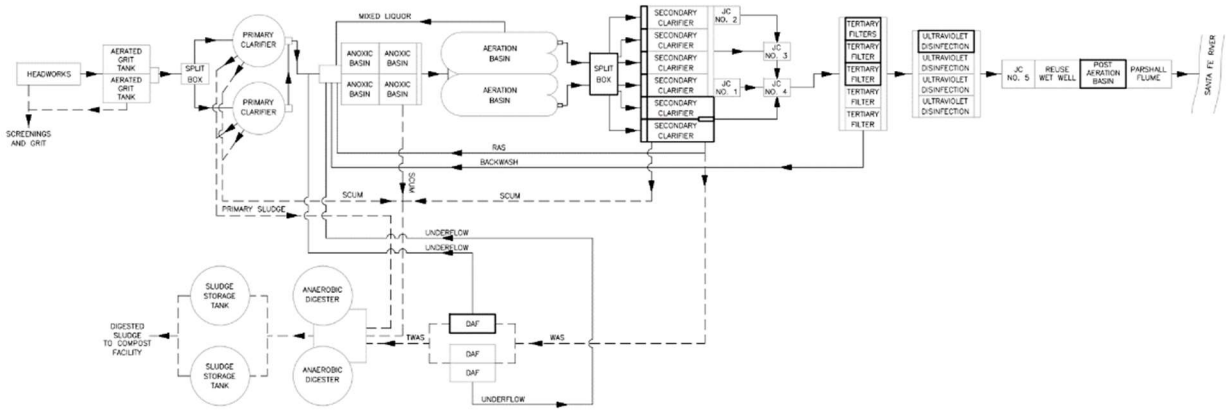


Figure 1: PRWRF Process Flow Diagram

PROJECT GOALS & EXPECTED BENEFITS

The City of Santa Fe Public Works is implementing a strategic initiative to further improve treatment plant effluent performance and reduce operating and maintenance costs by leveraging Aquasight's APOLLO™. The overall goal of this project is to implement a modular real-time advanced analytics and Copilot™ system for liquid unit processes that will support operator success for meeting permit discharge limits and support operational efficiencies for liquid processes that consume the greatest amount of power and chemicals. APOLLO™ will support the City's goals of continuous and measured progress towards the PRWRF optimization goals over time.

Benefits anticipated by implementation of the Aquasight APOLLO™ solution include:

- Deeper integration and sharing of Laboratory sampling data and insights supporting more informed operations.
- Identification of gaps in instrumentation throughout plant processes leading to a more data rich environment for improved process control, optimization, and decision making.
- Implementation of operator focused digital twin functionality allowing for improved real-time streaming insights into potential operational changes and their impacts on process performance KPIs.
- Capture of operational and institutional knowledge by providing a historical record of plant data and operational KPIs for improved new operator training and information recall.

In pursuit of this vision, Aquasight's APOLLO™ software is proposed to assist the City of Santa Fe by:

- Providing a one-stop integrated intelligence dashboarding and analysis solution.
- Integrating a copilot system with built in smart advisors.
- Driving energy and chemical savings and enabling fine tuning of control setpoints.
- Improving daily plant workflow and empowering a data driven decision culture.

- Storing operator knowledge to de-risk operator churn and retirements.
- Providing management visibility through remote off-site access.
- Highlighting compliance risks while providing quick access to process data.
- Enabling predictive maintenance of aeration and disinfection equipment.
- Providing robust tools for workforce training on plant performance at various flows and loads.
- Providing quick access of data for planning and engineering teams.
- Including monitoring and notifications on complex parameters.

Examples of the main dashboard for the aeration and secondary clarifier modules in action are provided in **Figure 2** and **Figure 3**, respectively.



Figure 2: Example of APOLLO's™ Activated Sludge (Aeration) Module

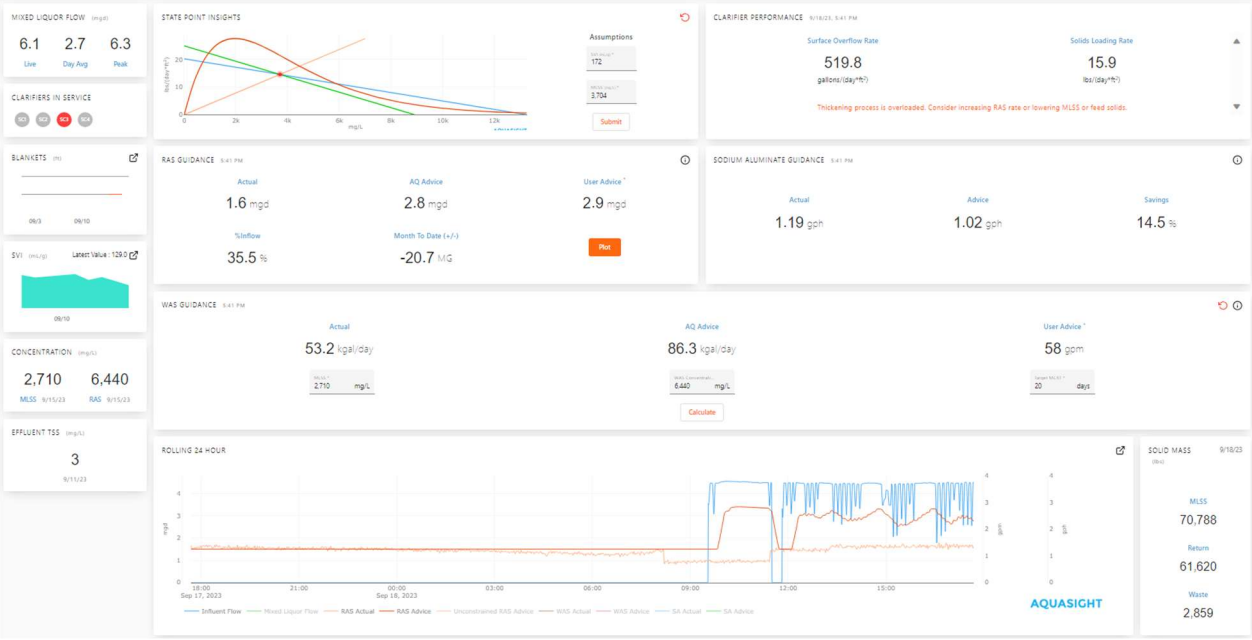


Figure 3: Example of APOLLO's™ Secondary Clarifier Module

SCOPE OF WORK

Generally, the scope of this project includes onboarding the PRWRF to Aquasight's APOLLO™ software equipped with seven (7) modules. The SCOPE OF WORK may change in the future depending on the needs of the plant. The final SOW will be determined in collaboration with the Utility team.

Table 1: Proposed APOLLO modules for PRWRF

Module	Description
Plant Dashboard	Default APOLLO™ module – Customizable dashboard that allows users to centralize analytics from various APOLLO™ modules to a single screen.
Weather	Default APOLLO™ module – Live weather radar with various meteorological layers.
Secondary Treatment – Activated Sludge	Focused on the aeration process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing aerator and process performance.
Secondary Treatment – Secondary Clarifiers	Focused on the secondary clarification process and RAS/WAS pumping, this module includes monitoring, analytics, and copilot

Appendix A: Background, Vision, Approach, and Scope

Module	Description
	dashboard and a detailed decode feature for analyzing process performance.
Disinfection	Focused on the UV disinfection with supplemental chlorination and dechlorination process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing permit compliance and process performance.
Lab Insights	Default APOLLO™ module – Provides users with a robust plotting tool for lab, live, and analytical data.
SAMI	Default APOLLO™ module – Digital alert system with customizable alert thresholds for parameters of the most critical interest.

Additionally, Aquasight will review data sources, data completeness, and instrumentation coverage for the PRWRF. We will make recommendations for additional instrumentation as may be necessary to optimize the data rich environment necessary for an optimized process solution.

The project goals described above will be completed through the following tasks:

Task 0 – Project Management
Task 1 – Data Polling
Task 2 – Site Visit and Plant Review Including Instrumentation Review and Recommendations
Task 3 – Aeration Onboarding
Task 4 – Secondary Clarifier & RAS/WAS Pumping Onboarding
Task 5 – UV Disinfection/Chlorination/Dechlorination Onboarding
Task 6 – Default Module Configuration
Task 7 – Training and Adoption

Appendix B: Project Milestones, Timeline, and Deliverables

The Aquasight scope of work for this project will have four key milestones and associated deliverables and will be implemented with approximately the following timelines (**Table 2)**. The timeline is subject to change by mutual agreement between Aquasight and the City of Santa Fe.

Table 2: Project Delivery Calendar

Milestones	WEEKS from Notice to Proceed	Aquasight Deliverables
1. Design Review, Instrumentation Review, Data Polling, Connections, Lab & Live Insights	~ 12 weeks	• APOLLO™ Release 1 – Lab Insights • Milestone 1 Report
2. Secondary Process & Aeration Modules	~ 16 weeks	• APOLLO™ Release 2 – Secondary & Aeration Modules • Milestone 2 Report
3. Disinfection Module & SAMI Alerts	~ 22 weeks	• APOLLO™ Release 3 – Disinfection Module & SAMI Alerts • Milestone 3 Report
4. Plant Dashboard, Training & Adoption	~ 26 weeks	• APOLLO™ Release 4 – Plant Dashboard, Training, & Adoption • APOLLO™ User Manual • Virtual Training Sessions

Appendix C: Required Participation from Santa Fe Public Works

DATA REQUIREMENTS

The following information is required from Santa Fe Public Works for successful project completion:

- Public Works SCADA Data Historian access,
- Public Works LIMS database access,
- Any applicable sensor/instrumentation API details,
- Where applicable, process data spreadsheets and mechanism to routinely upload,
- Process SOP's,
- Process design data,
- Equipment manufacturer information (specs, O&M manuals, etc.)
- Plant drawings of relevant processes,
- Energy bills,
- Control strategy documentation for automated control systems, and
- Plant budget and cost sheets

Where information is not available, assumptions will be made and discussed with Santa Fe Public Works team before implementing it in the APOLLO™ System.

O&M, SCADA, LAB, AND DESIGN CLARIFICATION MEETINGS

During deployment, in addition to or as a part of any project management meetings, Aquasight may request meetings with key Public Works staff. Such meetings are important to clarify operations, understand assumptions, and agree on key configurations in APOLLO™ systems.

Appendix D: Project Fee

Aquasight proposes the following Not-To-Exceed project fee for the APOLLO™ solution implementation for the City of Santa Fe Public Works Paseo Real Water Reclamation Facility:

APOLLO™ Onboarding Fee: **Not to Exceed $200,000**
APOLLO™ Annual Fee: **$50,000 per year, minimum three-year contract**

The project billing schedule will be included in the final contract documents, and shall have the basic invoice timing noted below:

- The Onboarding Fee shall be billed in monthly payments during the Onboarding period (estimated over 6 months) with the first Onboarding payment due at contract signing.
- The Annual Fee shall be billed at the beginning of each calendar year, with the first year Annual Fee billed at contract signing.

The following activities are covered in the annual fee:

- **APOLLO™ technology usage:** APOLLO™ technology that has been developed by Aquasight is the core foundation of this project. The technology will be the backbone for releases, metrics, advisors, KPIs and is accessible anywhere, on any device and at any time.
- **APOLLO™ system operations:** APOLLO™ system operations include lab and live database management, analytical scripts management, API management and user preferences, credential, and security management.
- **Infrastructure management:** APOLLO™ runs on several virtual machines and servers. These servers require upkeep and maintenance include software library updates, monitoring of infrastructure metrics and hardware management.
- **Advisor upkeep and maintenance:** Advisors require quality data inputs; unforeseen bad data quality events do occur in practical environment and advisors must be evolved to ensure it discards bad data or debugged to ensure optimal performance of smart advisors.
- **Ticket management and Help desk:** Access Aquasight help desk will operate 8:00 am to 5:00 pm EST during weekdays for any issues such as user access, applications and/or routine troubleshooting. Any high priority issue Aquasight will address in 1-to-4-hour time frame depending on type and nature of this issue during business hours and during weekend and holidays within 24-to-48-hour time frame.
- **SAMI:** Alert's system that manages e-mails, notifications, alert statistics, thresholds management and user settings.
- **Bug fixes:** If we detect any issues or bugs in optimal running of software or technology, Aquasight will fix free of cost and repair those bugs.
- **Data polling maintenance:** Polling software is installed in virtual machine within Santa Fe Public Works. When tag names are changed and database connections are reconfigured, this require polling software to be updated. Public Works should inform or discuss with Aquasight

before making changes on setting and access credentials which may disrupt the flow of data streaming to APOLLO™.

- **Free feature upgrade as part of APOLLO™ product roadmap:** Aquasight continuously evolves its technology and features for driving more value to customers. Such features will be available for free at no additional cost if they are part of the standard product roadmap.

Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
kconnell@rainforrent.com

BUCKMAN DIRECT DIVERSION
Account: 134939
341 CAJA DEL RIO RD Dba City Of Santa Fe
Santa Fe, NM, 87506
Michael Dozier
505-577-1132
Mldozier@santafenm.gov

Dear Michael Dozier,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2113715 for City of Santa Fe WWTP. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Kimbro Connell at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Kimbro Connell
kconnell@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007

Project Name	City of Santa Fe WWTP	Jobsite	City of Santa Fe WWTP
Date Prepared	3/22/2024	Est. Delivery Date	4/1/2024
Prevailing Wage	No	Est. Completion Date	4/1/2025

Project Location

73 Paseo Real
Santa Fe, NM, 87507

Project Description and Overview

PROJECT DESCRIPTION

Quoted as 28day cycle rental

Does not include applicable sales tax or services

PROJECT OVERVIEW

Provide pump and filtration equipment for max flows of 5mgd at final clarification.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following: Provide pump and filtration equipment for max flows of 5mgd at final clarification. (2) 60-4SK, (1) 48-4SK, DV200E pump, HDPE pipe and misc fittings.
Delivery, installation, removal, pickup of all quoted materials/equipment

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk(s) 3-13-2023

Operating Parameters

System includes: Sand Media
System is designed to operate at a flow rate of 5mgd peak @ 80tdh
The water source location will be clarifor and discharging at location after clarifor. .

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:
Customer is responsible for:
1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.

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5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 9000 Lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): **https://rainforrentcorp.box.com/v/systemtransferoperation**
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. **https://rainforrentcorp.box.com/v/pumpmaintenance**
5. Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.
6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.
7. RFR recommends a small-scale trial run of this product application to ensure system effectiveness. RFR does not warranty the water quality or degree of filtration. At customer request, RFR can perform a Total Suspended Solids (TSS) bench test to better select the appropriate media for optimized filtration effectiveness. Customer will be responsible for the cost of all media.
8. The customer will be designated as the generator for all liquid/solids processed with the use of RFR equipment. All used filtration media, such as carbon, sand, cartridges, bags, coalescing packs, etc. becomes the property of customer and is the responsibility of customer for proper disposal.
9. To activate carbon, customer will need to pre-soak for 24 hours.
10. RFR has not included the cost of the removal and regeneration for non-hazardous carbon. Customer is responsible for TCLP sample for TCLP VOC's, TCLP SVOC's, TCLP RCRA 8, pH. **https://rainforrentcorp.box.com/v/carbongenerator** If the carbon is deemed hazardous and cannot be regenerated, customer is responsible for additional disposal costs and/or final disposal. No media or materials will leave the site unless the TCLP RCRA 8 has been received and deemed non-hazardous unless otherwise noted.
11. RFR equipment/vessels will be taken off rent when the required testing has been submitted and accepted by RFR/Source Carbon Supplier for recycling and or disposal. Vessels cannot be removed until we receive and accept the testing that indicates the carbon is deemed NON-HAZARDOUS. At that time, the equipment will be taken off rent and be scheduled for pick-up from the site. Should the carbon be deemed HAZARDOUS the customer will be responsible to pay a third party for the chain of custody, transportation, and disposal of this material.
12. Additional cleaning and/or inspections may be required if tested material is deemed anything besides non-hazardous.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:

Contact the RFR office at 575-524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.
Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up. e picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 14 days prior to delivery.

Estimated schedule durations:
Mobilization: 2 days
Installation: 3 days
Operation: TBD
Removal: 2 days
Demobilization: 1 day
System Rental Duration: 1 year or more

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may

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apply subject to mutually agreed upon change order.

Billing

1. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.
Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.
A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.

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PROJECT COSTS	
Estimated Rental Total	$21,159.93
Estimated Environmental Recovery Fees	$687.70
Total Estimated Recurring Charges	$21,847.63
PROJECT COSTS	
Estimated Sale Total	$9,479.40
SERVICES	
Estimated Delivery	$14,818.04
Estimated Installation	$13,883.00
Estimated Removal	$8,018.00
Estimated Pickup	$2,618.04
GRAND TOTAL	$70,664.11

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name _____ Customer Signature _____ Date _____

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	$3,174.00	**Accept** ○	**Decline** ○

INITIAL	

Created Date: 3/20/2024

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Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.1.Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of $500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is $150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.2.Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.3.Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2.Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.4.Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

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Emergency Determination Form WW AO Support

Final Audit Report 2024-04-04

Created:	2024-04-03
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf0L7Wg8VU-YEpL4sCq3jWDcINOsdtZl3

"Emergency Determination Form WW AO Support" History

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CITY OF SANTA FE

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 Cleark 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: _____ **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	**Date** Nov 25, 2024

City Approval by:

John Dupuis (Nov 25, 2024 13:46 MST) **Department Director, John Dupuis**	**Date** Nov 25, 2024
Senior City Attorney, Erin McSherry	**Date** Nov 25, 2024
Randy Randall (Nov 25, 2024 21:23 CST) **Interim City Manager, Randy Randall**	**Date** Nov 25, 2024
Finance Director, Emily Oster	**Date** Nov 25, 2024

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			**$780,875.00**

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Manhole Vaults with Haliday 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
	Strctural 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
	Juristictional 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 **Project Contact :** Michael Dozier, Ph: 505-955-4642
Owner's Rep.: Michael Dozier

CONTRACTOR: A.A.C. Construction, LLC **Date:** 9/23/24 6:17 AM
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

	Equipment Type	Rate Type	Rate	Qnty	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
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		**$253,870.40**

	Equipment Type	Rate Type	Rate	Qnty	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				**$979,150.00**

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

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 Tates, 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 Tates
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.

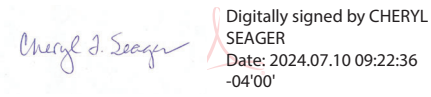
Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

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



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 (lmmacallister@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbaAIgfJgaqQirA6JpmkdfhzYCHImHWoE

"AAC Construction LLC - Emergency Determination_11.25.24" History

Document created by Linda Macallister (lmmacallister@santafenm.gov)
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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

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

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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Andrew Sisneros (Nov 26, 2024 14:34 MST)
_____
ANDREW SISNEROS, MANAGING MEMBER

DATE: Nov 26, 2024

CRS # 03-157349-00-5

Registration # 222939

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 26, 2024 14:34 MST)
_____
MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
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			**$780,875.00**

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Manhole Vaults with Haliday 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
	Strctural 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
	Juristictional 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	Qnty	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*** JD

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

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@cnsp.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, XIV
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		**$253,870.40**

	Equipment Type	Rate Type	Rate	Qnty	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				**$979,150.00**

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	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☒	☐	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☒	☐	**Other: _Emergency Procurement_____**	☐	☒	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>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

CoSF

Version 3 12.1.2023

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: _____

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:

Clerk # _____ Email: _____

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				*{enter as positive #}*	*{enter as negative #}*
WWMD WIP Construction	5000375	572970		8,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Budget Increase from Cash Balance in Wastewater					
Enterprise Fund					
				$ 8,000,000	$ -

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

See attached Justification MEMO.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(8,000,000)
TOTAL:	(8,000,000)

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date: _____

Agenda Item #: _____

Xavier Martinez — Prepared By *{print name}* — 3/21/2024 Date

Michael Dozier — Michael Dozier (Mar 21, 2024 13:58 MDT) — Mar 21, 2024 Date
Division Director Signature *{optional}*

John Dubois (Mar 21, 2024 15:23 MDT) — Mar 21, 2024 Date
Department Director Signature

Andy Hopkins — Budget Officer — Mar 22, 2024 Date

Emily K. Oster — Finance Director *{≤ $5,000}* — Apr 4, 2024 Date

John Blair — John Blair (Apr 4, 2024 17:16 MDT) — Apr 4, 2024 Date
City Manager *{≤ $60,000}*

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 — **Date** Apr 3, 2024

City Approval by:

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

Department Director, John Dupuis — **Date** Apr 4, 2024

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

City Attorney, Erin McSherry — **Date** Apr 3, 2024

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

City Manager, John Blair — **Date** Apr 3, 2024

Emily K. Oster

Finance Director, Emily Oster — **Date** Apr 4, 2024

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

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. 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.

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.

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.

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.

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

Ms. Mona Tates
tates.mona@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.

March 4, 2024
Date

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

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

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	CONTACT NAME: Sherryl Quint	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: squint@downeyandco.com	

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 :	

INSURED
All-Rite Construction, Inc.
539 Oliver Ross Drive NW
Albuquerque NM 87121

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			5X10001	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5X10001	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5J10001	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		89150.109	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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 ContractCertificate holder is recognized as additional insured, as their interest may appear, per policy provisions.

CERTIFICATE HOLDER

City of Santa Fe

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sherryl L Quint

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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

CRS Number: 03-157349-00-5

Owner: Andrew Sisneros

License Number: 222939

License Type: Business License - Renewable

Issued Date: April 05, 2024

Classification: Out of Jurisdiction Contractor - Genera

Expiration Date: April 05, 2025

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

Ver. 16 2/7/2020

CITY OF SANTA FE

Date: November 20, 2024

To: Governing Body

From: Caryn Grosse, PMP, Facilities Project Manager III

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 21, 2024 16:54 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 20, 2024 17:16 MST)

Subject: Mary Esther Gonzales Addition

Vendor Name: FacilityBUILD, Inc.

Munis Vendor Number: 6681

ACTION:
Request for Approval of Amendment #2 to the General Services Contract with FacilityBUILD, Inc., for Design and Construction of an Addition at Mary Esther Gonzales Senior Center to Extend the Term to June 30, 2025. (Caryn Grosse, Public Works Project Manager; clgrosse@santafenm.gov)

CONTRACT NUMBER:
The FY23 Munis Contract Number is 3203945.

BACKGROUND AND SUMMARY:
The Governing Body approved the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement A20E5288 in November 2022, which provided $2,484,852 to plan, design, construct, equip, and furnish an expansion of the Mary Esther Gonzales Senior Center (MEG). The reversion date of this state grant has been extended to June 30, 2025. The design contract was approved in May 2023. Amendment #1 added construction to the scope and was approved by the Governing Body in November 2023.

While the interior construction is expected to be substantially complete by the end of December, colder temperatures may delay completion of the retaining wall, sidewalk and patio. In addition, there are a variety of activities, including inspections, punch list and warranty, installation of furniture and equipment, and so on, which are necessary to close out the construction phase and prepare the space for use. To accommodate these activities, Amendment #2 to extend the contract term to June 30, 2025 is required.

The scope of the project includes renovation of the arts and crafts room to create ADA-accessible restrooms, reconfiguration of the fitness room to provide additional access for users, and the construction of 2 additional rooms. Mary Esther Gonzales Senior Center is the primary senior center in the City of Santa Fe and staff have seen a dramatic increase in the number of clients who use wheelchairs. These additional rooms will provide greater accessibility to activities offered by the Senior Center.

ATTACHMENTS:
Amendment #2
Amendment #1 23-0671
General Services Contract 23-0354
Certificate of Insurance

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement, 30-00000-23-00070, which expires on July 31, 2025.

Chief Procurement Officer (CPS)/Designee: _____ Date: 11/22/2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:
State of NM Aging and Long-Term Services Department Capital Appropriation Project Grant A20E5288
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Construction/572970
Project Name/Number: MEG Expansion/Renovation/SSD2124113

Budget Officer/Designee: Andy Hopkins Date: 11/22/2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☑ Yes | ☐ No
Approval: _____ **Signature:** JOHN BURNETT (Nov 20, 2024 17:16 MST) Date: _____
Comment/Excepti **Email:** jsburnett@santafenm.gov _____

Capital Asset* or Project**? ☑ Yes | ☐ No
Project Ledger# _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Anticipated length of project: completion on or before 6/30/2025

Department Contract Administrator Contact Info: Lisa Kahahane (elkahahane@santafenm.gov)

Item # _____
Munis Contract # 3203945
Original Contract Item # 23-0354
SWPA # 00-00000-20-00110

CITY OF SANTA FE
AMENDMENT No. 2 TO
GENERAL SERVICES CONTRACT
ITEM #23-0354

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated June 6, 2023, (the "Contract"), between the City of Santa Fe (the "City") and FacilityBUILD, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City of Santa Fe with design and construction services for the expansion of the Mary Esther Gonzales Senior Center.

B. Pursuant to Article 8 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. TERM:

Article 5 of the Contract is hereby deleted in its entirety and the City and Contractor substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on the date approved by the City and end on June 30, 2025. The City reserves the right to renew the Agreement on an annual basis by mutual agreement, not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe General Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR: FacilityBUILD, Inc.

cameron kilcup (Nov 15, 2024 10:42 MST)
_____
CAMERON KILCUP, PRESIDENT

DATE: 11/15/2024
NMBTIN# 02-947637-002

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Oct 25, 2024 14:14 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Amend_2_FacilityBuild_MEG_FINAL

Final Audit Report 2024-10-25

Created:	2024-10-25
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAADhM-tCywU1D0ebIKjXB9AyMamUw3r1h

"Amend_2_FacilityBuild_MEG_FINAL" History

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2024-10-25 - 7:48:46 PM GMT- IP address: 63.232.20.2

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2024-10-25 - 7:49:10 PM GMT

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2024-10-25 - 8:14:15 PM GMT- IP address: 104.47.65.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-10-25 - 8:14:29 PM GMT- IP address: 172.59.0.218

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-10-25 - 8:14:31 PM GMT - Time Source: server- IP address: 172.59.0.218

Agreement completed.
2024-10-25 - 8:14:31 PM GMT

Amend_2_FacilityBuild_MEG_FINAL

Final Audit Report 2024-11-15

Created:	2024-11-15
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUpXyFHh3Wz1mmtjHyLcSxDyXwCHr5KhD

"Amend_2_FacilityBuild_MEG_FINAL" History

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Signature Date: 2024-11-15 - 5:42:52 PM GMT - Time Source: server- IP address: 174.240.18.89

Agreement completed.
2024-11-15 - 5:42:52 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES AGREEMENT
ITEM #23-0354

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES AGREEMENT, dated June 6, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and FacilityBUILD, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the City of Santa Fe with design and construction services in the expansion of the Mary Esther Gonzales Senior Center.

B. Pursuant to Article 8 of the Agreement, 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 WORK

Article 2 of the Agreement is amended to add to the scope of work so that Article 2 reads as follows:

Contractor shall design additions to the Mary Esther Gonzales Senior Center, located at 1121 Alto Street, Santa Fe, NM 87501, per the Design Cost Proposal RFE: 23-076, attached hereto and made a part thereof, and in accordance with all of the provisions of the contract with the State of New Mexico price agreement # 00-00000-20-00110. This work includes, but is not limited to the following:

a. Approximately 3,150 square foot addition to the west side of the building containing offices

for counseling, client assessment and respite.

b. Approximately 2,000 square foot addition to the south side of the building for two new multipurpose rooms, renovation of an existing arts and crafts room into new accessible restrooms.

c. Work to include drawings and specifications, building permit application and all associated documentation.

In addition, Contractor shall also construct the south side addition per the plans, which shall include two new rooms, labeled as billiards room and arts and crafts room, and a courtyard, renovate the existing arts and crafts room for new ADA accessible restrooms, and expand the fitness room, per the proposal dated September 5, 2023, marked "Exhibit A," which is attached hereto and made a part thereof.

2. COMPENSATION.

Article 3, of the Agreement is amended to increase the amount of compensation by a total of $1,747,444.50, so that Article 3, reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:		Price
01	Design & Value Engineering (original contract)	$169,548.20
02	Construction of addition and other renovations (Amendment #1)	$1,346,000.00

Unanticipated Cost Overrun:	Price
20% Unanticipated Construction Cost Overrun*	$269,200.00

*In the event the project exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 20% of the project cost, $269,200.00,

The total compensation under this Agreement shall not exceed $1,930,874.46 including New Mexico gross receipts tax.

3. TERM:

Article 5 of the Agreement is hereby amended to read as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 City of Santa Fe General Service Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 4, 2023

CONTRACTOR: FacilityBuild

CAMERON KILCUP, PRESIDENT

DATE: 10/3/23

CRS# 02-947637-002
Registration# 224809

ATTEST:

Geralyn Cardenas (Dec 4, 2023 16:00 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 11/29/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 29, 2023 15:57 MDT)

ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Nov 2, 2023 12:22 MDT)

EMILY OSTER, FINANCE DIRECTOR

3459981.572960 SSD2124113 AH
AH
Org. Name/Org #

FacilityBUILD DESIGN · BUILD · ON-CALL

CONSTRUCTION BUDGET COST PROPOSAL

Date: 9/5/2023 RFE: 23-076

City of Santa Fe **Project:** CITY OF SANTA FE – MARY ESTER GONZALES SENIOR CENTER – RENOVATIONS – DESIGN ONLY
CARYN GROSSE, PMP PUBLIC WORKS Procurement Contract: *State Wide Pricing Agreement (SPA)*
120 SOUTH FEDERAL PL. #305, Email address: CLGROSSE@SANTAFENM.GOV
SANTA FE, NM 87501 Telephone # (505) 955-5938
Physical Job Address: *1121 ALTO ST., SANTA FE, NM 87501*
Plans and specifications provided by: *Mifsud Associates Architects, LLC.*
Architectural Firm: Mifsud Associates Architects, LLC **Architect: Paul Mifsud**
227 East Palace Avenue, Suite E 505-982-2363
Santa Fe, NM 87501

Scope of Work:

Phase 1: construct addition at Mary Esther Gonzales Senior Center, including two (2) new multi-purpose rooms on the southeast side of the building totaling about 2,000 square feet, renovate an existing arts and crafts room into new ADA accessible restrooms, and reconfigure walls between the existing fitness and billards room and provide a courtyard and hallways for access/egress.

Phase 2: develop construction plans for an approximately 2,600 square foot addition to the west side of the building and containing offices for counseling, client assessment and respite, with ADA accessible unisex restroom and employee breakroom.

2) Per plan sheets A-1, A-2 and A-3 dated 7/12/2023 by Mifsud Associates Architect as approved 7/13/2023 by owner and to include owner approved updated revisions.

Clarifications:

1) This is a budget proposal; final construction costs to be based upon final design documents, not to exceed the specified budget of $1,808,386, including tax.

Excludes:

Items not shown on drawings, including repair or replacement of existing architectural, structural, electrical, fire systems, life safety, any existing facility code violations, hidden conditions or additional material testing outside the project area and not included in the design process, and site improvements beyond the construction documents. Existing Irrigation or landscape work or any design construction work not specifically described in the scope of work, construction documents, new design drawings or specification is not included. Material Testing, Hazardous Materials Assessment, Abatement, Disposal, existing Fire Alarm and Fire Protection that are not part of the design proposal unless specifically noted otherwise.

	Contingency	20%	$1,346,000.00 $269,200.00
		Subtotal	$1,615,200.00
NM GRT @	City of Santa Fe	8.1875%	$132,244.50
		TOTAL	**$1,747,444.50**

FacilityBUILD's Authorized Signature: _____ date 9/5/23
R long rlong@facilitybuild.com

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name:

Client Authorized Signature: _____ date _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616 www.facilitybuild.com

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203945

Contractor: FacilityBUILD, Inc

Description: Design and construction to expand the MEG Senior Center.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 05/31/2023 Term End Date: 12/31/2023

☐ Approved by Council Date: _____

Contract / Lease: 3203945

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ 1,747,444.50

Extend Termination Date to: December 31, 2024

☐ Approved by Council Date: _____

Amendment is for:

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

Agreement was approved by Governing Body on May 31, 2023.

3. **Procurement History:** SPA 00-00000-20-00110

_____ Nov 1, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** SnrCmDvCIP SSD2124113 **Org / Object:** 3459981/572960

Andy Hopkins Oct 30, 2023

Andy Hopkins (Oct 30, 2023 14:24 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Caryn Grosse Phone # 505-955-5938

Email: clgrosse@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

_____

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: FacilityBUILD

Procurement Title: Amendment #1 to Add Compensation and Extend the Term

Procurement Method: State Price Agreement [•] Cooperative [ ] Sole Source [ ] Other [ ]

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

Department Requesting Public Works/Facilities Div Staff Name Caryn Grosse, PMP

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Caryn Grosse, PMP — Project Administrator, Sr — 10/3/2023

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

Chief Procurement Officer — Nov 1, 2023

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

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

City of Santa Fe, New Mexico
Memorandum

DATE: **October 18, 2023**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Director**
Maria Sanchez-Tucker, Community Services Department Director
Manuel Sanchez, Senior Services Division Director Manuel Sanchez (Oct 23, 2023 08:18 MDT)
Sam Burnett, Facilities Division Director

FROM: **Caryn Grosse, PMP, Facilities Project Administrator Sr.**

ACTION:
Approval of Amendment#1 to Item #23-0354 for General Services Contract with FacilityBUILD, Inc. to Design and Construct an Addition at Mary Esther Gonzales Senior Center to add Scope, Increase the Contract Amount to $1,930,874.46, including NMGRT, and Extend the Term to December 31, 2024. (Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938)

BACKGROUND AND SUMMARY:
The Governing Body approved the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement A20E5288 in November 2022, which provides $2,484,852 to plan, design, construct, equip, and furnish an expansion of the Mary Esther Gonzales Senior Center (MEG). This state grant currently expires on June 30, 2024.

The schedule for this project is being compressed to encumber and expend the grant as quickly as possible. In order to begin construction as soon as drawings are complete, this amendment is being processed before the final construction costs based on the 100% design has been developed. The amendment cost includes cost estimate based on 60% design plus 20% contingency for unanticipated costs and additional design.

The design contract in the amount of $183,657.15 was approved in May 2023. Design and construction drawings are progressing beyond 60% completion and the plans are expected to be completed and ready for construction in November 2023.

Scope includes renovation of the arts and crafts room to create ADA-accessible restrooms, reconfiguration of the fitness room to provide additional access for users, and the construction of 2 additional rooms. Mary Esther Gonzales Senior Center is the primary senior center in the City of Santa Fe and staff have seen a dramatic increase in the number of clients who use wheelchairs. These additional rooms will provide greater accessibility to activities offered by the Senior Center.

City Staff is requesting a six-month extension from the State for the grant funding. While the construction is planned to be substantially complete by the end of June, there are a variety of activities, including inspections, punch list and warranty, installation of furniture, and so on, which are necessary to close out the construction phase and prepare the space for use. To accommodate these activities, the amendment extends the contract term to December 31, 2024.

PROCUREMENT METHOD:
The procurement method is via NM Statewide Price Agreement (SWPA) # 30-00000-23-00070 General Construction Services State-Wide which expires on June 30, 2024.

FUNDING SOURCE:
State of NM Aging and Long-Term Services Department Capital Appropriation Project Grant A20E5288
Project Name/Number: MEG Expansion/Renovation/SSD2124113
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:
Amendment #1 and FacilityBUILD proposal
Summary of Contracts
Procurement Checklist
FacilityBUILD, Inc. Preliminary Schedule
FacilityBUILD, Inc. 95% Construction Plans
FacilityBUILD, Inc. Contract 23-0354
FacilityBUILD Business License
FacilityBUILD Certificate of Insurance

Halona Crowe

Item# 23-0354
Munis Contract# 3203945

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

MEG Center Expansion Contract

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **FacilityBuild** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **FacilityBuild**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. Contractor shall design additions to the Mary Esther Gonzales Senior Center, located at 1121 Alto Street, Santa Fe, NM 87501, per the Design Cost Proposal RFE: 23-076, attached hereto and made a part thereof, and in accordance with all of the provisions of the contract with the State of New Mexico price agreement # 00-00000-20-00110. This work includes, but is not limited to the following:

1) Approximately 3,150 square foot addition to the west side of the building containing offices for counseling, client assessment and respite.
2) Approximately 2,000 square foot addition to the south side of the building for two new multipurpose rooms, renovation of an existing arts and crafts room into new accessible restrooms.
3) Work to include drawings and specifications, building permit application and all associated documentation.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 Design		$138,296.63
02 Value Engineering Contingency		$31,251.57

The total compensation under this Agreement shall not exceed $169,548.20 excluding New Mexico gross receipts tax of $14,108.95 for a total of $183,657.15.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services

contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically

state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the

Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Caryn Grosse, PMP
Project Administrator, Sr
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
505-955-5938

To the Contractor:
Renier Long
Senior Project Manager
FacilityBuild, Inc.
5904 Florence Avenue NE
Albuquerque, NM 87113
rlong@facilitybuild.com
505-828-0060

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Jun 6, 2023

CONTRACTOR: FacilityBuild

CAM[illegible]ON KILCUP

DATE: 3/15/23

CRS# 02-947637-002

Registration # 224809

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 05/31/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 9, 2023 10:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 6, 2023 16:39 MDT)

EMILY OSTER, FINANCE DIRECTOR

3459981.572960 SSD2124113 AH
AH
Org.Name/Org.#

FacilityBUILD DESIGN • BUILD • ON-CALL

DESIGN COST PROPOSAL

Date: 4/17/2023 RFE: 23-076

City of Santa Fe **Project:** CITY OF SANTA FE – MARY ESTER GONZALES SENIOR CENTER – RENOVATIONS – DESIGN ONLY

CARYN GROSSE, PMP PUBLIC WORKS Procurement Contract: *SPA*

120 SOUTH FEDERAL PL. #305, Email address: CLGROSSE@SANTAFENM.GOV

SANTA FE, NM 87501 Telephone # (505) 955-5938

Physical Job Address: *1121 ALTO ST., SANTA FE, NM 87501*

Plans and specifications provided by: *Mifsud Associates Architects, LLC.*

Architectural Firm: Mifsud Associates Architects, LLC ***Architect: Paul Mifsud***

227 East Palace Avenue, Suite E 505-982-2363

Santa Fe, NM 87501

Scope of Design Work (Phase 1 and Phase 2):

1)The project will include an approximately 3,150 square foot addition to the west side of the building and containing offices for counseling, client assessment and respite. This addition will also include ADA accessible restrooms and an employee breakroom. The project will also include two new multi-purpose rooms to be added to the east side of the building totaling about 2,000 square feet. This work will include renovation an existing arts and crafts room into the new ADA accessible restroom and provide a hallway that will access the new multi-purpose rooms. The work will include providing drawings, and specifications, and submitting the Building Permit Application and all associated documentations. Architect will also meet with the owner and end user to obtain direction and to coordinate their needs to meet the requirements of the project.

*2)Post design inspection (Job Site Compliance Inspections) by the Architect or the design team is **not** included and will need to be added by a change order if desired or needed, when requested by owner.*

Clarifications:

*1) See **attached proposal (Attachment A) and plan (Attachment B) from Mifsud Associate Architects, LLC** dated February 14, 2023 for greater details and further clarifications including the civil, structural, architectural or MEP portion of the project.*

*2) Coral design costs (exterior site improvements or new storage facility) are **not** included within this cost proposal.*

3) A soils report for the new facility is included within this cost proposal.

4) An allowance of $3,500.00 is included for a materials report. Owner my provide a materials report and a credit of $3,500.00 will be issued if needed. Final cost of the materials report is TBD.

Value Engineering Contingency: *Should the design cost budget exceed the budgeted cost of $2,400,000.00 the design may be valued engineered - see Option A below for the added cost which may be exercised if approved by owner or if not needed credited back to the owner.*

Excludes:

Permit or expansion fees, Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, existing code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work, construction documents, new design drawings or specification is not included. Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection that are not part of the design proposal unless specifically noted otherwise..

				$138,296.63
	Option A:	*Value Engineering Contingency*	*Add:*	**$31,251.57**
			Subtotal	**$169,548.20**
NM GRT @	City of Santa Fe	*8.3215%*		**$14,108.95**
			TOTAL	**$183,657.15**

FacilityBUILD's Authorized Signature: *Renier V. Long* *date* *2/17/2023*

R loNG *rlong@facilitybuild.com*

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name:

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04

5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616 www.facilitybuild.com

227 East Palace Avenue, Suite E, Santa Fe, NM 87501

tel. 505.982.8363
fax. 505.989.3311

email:sfarchitect@comcast.net

MIFSUD ASSOCIATES ARCHITECTS LLC

www.santafearchitects.com

Cameron Kilcup
Facility Build
5904 Florence Ave. NE
Albuquerque, New Mexico 87113

February 14, 2023

Dear Cameron,

Based on our previous programming work on this project, and on our extensive knowledge of the facility, we have developed this proposal to provide architectural consulting services for the proposed **additions and renovation work** at the **Mary Esther Gonzales Senior Center at 1121 Alto Street** in Santa Fe, New Mexico. Mifsud Associates Architects, LLC will provide consulting services for the design development, and construction documents of the proposed improvements. We are very familiar with this facility, while our previous work improving this building has given us a special understanding of the building's construction systems and renovation history.

PROJECT DESCRIPTION

The project will include an approximately 3,150 square foot addition to the west side of the existing building containing offices for counseling, client assessment, and respite. This addition will also include ADA accessible restrooms and an employee breakroom. The project will also include two new multi-purpose rooms to be added to the east side of the building totalling about 2,000 square feet. This work will include renovating an existing arts and crafts room into new ADA accessible restrooms and provide a new hallway that will access the new multi-purpose rooms. The design development will be closely based on the schematic design produced by our office in March of 2019. The work will include providing drawings, and specifications, and submitting the Building Permit Application and all associated documentation. We will also meet with you and the users to obtain direction and to coordinate their needs to meet the requirements of the project.

Our work will be divided into two Phases:

PHASE I: DESIGN DEVELOPMENT AND PRELIMINARY APPROVAL

Using the information we previously discussed, we will provide architectural design development services that explore options and develop a final scope for the work. The process will consist of our generation of design options and engineering strategies that we both review. You will have plans, elevations, and electrical and mechanical strategies that you approve before moving on to the next phase of the work. This work will also include a preliminary specification of the materials and equipment to be used. We will visit the site as needed to determine the existing conditions and available electrical and mechanical facilities for the project. Documents will be produced to define the basic layouts and conditions, including preliminary engineering drawings. We will meet with City of Santa Fe Public Works Department to ensure the design meets all requirements before moving on to the next Phase of the Work.

PHASE II: CONSTRUCTION AND PERMIT DOCUMENTS

We will produce and coordinate the final construction documents, which will be suitable for pricing and construction. We will develop and issue details as they are needed to describe the design. We will perform HVAC load calculations, Structural, Plumbing, Mechanical, and Electrical systems design and drawings. We understand that the building may require an upgraded electrical service. This work will include meeting with you and your staff to obtain direction and to coordinate your needs to meet the requirements of the project and to confirm the submittal requirements and submitting the Building Permit Application and all associated documentation. This work will also include Civil engineering services. Any changes made to the work completed in this phase after client approval will be considered additional services.

We will produce the following documents:

- Information sheet with a title, drawing index, vicinity map, and code information.
- Site Plan identifying site amenities, property lines, parking areas, and setbacks.
- Site Demolition Plan
- Demolition floor plan showing walls, structure, systems, and fixtures to be removed
- Floor Plans showing dimensions, wall types, windows and doors, and designated work areas.
- Exterior elevations of the remodelled building
- Reflected Ceiling Plans coordinating lighting and HVAC layouts
- Roof Plan, including drainage design.
- Interior elevations of restrooms and casework
- Typical wall sections of all separations and conditions, including reference to approved fire assemblies
- Detail sheets with site, roof , and other details.
- Window and door schedules, notes, and details

Drawings that will be provided by the Engineering team:

- Grading and drainage plans
- Site construction detail sheets
- Foundation plans & details
- Roof framing plans & details
- Mechanical plans, details, and schedules
- Mechanical Roof Plan, details, notes.
- Plumbing plans, details, notes, and schedules
- Electrical power & lighting plans.
- Electrical diagrams, panel schedules, and notes.
- Special systems plans, notes, and details.
-Fire Protection Plans, Details, and calculations.

CONTINGENCY

Value engineering revisions to the construction documents needed after the completion of Phase II of this agreement will be handled on an hourly basis under this contingency. *This is an estimate and not a fixed fee*, and if revisions to the design and construction documents are not needed this will not be utilized.

In order to provide quality services, please furnish us with full information as to your requirements including any special or extraordinary considerations for the project. Additionally, access to any pertinent existing data, including any environmental survey, asbestos-containing material test results, or energy evaluation will be critical to completing a successful project. This proposal assumes that a geotechnical investigation will be conducted on the site. A conventional concrete slab and stem wall on a continuous footing is assumed to be acceptable.

Not Included in Our Fees

Gross receipts tax at 8.3125%, plotting, permitting or approval fees, reproduction of documents for permitting and construction, third party renderings, and overnight mail charges are not included and if needed, will be billed as separate line items at our cost. We do NOT charge for in-house copies, phone calls, or faxes.

Hourly Rates (not including gross reciepts tax):

Principal Architect: $161.00/hour
Associate / Project Manager: $110/hour
Drafting / Expediter: $98.00/hour
Civil Engineer: $173.00/hour
Structural Engineer: $259.00/hour
Mechanical Engineer: $288.00/hour
Electrical Engineer: $288.00/hour

Terms

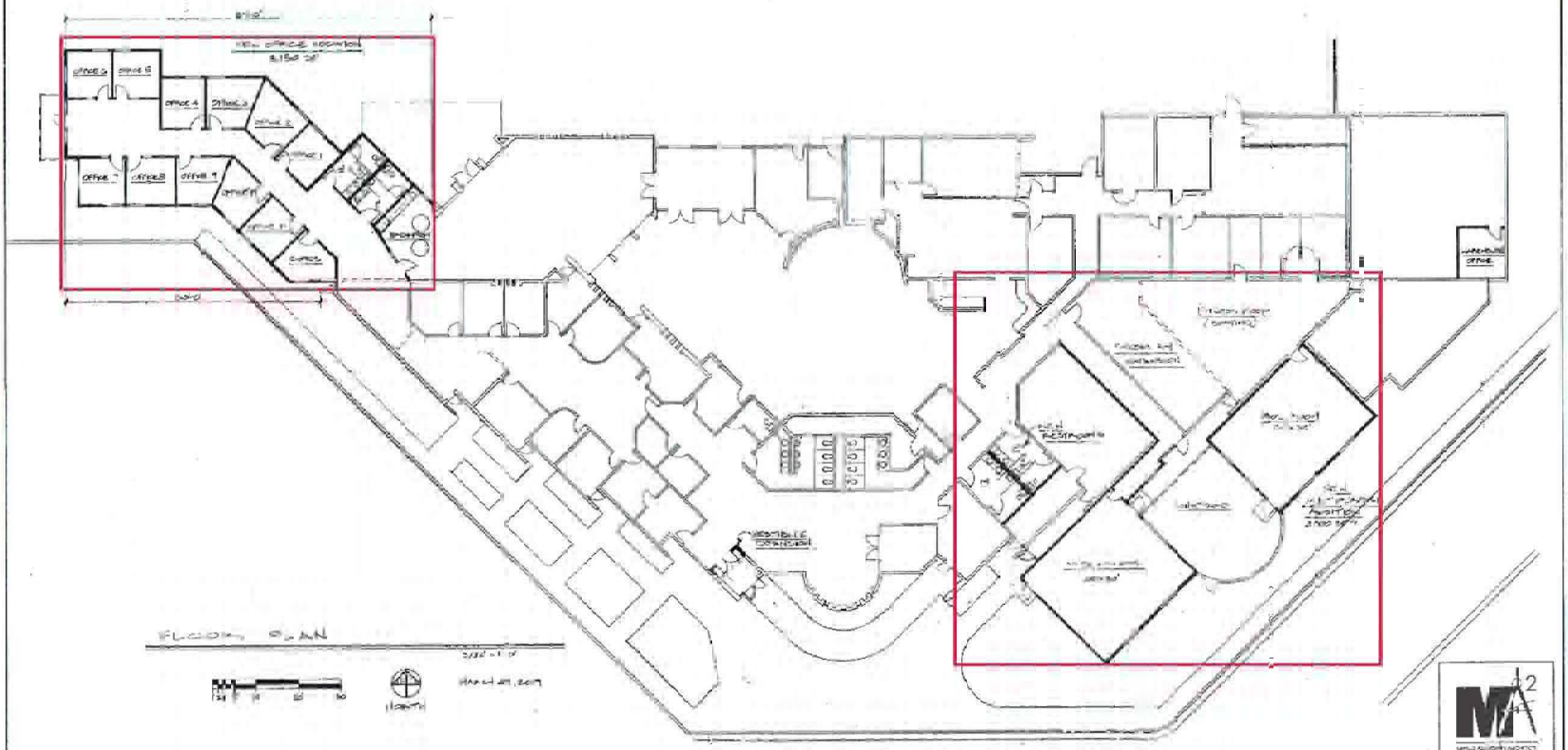
We will bill you monthly for the Work we have completed, and payment will be due within 30 days of billing. We will not require a down payment to begin our work. Interest will be charged at a rate of 4% per month for any outstanding balance unpaid after 60 days. The terms and conditions of this agreement are valid for 12 months from the date of the proposal.

This agreement may be terminated at any time by either party upon receipt of written notice. Any fees for services provided before notification of termination is received will be due and payable upon receipt of our final invoice. We agree that any disputes relating to our work on this project will at first be dealt with by a professional mediator. Mifsud Associates Architects' liability on this project shall be limited to the amount of our fees or $50,000.00, whichever is greater. Client shall indemnify, defend, and hold harmless MA Squared, DBA Mifsud Associates Architects, LLC, its officers, agents, employees and subcontractors from liability, and all associated costs arising from services or work performed on the Project by third parties, including but not limited to Client, its officers, employees, agents, subcontractors, consultants, and contractors.

MARY ESTHER GONZALES SENIOR CENTER

1121 ALTO STREET

SANTA FE, NEW MEXICO



City of Santa Fe, New Mexico
Memorandum

DATE: **May 10, 2023**

TO: **Public Works & Utilities Committee, Governing Body**

VIA: **Regina Wheeler, Public Works Director**
Kyra Ochoa, Community Health and Safety Department Director Kyra Ochoa (May 11, 2023 11:24 MDT)
Maria Sanchez-Tucker, Community Services Division Director Maria C. Tucker
Sam Burnett, Facilities Division Director

FROM: **Caryn Grosse, PMP, Facilities Project Administrator Sr.** CG

ACTION:
Approval of a General Services Contract with FacilityBUILD, Inc., in the total amount of $183,657.15, including NMGRT, for design of the Mary Esther Gonzales Senior Center Expansion; Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938; Denise Gabaldon, rdgabaldon@santafenm.gov, 505-955-5934

BACKGROUND AND SUMMARY:
The Governing Body recently approved the State of New Mexico Aging and Long Term Services Department Capital Appropriation Project Grant Agreement A20E5288 which provides $2,484,852 to plan, design, construct, equip and furnish an expansion of the Mary Esther Gonzales Senior Center (MEG). The grant provides $148,466 for design. Community Services is providing an additional $35,200 to complete detailed design and construction plans from the schematic design (attached BAR). The remaining $2,311,537 of the grant is allocated for construction.

Mary Esther Gonzales Senior Center is the primary senior center in the City of Santa Fe. Located in the northeastern part of the City where senior population is concentrated, the MEG facility has seen a dramatic increase in clients who use wheelchairs.

Examples of planned improvements to the facility include:

1. While clients who use wheelchairs can be comfortably accommodated in the cafeteria, they are unable to easily access the fitness room and the arts & crafts room. These rooms will be expanded and remodeled to create wider entrances and larger aisles between equipment and furnishings to provide access for users in wheelchairs.

2. There is currently only one ADA toilet in the MEG and during peak hours when 200-250 people may be in the building, patrons who use wheelchairs may have to use non-ADA toilets which may compromise their safety and privacy. Installation of new ADA restrooms will be provided.

3. Additional offices for counseling, assessment of clients, and respite will be provided.

PROCUREMENT METHOD:
The procurement method is via NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 which expires on June 30, 2023.

FUNDING SOURCE:
$183,666 is available for design; $148,466 from State of New Mexico Aging and Long Term Services Department Capital Appropriation Project Grant A20E5288 and $35,200 from Community Service
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Design/572960

ATTACHMENTS:
Contract-FacilityBuild
Proposal-FacilityBuild
Approved BAR
Schematic Design
Procurement Documents (SWPA# 00-00000-20-00110)
Certificate of Insurance-FacilityBuild
Business License-FacilityBuild
Summary of Contracts
Procurement Checklist

City of Santa Fe, New Mexico
Memorandum

DATE: **May 4, 2023**

TO: **John Blair, City Manager**
Emily Oster, Finance Director
Andy Hopkins, Budget Officer

VIA: **Kyra Ochoa, Community Health and Safety Department Director** KO
Maria Sanchez Tucker Community Services Department Director MT

FROM: **Manuel Sanchez, Interim Senior Services Director** MS
MS (May 5, 2023 11:42 MDT)

ITEM AND ISSUE:

The Community Health and Safety Department Community Services requests approval of a BAR in the amount of $35,200 for the Design work of the Mary Ester Gonzales Senior Center Expansion.

Background and Summary:

This request is to provide additional funding needed for the design of the Expansion of the MEG center.

From:

1001001.510310	Service Contracts	($35,200)

To:

3459981.572960	WIP Design	$35,200

ACTION REQUESTED:
Please approve the BAR request for the Community Health and Safety Department Community Services Administrative Division in the amount of $35,200.00.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Community Services/Senior Services	5/4/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3459981	572960	SSD2124113	35,200	
Service Contracts	1001001	510310			(35,200)
Capital Transfer to Seniors/Community Development CIP	1001001	760345		35,200	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer from General Fund	3459981	660100		(35,200)	
				$ 35,200	$ (35,200)

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

Funding for MEG Senior Center Design

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Manuel Sanchez MS — 5/4/2023
Prepared By *{print name}* — Date

Maria C. Tucker — May 5, 2023
Division Director Signature *{optional}* — Date

Kyra Ochoa (May 5, 2023 16:09 MDT) — May 5, 2023
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 — May 5, 2023
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

John Blair (May 9, 2023 10:34 MDT) — May 9, 2023
City Manager *{≤ $60,000}* — Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203945

Contractor: FacilityBuild

Description: Expansion of MEG Senior Center.

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: TBD Term End Date: 12/31/2023

[☐] Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** SPA 00-0000020-00110

Purchasing Officer Review: May 18, 2023 Date:

Comment & Exceptions: Procured via Statewide Price Agreement

4. **Funding Source:** WIP Design **Org / Object:** 3459981/572960

Andy Hopkins (May 18, 2023 11:57 MDT)

Budget Officer Approval: May 18, 2023 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Caryn Grosse, PMP Phone # 505-955-5938

Email: clgrosse@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: FacilityBuild

Procurement Title: MEG Senior Center Expansion

Procurement Method: State Price Agreement [•] Cooperative [ ] Sole Source [ ] Other [ ]

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

Department Requesting Public Works/Facilities Div Staff Name Caryn Grosse

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Caryn Grosse, PMP	Project Administrator Sr.	3/22/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	May 18, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2024

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	CONTACT NAME: Chad Rush	
Brown & Brown Insurance Services, Inc. PO Box 94450 Albuquerque NM 87199	PHONE (A/C, No, Ext): (505) 821-5888	FAX (A/C, No):
	E-MAIL ADDRESS: chad.rush@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
FacilityBUILD, Inc. 5904 Florence Ave NE Albuquerque NM 87113	INSURER A : The Continental Insurance Company	35289
	INSURER B : National Fire Insurance Company of Hartford	20478
	INSURER C : New Mexico Assurance Company	13673
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6080401878	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BUA 6080401881	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0101272.105	04/01/2024	04/01/2025	[X] PER STATUTE [ ] 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)

Job Number: 247002
Project Title: COSF-MEG Center Renovation
Contact: Caryn Grosse (clgrosse@santafenm.gov), 505-955-5938

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Memo Amend 2 Term_FacilityBuild_MEG_11 15 2024_CG1 RAW revsions RW.

Final Audit Report 2024-11-21

Created:	2024-11-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxSsCsCqtANTsPOHNPs50-5IsJRCmYeAn

"Memo Amend 2 Term_FacilityBuild_MEG_11 15 2024_CG1 RAW revsions RW." History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-20 - 11:24:24 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2024-11-20 - 11:27:52 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2024-11-21 - 0:02:08 AM GMT- IP address: 104.47.65.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2024-11-21 - 0:03:41 AM GMT - Time Source: server- IP address: 63.232.20.2

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Signature Date: 2024-11-21 - 0:16:47 AM GMT - Time Source: server- IP address: 174.218.21.200

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2024-11-21 - 0:16:51 AM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-21 - 4:36:38 PM GMT- IP address: 104.47.64.254

Powered by Adobe Acrobat Sign

Elizabeth Kahahane (elkahahane@santafenm.gov) added alternate signer Regina Wheeler (rawheeler@ci.santa-fe.nm.us). The original signer rawheeler@santafenm.gov can still sign.

2024-11-21 - 11:54:33 PM GMT- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@ci.santa-fe.nm.us) for signature

2024-11-21 - 11:54:33 PM GMT

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler

2024-11-21 - 11:54:57 PM GMT- IP address: 67.0.193.128

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2024-11-21 - 11:54:59 PM GMT - Time Source: server- IP address: 67.0.193.128

Agreement completed.

2024-11-21 - 11:54:59 PM GMT

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Date: November 20, 2024

To: Mayor Alan Webber and Governing Body
Finance, Quality of Life and Public Works & Utilities Committees.

Via: Daniel Harnandez, Director, Metropolitan Redevelopment Agency DH

From: Nina Nguyen, Asset Development Associate, Office of Economic Development NN

Subject: Amendment 5 to Amended and Restated Lease Agreement Between the City of Santa Fe and Santa Fe Recovery Center, Inc.

Vendor Name: Santa Fe Recovery Center, Inc.

Vendor Number: 2761

ITEM AND ISSUE:
The Office of Economic Development respectfully requests approval of Amendment No. 5 ("Amendment") to Amended and Restated Lease Agreement Between the City of Santa Fe and Santa Fe Recovery Center, Inc. for Buildings 6B-1 and 6B-2 and Building 12 (King Hall) at 1600 S. St. Michael's Drive, Santa Fe, NM. The Amendment, if approved, extends the term of the lease for King Hall to September 1, 2025 and for the Student Apartments to February 1, 2025.

Action Requested: Please approve Amendment No. 5 to the Amended and Restated Lease Agreement.

BACKGROUND AND SUMMARY:
On November 15, 2019, the City of Santa Fe ("City") and Santa Fe Recovery Center, Inc. ("SFRC"), a New Mexico non-profit corporation, entered into an amended and restated lease agreement (Item #19-0872) to occupy City owned buildings located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design. The lease agreement was for Buildings 6B-1 and 6B-2, an adjacent laundry/office accessory building, and a portion of Building 12 (King Hall). The initial term was six months with two optional terms of six months each.

Amendment No. 1 (August 26, 2020, Item #20-0442) allowed SFRC to occupy 6,000 additional square footage in Building 12 (King Hall) to expand their treatment facility, and adjusted rent and terms for partial vacation of some space. Amendment No. 2 (December 16, 2020, Item #20-0692) allowed SFRC to further expand their operations within King Hall and adjusted the term to end May 31, 2021. Amendment No. 3 (August 31, 2022, Item #22-0415) adjusted rent and extended the term of their lease agreement through November 1, 2023. Amendment No. 4 (November 16, 2023, Item #23-0467) extended the term of their lease agreement through November 1, 2024.

Amendment No. 5 will become effective with the date of final signature and will terminate on February 1, 2025 for the Student Apartments and September 1, 2025 for King Hall, with no provision for extension.

$$$$$ SOURCE/REVENUE: ☐**Expense** ☒**Revenue**

The funding source is:
Munis Org Name/Number: 5256175
Munis Object Name/Number: 460150

Budget Officer Approval: Andy Hopkins **Date:** 11/20/2024
Comment/Exceptions: _____

Department Contract Administrator Contact Info: Nina Nguyen, Asset Development Associate, nanguyen@santafenm.gov, (505) 819-1870

ATTACHMENTS:

Amendment #5
Amendment #4
Amendment #3
Amendment #2
Amendment #1
Amended and Restated Lease Agreement

AMENDMENT 5 TO AMENDED AND RESTATED LEASE AGREEMENT

BETWEEN

THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties."

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's "Extended Residential", "Recovery Housing" and "Social Detoxification" programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size of the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term of the Lease Agreement and to reduce rent based on a 2017 appraisal; and

E. On November 8, 2023, Amendment 4 was executed by the Parties to extend the term of the Lease Agreement and to remove the month-to-month tenancy provision if the Lessee was to remain in possession of the Premises after the expiration of the then current term; and

F. The Parties now desire to amend the Lease Agreement to reduce the size of the Premises, reduce the rent accordingly and to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. **Article 1 (PREMISES)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

1. **PREMISES**

Lessor allows Lessee to use, occupy and improve, subject to the terms and conditions of this Lease Agreement, the following:

A. Portions of that certain existing City-owned building known as Building 12 (King Hall) consisting of approximately 20,525 square feet.

B. Certain City-owned buildings known as Buildings 6B-1 and 6B-2 containing 24 two-bedroom apartments of approximately 625 square feet each, and an adjacent laundry/office accessory building of approximately 400 square feet. Total square feet of approximately 15,400 square feet (collectively Student Apartments).

C. And furnishings as contained in the premises described above, all located at 1600 Saint Michaels Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (Premises). Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as the condition of the Premises or as to the use, which may be made thereof.

2. **Article 3 (LEASE TERM)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**

A. The term of this Lease Agreement for King Hall shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on September 1, 2025.

B. The term of this Lease Agreement for the Student Apartments shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on February 1, 2025.

3. **Article 5 (RENT)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

5. **RENT**

A. Lessee shall pay Monthly Base Rent for King Hall of $9,789.37 ($117,472.38 annually).

B. Lessee shall pay Monthly Base Rent for the Student Apartments of $7,345.00 ($88,140.00 annually).

C. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier's office, 200 Lincoln Avenue, Room 114, Santa Fe, NM.

Except as specifically provided in this Amendment #5, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the dates set out below,

Lessor: CITY OF SANTA FE

By _____
ALAN WEBBER, MAYOR

Lessee: SANTA FE RECOVERY CENTER, INC.

By _____
STACY MARTIN, CHIEF EXECUTIVE OFFICER

ATTEST:

By _____
GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Patricia Feghali
By Patricia Feghali (Nov 15, 2024 11:20 MST)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED:

_____
EMILY K. OSTER, FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM

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AMENDMENT 4 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties.".

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size if the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term and to reduce rent based on a 2017 appraisal.

E. The Parties now desire to amend the Lease Agreement to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. The first, second, and third paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**
The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on November 1, 2024.

Except as specifically provided in this Amendment #3, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

Lessor: CITY OF SANTA FE

By _____
ALAN WEBBER, MAYOR

ATTEST:

By _____ Geralyn Cardenas (Nov 16, 2023 08:46 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 11/8/2023 XIV

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Patricia Feghali
By Patricia Feghali (Oct 18, 2023 15:37 MDT)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Nov 15, 2023 17:26 MST)
EMILY K. OSTER, FINANCE DIRECTOR 5256175.460150
BUSINESS UNIT/LINE ITEM

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Lessee: SANTA FE RECOVERY CENTER, INC.

By _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 20th day of OCTOBER 2023, by STACY MARTIN, CEO.

_____
Notary Public

My commission expires:

THOMAS EDWARD BECKER
Notary Public
State of New Mexico
Comm. # 1140663
My Comm. Exp. Jul 11, 2027

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AMENDMENT 3 TO AMENDED AND RESTATED LEASE AGREEMENT

BETWEEN

THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties.".

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size if the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. The Parties now desire to amend the Lease Agreement to extend the term and reduce rent to reflect a current market rental value based on a 2017 appraisal, which has been adjusted for inflation.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. The first and second paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

> 3. **LEASE TERM**
> The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12.01 a.m. on November 1, 2023.

2. Article 5 (RENT), A (Base Rent) of is Lease Agreement is hereby deleted in its entirety and replaced with the following:

> A. Base Rent. Lessee shall pay monthly Rent of $17,134.37 which is due on the Effective Date and thereafter due in full on the first day of each month during the Term, without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

Effective date of this Base Rent shall be June 1, 2022.

Except as specifically provided in this Amendment #3, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Lessor: CITY OF SANTA FE

By _____
ALAN WEBBER, MAYOR

ATTEST:

By _____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK
GB MTG 08/31/2022

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By _____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
Alexis Lotero (Sep 5, 2022 21:40 MDT)
ALEXIS LOTERO, ACTING FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM AH
AH

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Lessee: SANTA FE RECOVERY CENTER, INC.

By _____
SHERMAN SNYDER, CHIEF FINANCIAL OFFICER

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 16 day of June 2022, by Sherman Snyder, _____.

Dee Ann Briceño-Roybal
Notary Public

My commission expires:

DEE ANN BRICENO-ROYBAL
Notary Public - State of New Mexico
Commission # 1080120
My Comm. Expires Jun 3, 2024

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AMENDMENT NO. 2 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDMENT NO. 2 to AMENDMENT NO. 1 dated August 26, 2020, and the AMENDED AND RESTATED LEASE AGREEMENT dated November 15, 2019, (Lease Agreement) is made and entered into this _____ day of _____, 2020 by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amendment 1 and the Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporates two additional residential hallways within the King Hall facility in order spread out their existing population numbers to help mitigate the potential spread of Covid-19 on the Midtown Campus facility for the benefit of their clients;

WHEREAS, the Lessor agrees to allow Lessee the additional use of its buildings and furnishings for the purpose of mitigating the spread of Covid-19, but does so solely to expand the premises with their existing population to afford Lessee the ability to properly socially distance the existing population for drug and alcohol treatment programs;

WHEREAS, the Lessor due to these exigent circumstances and because the population will not increase agrees that while the Premises will be expanded the rental amount will not be changed;

NOW THEREFORE, the parties of this Amendment No. 2 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional two residential hallways within Building 12 (King Hall) in order to spread out their existing population at the Midtown Campus facility to help mitigate the spread of Covid-19 for the benefit of their clients and the City of Santa Fe;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement and the Amendment 1 to read as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 20,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) beginning November 1, 2020 by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). This reduction shall only be allowed following a walkthrough scheduled by the Lessee with the Lessor in which the Lessee demonstrates the premises in questions have been vacated.

3. Parties do hereby agree with additional usage there is also necessity to amend existing Article 5 of the Amended and Restated Lease Agreement and the Amendment to read as follows removing B:

5. RENT

A. Base Rent Lessee shall pay thirty-five, two-hundred and fifty-five dollars and sixteen cents **($35,255.16)** as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 2, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this _____ day of _____, 2020.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Jan 22, 2021 20:03 MST)

GC
GC

YOLANDA Y. VIGIL, CITY CLERK

GB MTG 12/16/2020

CITY ATTORNEY'S OFFICE:

Andrea Salazar
Andrea Salazar (Dec 11, 2020 13:10 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM

LESSEE:
SANTA FE RECOVERY CENTER, INC.

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) SS.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 11th day of December 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

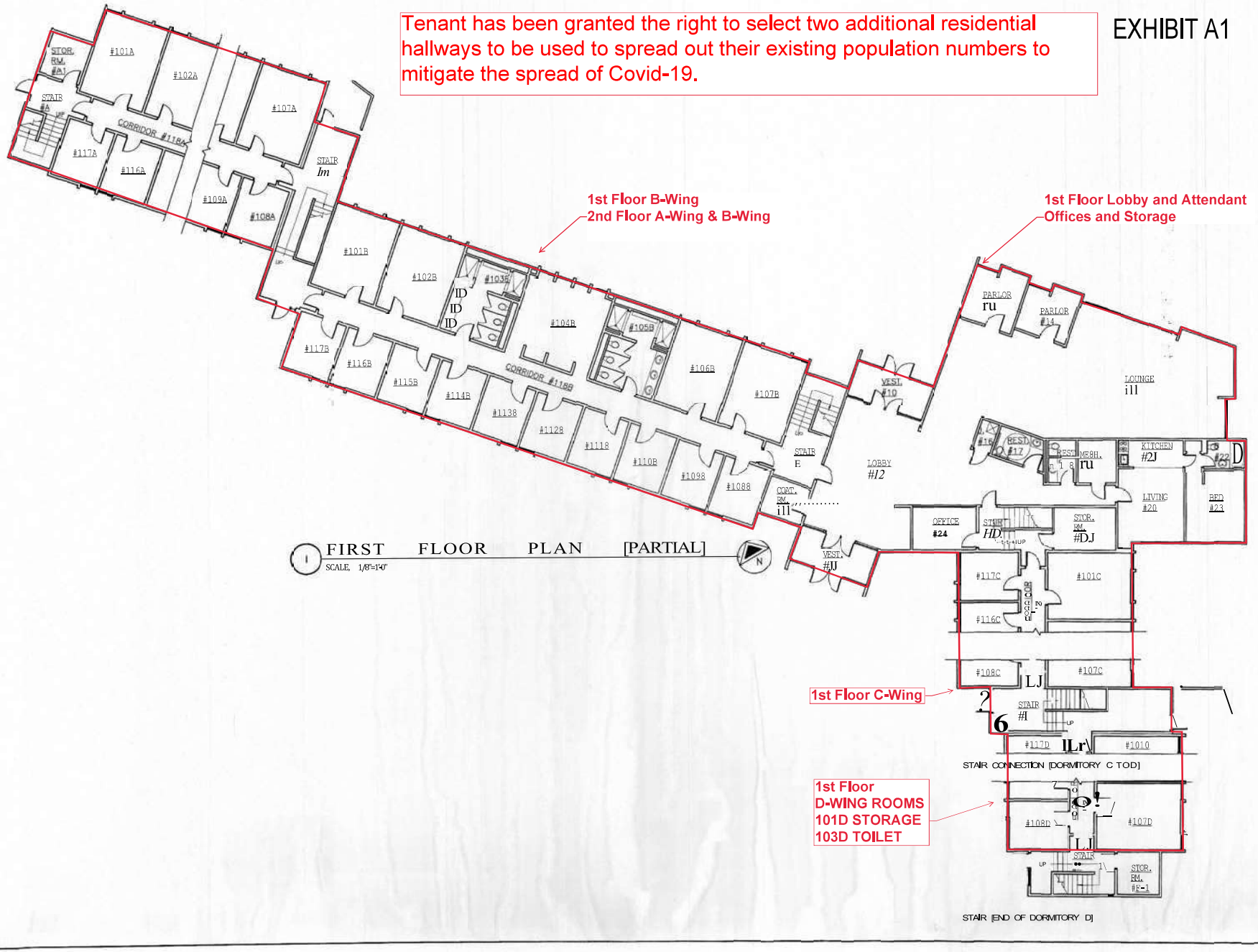
My Commission Expires: 9/27/21

NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

Tenant has been granted the right to select two additional residential hallways to be used to spread out their existing population numbers to mitigate the spread of Covid-19.

EXHIBIT A1



PLOT DATE
FILE NAME

CLIVER MICHAEL DUTY 1825 REGISTERED ARCHITECTS STATE OF NEW MEXICO

DUTY & GERMANA DESIGN ARCHITECTS
SANTA FE

REVISIONS
NO DATE BY

DATE
DRAWN BY
CHECKED BY

DUTY & GERMANA ARCHITECTS
404 KIVA COURT STE. 6
SANTA FE, NM 87505
PH. (505) [illegible]
FAX. (505) [illegible]

SHEET
A2.0

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDMENT NO. 1 to AMENDED AND RESTATED LEASE AGREEMENT Item #19-0872, dated August, 2019, (Amended and Restated Lease Agreement) is made and entered into this 26th day of August, 2020 (Effective Date) by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporate an additional six thousand (6000) square feet on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

WHEREAS, Lessee agrees to expand its insurance requirements under Section 9 of the Amended and Restated Lease Agreement to encompass the new expanded premises;

WHEREAS, the Lessor has entered into an Exclusive Negotiation Agreement with a Master Developer, KDC/Cienda, which requires the Lessor to receive approval of any expansion of any lease on the Midtown Campus, and the Master Developer has approved this lease expansion subject to the Lease Agreement's Section 3 Lease Term;

WHEREAS, the Lessor is amiable to the plans of the Lessee to allow for the additional use of its buildings and furnishings for the purpose of increasing the services available to the public for drug and alcohol treatment programs;

NOW THEREFORE, the parties of this Amendment No. 1 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional six thousand (6000) square feet within Building 12 (King Hall) on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement to read as follows:

1. PREMISES

During the Effective Date of this Amendment Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 15,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

Starting November 1, 2020, Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). On November 1, 2020, the City will conduct a scheduled walkthrough, to ensure the reduction has occurred, and will reduce the rent starting on this date if the Lessee has reduced its footprint. If the Lessee has not reduced its footprint it will be charge for the entire expanded premises..

3. Parties do hereby agree that with the expansion of the premises there is also necessity to amend existing. Section 5 of the Amended and Restated Lease Agreement, which is amended to read as follows:

5. RENT

A. Base Rent. Lessee shall pay Thirty-Five Thousand Two Hundred Fifty-

Five Dollars and Sixteen Cents (**$35,255.16**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Reduced Base Rent. Upon Lessor approving the reduction of the Premises as delineated in amended Section 1, on or after November 1, 2020. Lessee shall pay Thirty-One Thousand Three Hundred Twelve Dollars and Thirty-Eight Cents (**$31,312.38**) as monthly "Rent". If the Lessee does not prove a reduction in the Premises then Section 5(A) will still be the monthly base rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 1, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this 26th day of August, 2020.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 08/26/2020

CITY ATTORNEY'S OFFICE: GC
GC

Andrea Salazar

ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM AL

LESSEE:
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) SS.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 28th day of August 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

My Commission Expires: 9/27/21

NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

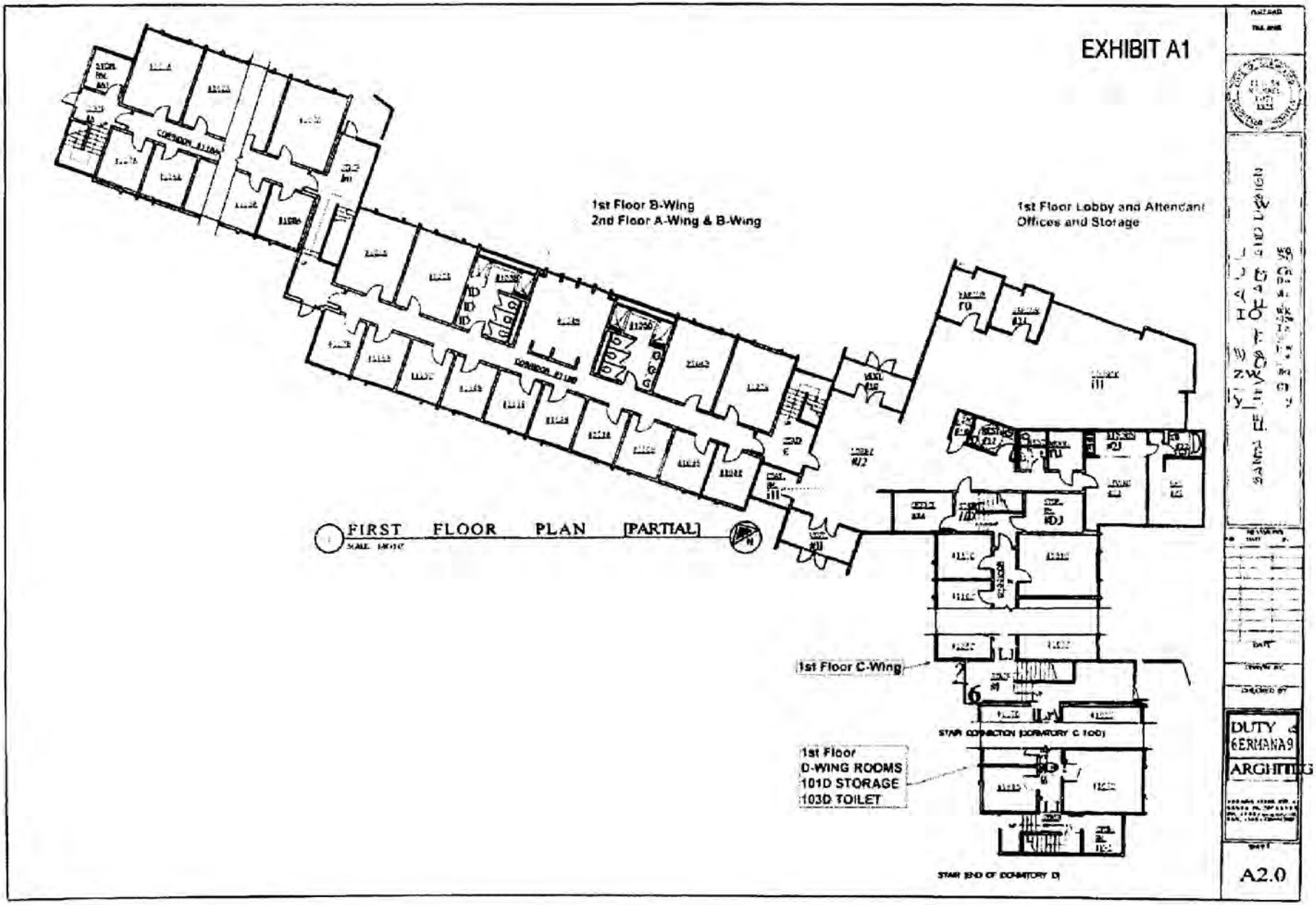
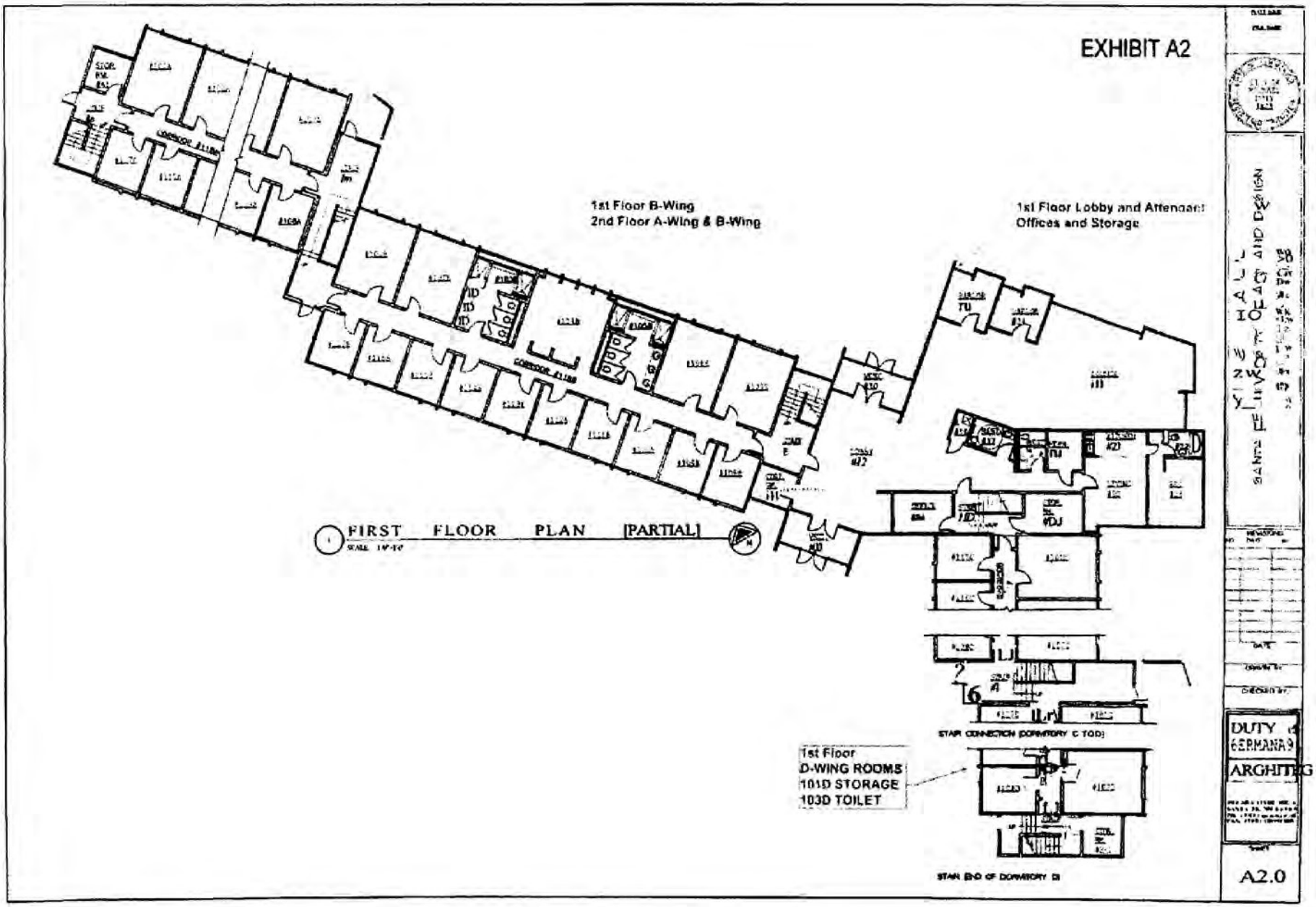

EXHIBIT A1
1st Floor B-Wing
2nd Floor A-Wing & B-Wing
1st Floor Lobby and Attendant
Offices and Storage
FIRST FLOOR PLAN [PARTIAL]
1st Floor C-Wing
1st Floor
D-WING ROOMS
101D STORAGE
103D TOILET
STAIR CONNECTION (DORMITORY C 100)
STAIR (END OF DORMITORY D)
DUTY
GERMANA9
ARCHITECTS
A2.0

EXHIBIT A2



A2.0

ITEM # 19-0872

AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDED AND RESTATED LEASE AGREEMENT ("Lease Agreement"), dated and effective as of 15th day of November, 2019, amends, restates, supersedes and replaces in its entirety that certain Lease Agreement Item # 18-0935 dated August 15, 2018, and is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties".

WITNESSETH:

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 7,190.58 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the "Premises"), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Amended Lease Agreement shall become effective November 15, 2019 (the "Effective Date").

3. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of six (6) months with two (2) "Optional Terms" of six (6) months each.

Lessee's exercise of any Optional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential", "Recovery Housing" and "Social Detoxification" programs of the Santa Fe Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent Lessee shall pay Twenty-Seven Thousand, Nine Hundred Eighty-Eight Dollars and No Cents (**$27,988.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of loss of use of the Premises as specified in **Exhibit B1** attached hereto. The Parties acknowledge that additional repairs may be required. The Parties agree to offset Rent by deducting the actual cost of repairs, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed. The rent may be offset only after the Lessor has approved the completed repairs, and a full invoice has been presented with a complete accounting, which includes original invoices and receipts for the work.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall

cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;

ii. the action required to cure the breach;

iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

C. Lessee acknowledges and understands that the premises are part of a process of planning and disposition of the midtown site, and as such all properties on the former Santa Fe University of Art and Design are subject to sale or lease as part of the City's program to redevelop the site. As such, at any time after January 15, 2021, the Lessor may terminate the lease agreement with written notice to the Lessee at least sixty (60) days prior to the termination date. Pursuant to such termination, Lessee is responsible for all cost and expenses associated with relocation.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	To Lessee:
City Manager	Sylvia Barela, Executive Director
City of Santa Fe	Santa Fe Recovery Center, Inc.
P. O. Box 909	4100 Lucia Lane
Santa Fe, NM 87504	Santa Fe, NM 87507

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. AMENDMENT

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 19th day of December, 2019.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Coming 11/13/19

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

LESSEE:
SANTA FE RECOVERY CENTER, INC.

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 11th day of December 2019, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: 9/27/21

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

EXHIBIT A1
(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

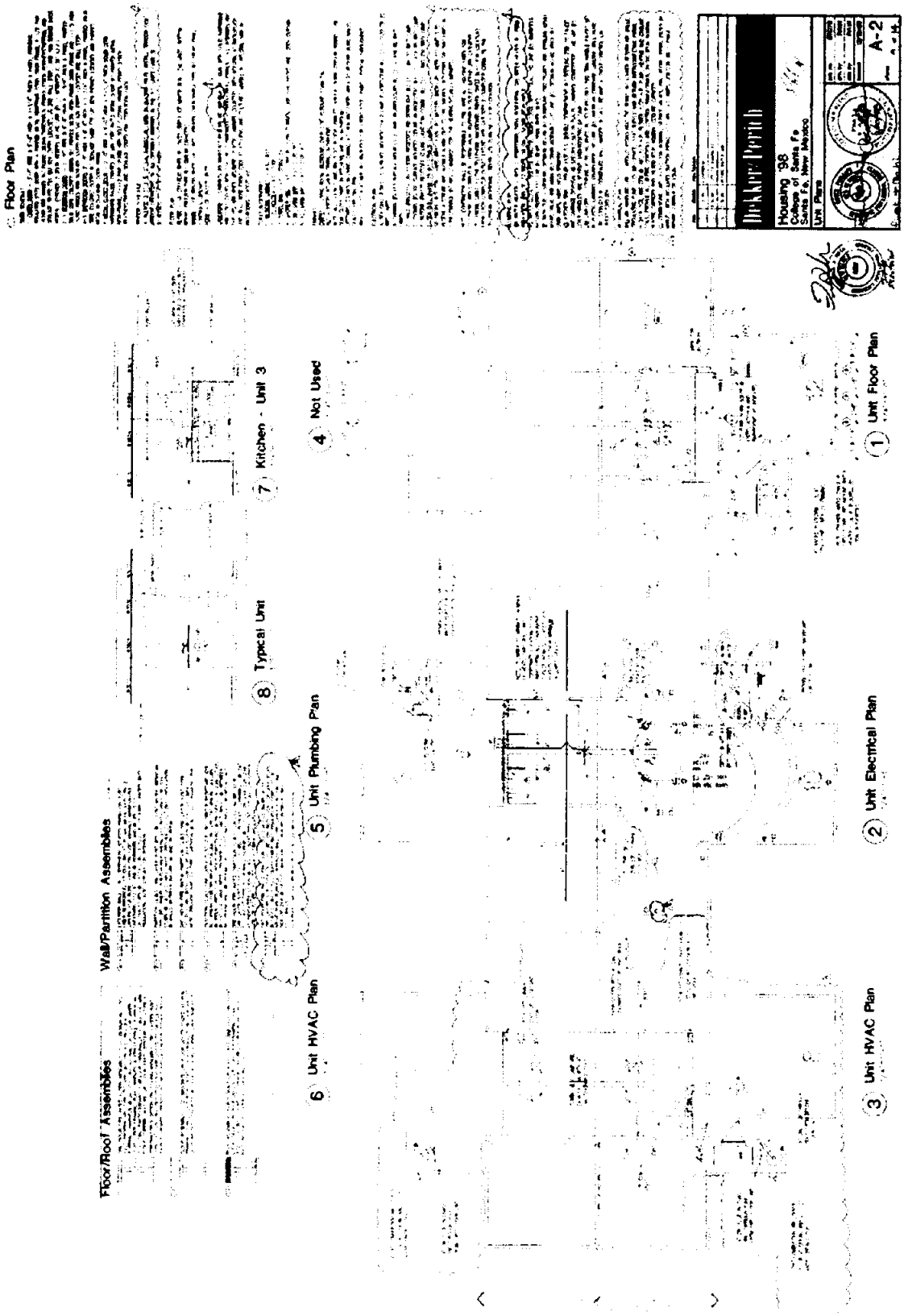
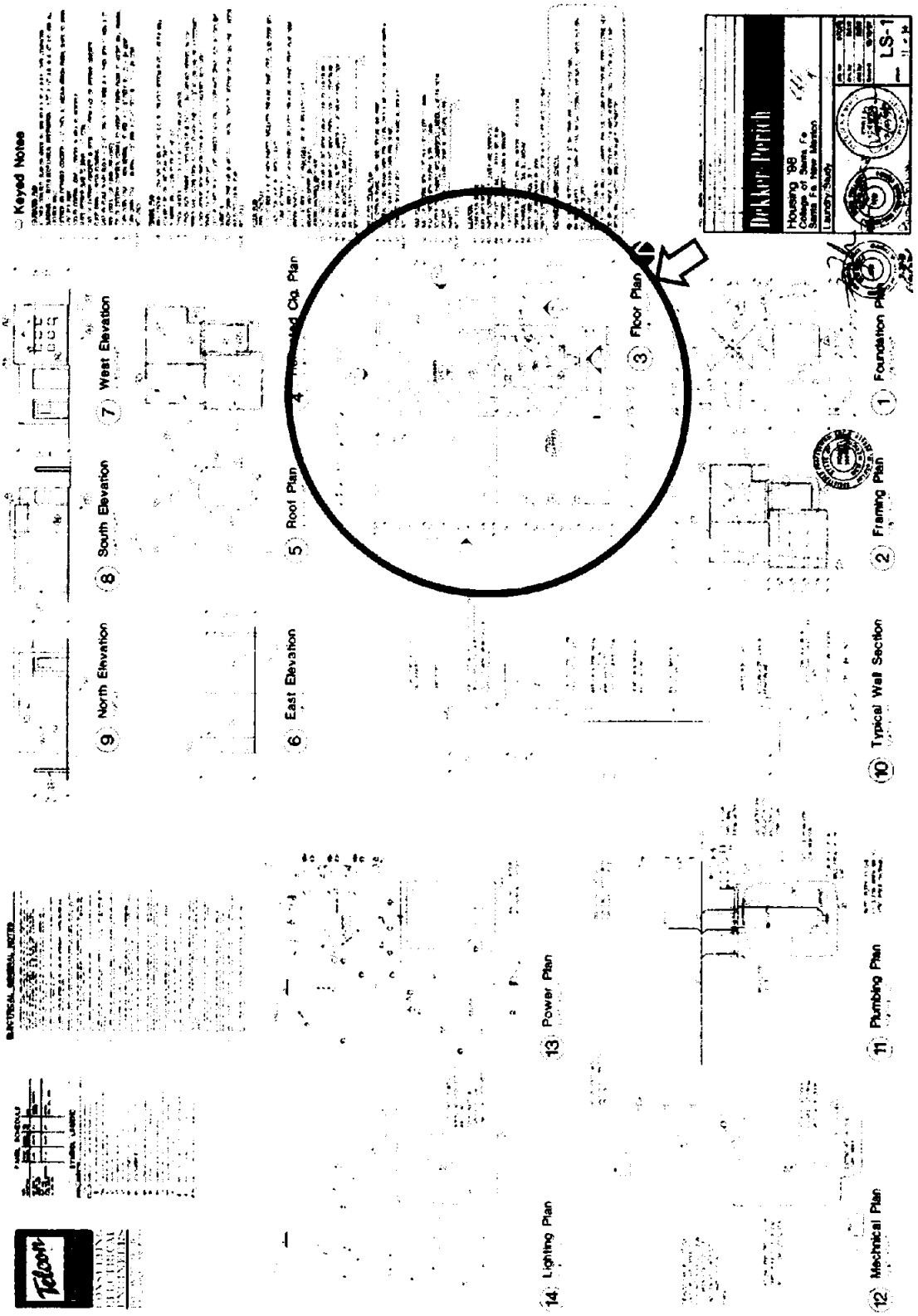
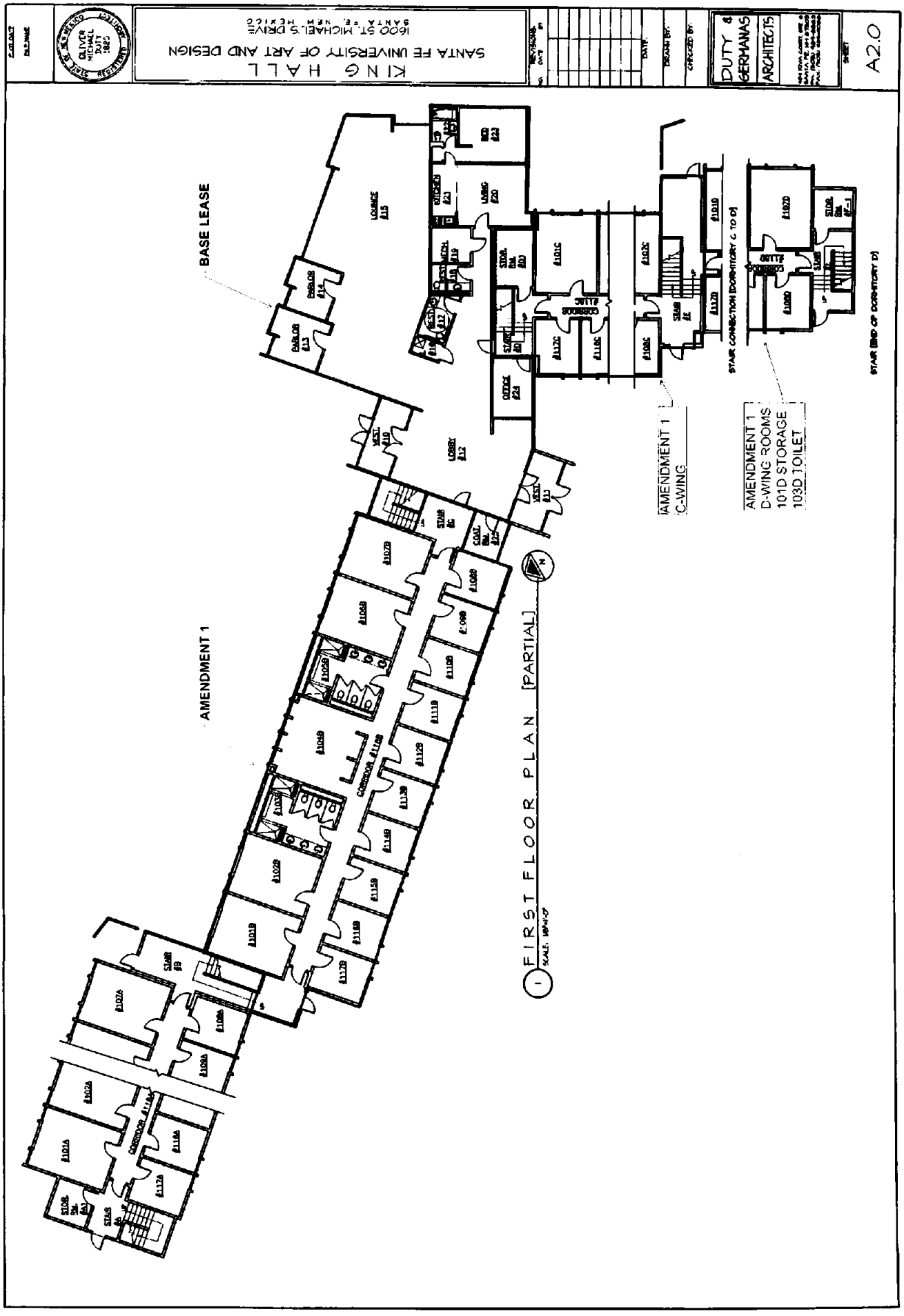


EXHIBIT A1
(FLOOR PLAN – LAUNDRY/OFFICE)




KING HALL
SANTA FE UNIVERSITY OF ART AND DESIGN
1600 ST. MICHAEL'S DRIVE
SANTA FE, NEW MEXICO
DUTY & GERMANAS ARCHITECTS
A2.0
BASE LEASE
AMENDMENT 1
AMENDMENT 1
C-WING
AMENDMENT 1
D-WING ROOMS
101D STORAGE
103D TOILET
STAIR CONNECTION DORMITORY C TO D
STAIR END OF DORMITORY D
1 FIRST FLOOR PLAN [PARTIAL]

Pg 10 of 11

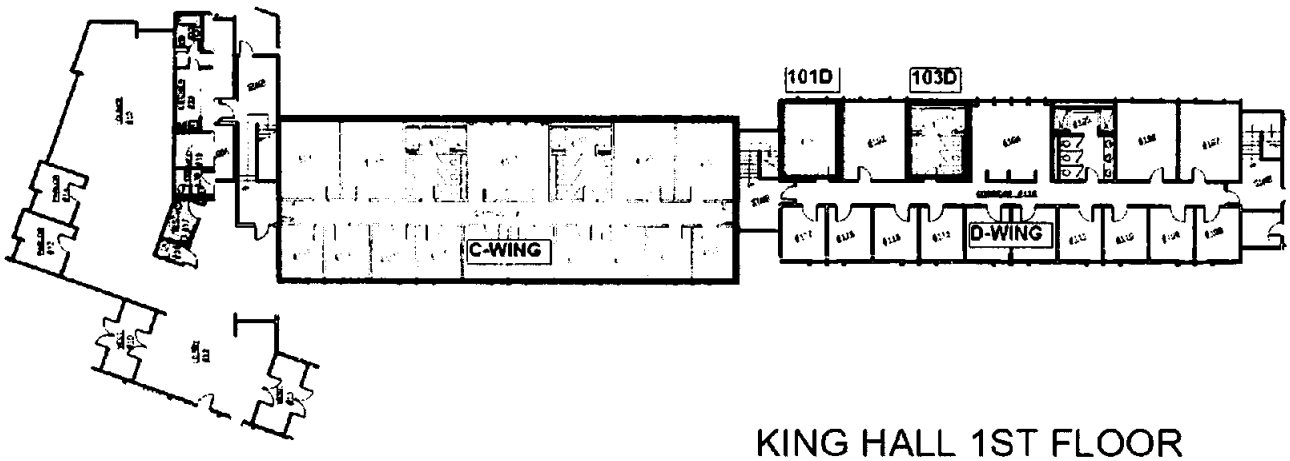
EXHIBIT B1

Loss of Use of Premises for 12 month period:
August 1, 2018 – August 31, 2019

1. APARTMENTS *2 apartments were not livable due to mold and other issues*
   - cost for each apartment: $700 per apartment;
   - 2 apts x $700/month x 12 months = $16,800

2. Laundry Room: *not livable due to mold and other issues*
   - 400 sq. ft. x $1.11 $/sq. ft. $444.00 x 12 months = total of
   - $444.00/month x 12 months = $5,328.00

Total Rent Credit *claimed from loss of use of premises for 12 months*
- $22,128.00



KING HALL 1ST FLOOR
RECOVERY CENTER
C AND D WINGS
PREMISES SKETCH
2019.10.04

Signature: Nina A. Nguyen

Email: nanguyen@santafenm.gov

Signature: Daniel Hernandez
Daniel Hernandez (Nov 20, 2024 15:11 MST)

Email: dahernandez@santafenm.gov



MIDTOWN ARTS AND DESIGN ALLIANCE


CERRILLOS RD.
ST. MICHAEL'S DR.
LLANO ST.
A
B
C
D
Garson Theatre
Fogelson Library
SFAI
Benildus Hall
Garson Studios
Driscoll Hall
N
KEY
New Buildings
Existing Buildings
Temporary Site Activations
Plazas, Paseos and Living Alleys
New Sidewalks
Pathways


CERRILLOS RD.
ST. MICHAEL'S DR.
LLANO ST.
A
B
C
D
Garson Theatre
Fogelson Library
SFAI
Benildus Hall
Garson Studios
Driscoll Hall
N
KEY
New Buildings
Existing Buildings
Temporary Site Activations
Plazas, Paseos and Living Alleys
New Sidewalks
Pathways


Midtown Boundary
Project Boundary
Future Extents of MADA Block
Barracks
SFAI
Tishman
VAC
Marion
Tipton
N

DEVELOPMENT PARTNER TEAM

MADA
Midtown Arts and Design Alliance

GrowAmerica

homewise®

SERAFINA
- COMPANY -

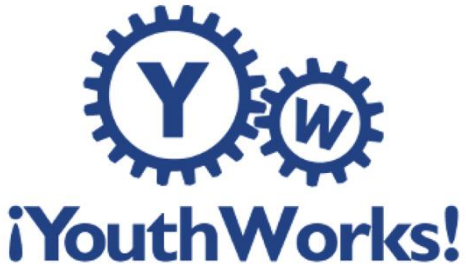
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MASS.

MICROGRID
Systems Laboratory

TENANT PARTNER TEAM

















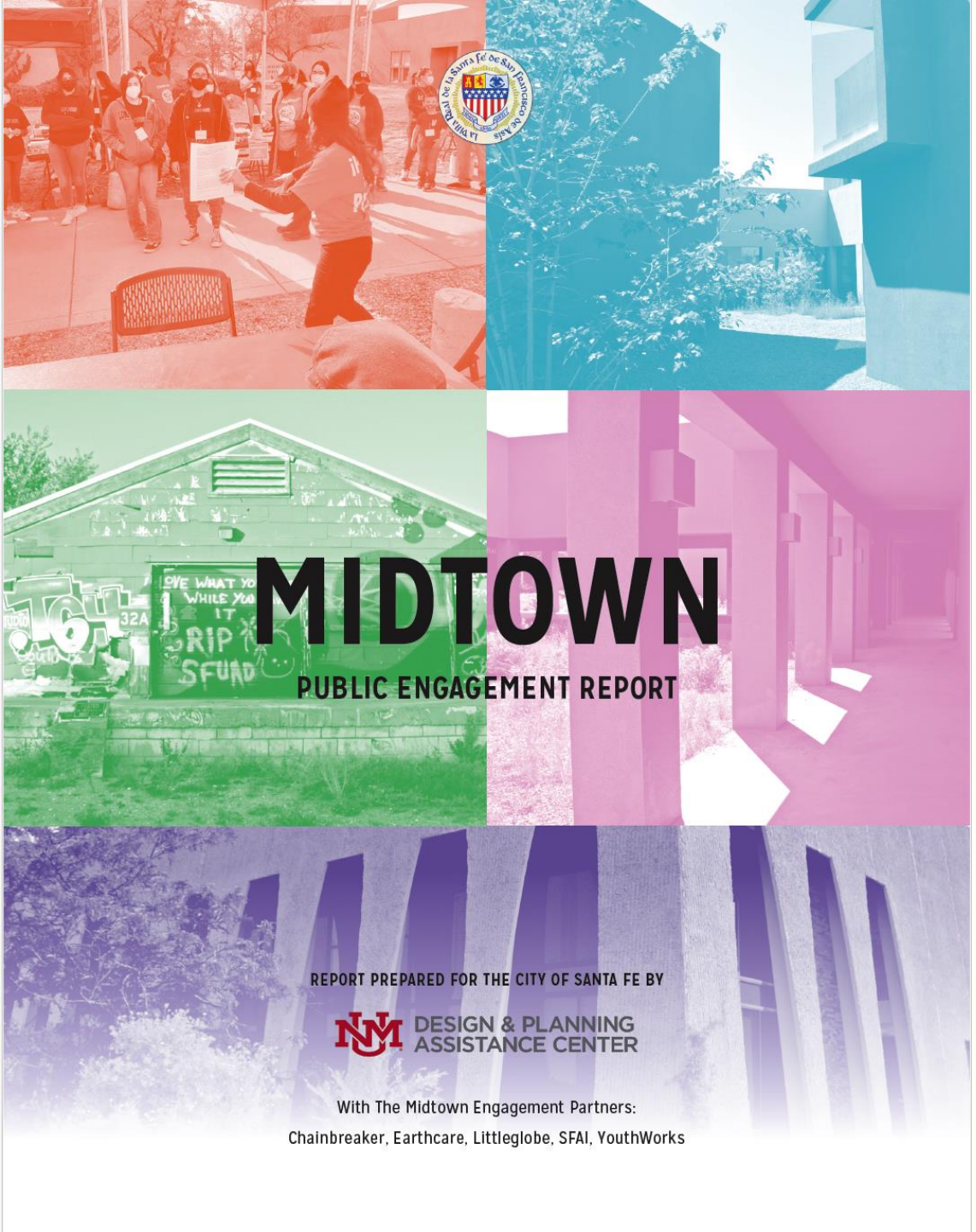












INTRODUCTION & PURPOSE

The City of Santa Fe is committed to equitable engagement processes and outcomes in the redevelopment of the Midtown site, while also recognizing a need to account for its investment, which includes about $2 million in debt service annually. The Plan for Midtown's development must balance the economic interests of the City with the public benefits it hoped to achieve by purchasing and developing the property.

GUIDANCE FROM THE COMMUNITY … MIDTOWN IS:

- Community Driven
- A Place for Youth & Families
- A Healthy Community
- Sustainable Development
- Supports Local Economic Development
- Provides Services to the Community
- A Place for Art and Culture








ACCESSIBLE, ALL-AGES, COMMUNITY ARTS & CULTURAL PROGRAMMING











CULTURAL HERITAGE & TRADITIONS, NEW MEDIA, & CREATIVE TECHNOLOGY













EDUCATION, TRAINING, LEADERSHIP DEVELOPMENT, & CAPACITY BUILDING

ALL ENA DELIVERABLES HAVE BEEN MET

Work Completed to Date Includes:

Site & Building Due Diligence

- Building and Site Inspections
- Mold, Lead, & Asbestos Inspections
- Conditions Assessments
- Code/ Regulatory Analysis
- Preliminary Building & Site Space Planning & Program
- LEED-ND Checklist
- Energy Analysis, Scope for Electrifying & Installing Photovoltaic Panels
- Finalized parcel lot lines
- Working with City Infrastructure Team

Operating & Governance

- Preliminary Operating Costs & 15 Yr Operating Proforma
- Sliding Scale Rents to Cover Op Costs & Debt Service Only
- National Precedent Studies
- Letter of Intent - all Tenant Partners
- Preliminary Governance Structure
- Tenant Partner Working Groups Established: Communications, Governance & Resourcing
- Community Development Plan

Development Costs & Schedule

- Preliminary Cost Estimates with Contingencies
- Phasing Plan
- Sources & Uses with Preliminary Financing Commitments
- Fundraising Feasibility Analysis & Strategy
- $8m pledged to date (33% of total development costs)
- Timeline for Phasing & Completion

SITE & BUILDING DUE DILIGENCE: KEY FINDINGS

Visual Arts Center

- Full Replacement of HVAC & Plumbing
- Significant Re-roofing & Stucco Repairs
- No Need to Sprinkler Building
- Some Mold Remediation

Barracks

- Roof and Structure in Good Condition
- Asbestos & Lead Remediation
- Full HVAC/ Plumbing/ Electrical Upgrade
- Requires Sprinklering
- Requires ADA Improvements



Typical openings. Fixed window(s) left, hollow metal door (right).



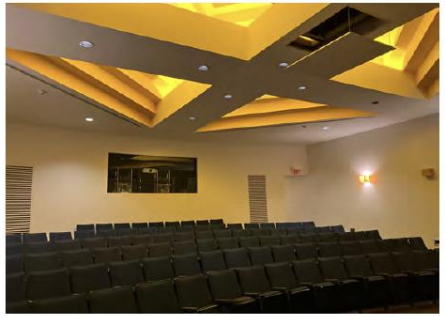
e damage to ceiling, floor, and windows, Tishman 132



Evidence of roof leak at ceiling, Tishman 111A - Library Nook



Window damage in Tishman Seminar Room 132.



Tipton 107 - Lecture Hall



Damaged concrete bench at Marion-Tipton portal walkway.



lamage, Tishman 116 - Visual Resource Library



Darkroom equipment and lighting, Marion 125 - Group Darkroom

PROPOSED SPACE USES

%	Sq. Ft.	Space Use
7	3,634	Gallery / Exhibitions
5	2,620	Theatre / Performance
36	18,749	Studios / Makerspace
6	3,224	Meeting / Gathering
11	5,832	Professional Offices
16	8,672	Classroom / Training
19	9,850	Circulation / Back of House

66% LEASABLE SPACE

34,812 SF **Leasable**

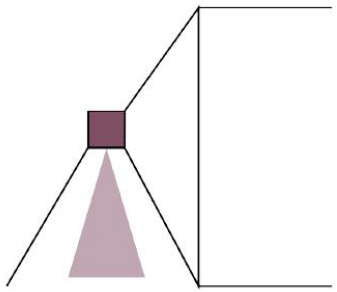
9,850 SF **Unleasable**

7,919 SF **Shared**

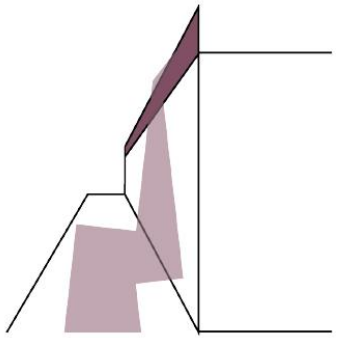
52,581 SF **Total**



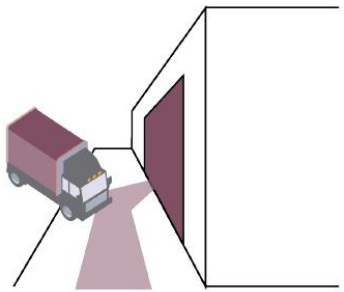
SITE CIRCULATION



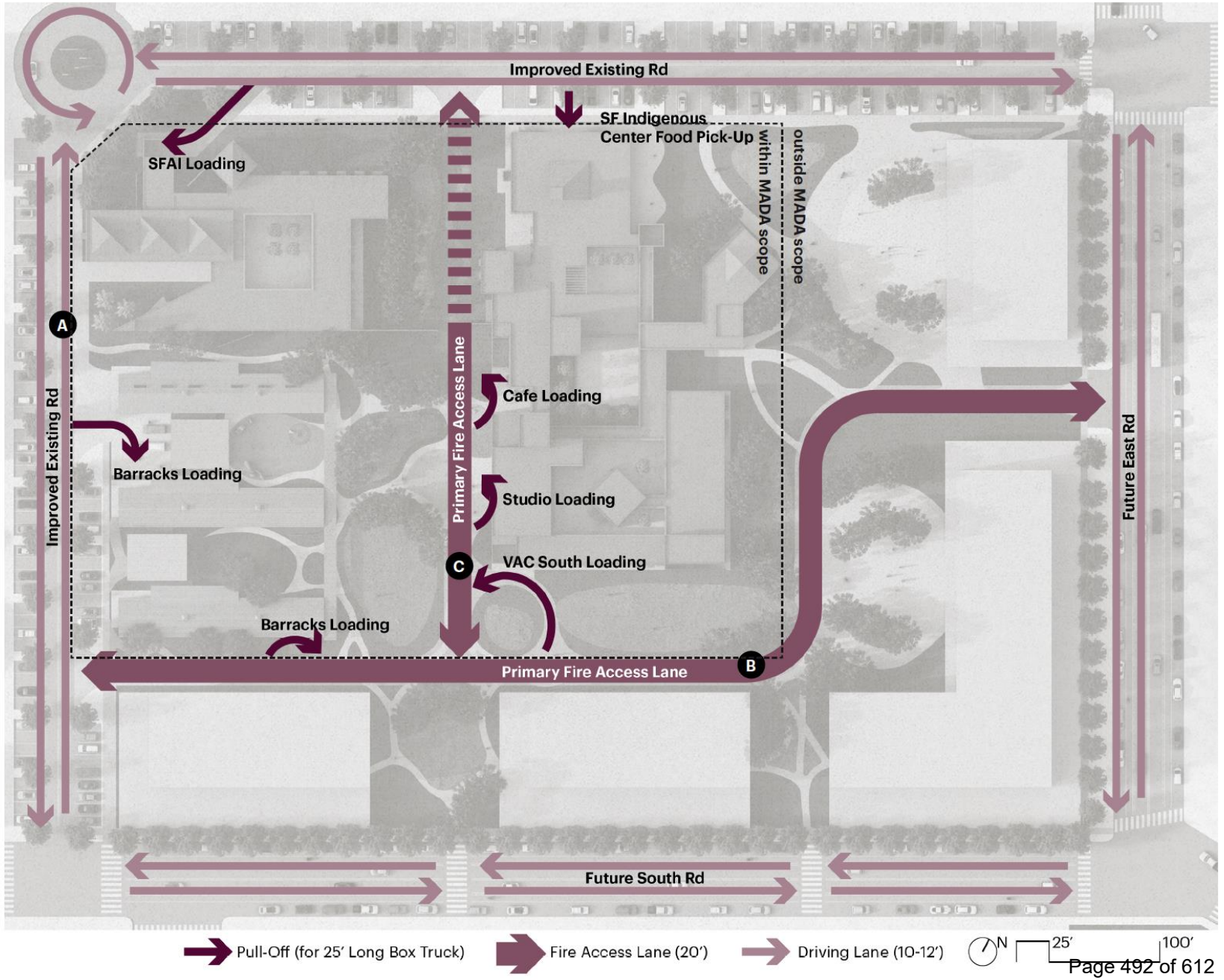
A. New Streets and On-Street Parking
Once the City's reblocking plan is in place, the MADA block will be accessible by two new roads flanking the south and east sides. These roads will be two-way and will feature bike lanes and street parking. The design excludes surface parking within the block because the Midtown Masterplan deemphasizes surface parking and proposes a future parking structure to serve users.



B. Emergency Access
Routes for emergency vehicles will increase the safety of all within the block, but also add to the circulation of the site. The N/S fire lane access is disguised as a secondary pedestrian pathway, but sits within an emergency-grade eco-paver lane with turf. The integration of the service-based areas and routes on site prioritizes the experience of the community members and users first.



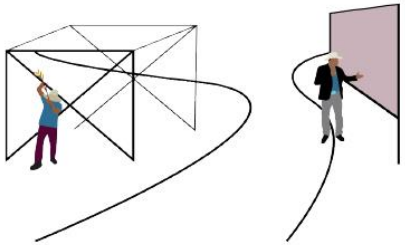
C. Loading
Defined areas for loading and unloading on site and next to the key buildings will ensure ease of use for those who require it, from cafe deliveries to artists loading access.



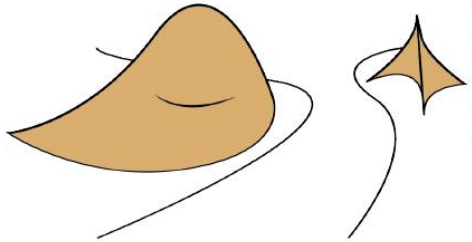
OPEN SPACE



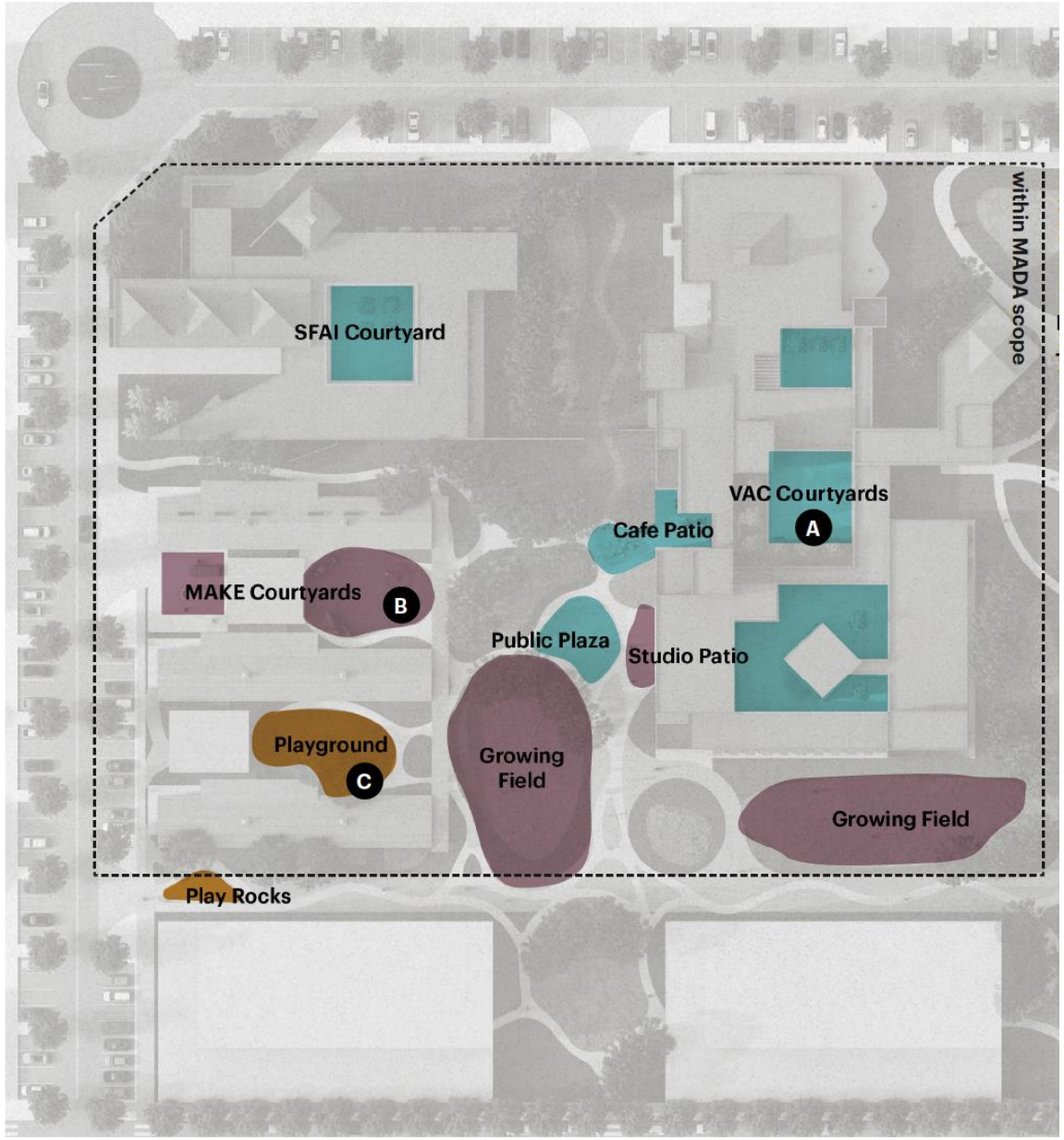
A. Gather
The openness of the block makes it clear that connection throughout the site is a priority to invite new relationships. Main pedestrian pathways organically connect the site to the main entrances of the buildings and to central plazas for events.



B. Work
Working courtyards adjacent to MAKE Santa Fe are paved and rated to allow for heavy vehicular and equipment loads. Fields for agricultural production rooted in permaculture principles are located in areas of high public visibility, access to sunlight, and adjacency to compatible programs.



C. Play
A playground is nestled safely between the southernmost Barracks, facing the inner portion of the MADA block to protect children from vehicular traffic.



ESTIMATED OPERATING COSTS BY PHASE AND TOTAL PROJECT

- Operating costs covered by below-market rate rental income
- Project renovations provide shell, move-in ready with “turnkey” leases
- Rents will be at a sliding scale determined by organization’s size and annual operating budget; demographics of constituent base, leadership and staff; and access to finance/ capital.
- Based on proposed 50-year Ground Lease with City at $1/ year

PHASE 1	
TOTAL OPERATING COSTS	
	TOTAL
Advertising & Promotion & Design	$ 15,000
Building Repair & Maintenance	$ 16,000
Operating Supplies and Expenses	$ 5,300
Insurance	$ 15,000
Professional Fees	$ 7,200
Printing & Reproduction	$ 2,000
Personnel	$ 65,000
Software	$ 3,600
Utilities	$ 12,200
SUBTOTAL	**$ 141,300**
Contingency	$ 21,195
TOTAL	**$ 162,495**

PHASE 2	
TOTAL OPERATING COSTS, INCLUDES PHASE 1	
	TOTAL
Advertising & Promotion	$ 15,000
Building Repair & Maintenance	$ 39,000
Operating Supplies and Expenses	$ 13,000
Insurance	$ 20,000
Professional Fees	$ 9,700
Printing & Reproduction	$ 2,000
Personnel	$ 97,500
Software	$ 5,400
Utilities	$ 24,400
SUBTOTAL	**$226,000**
Contingency	$ 33,900
TOTAL	**$259,900**

PHASE 3	
TOTAL OPERATING COSTS- ALL PHASES COMPLETE	
	TOTAL
Advertising & Promotion	$ 10,000
Building Repair & Maintenance	$ 60,000
Operating Supplies and Expenses	$ 20,000
Insurance	$ 30,000
Professional Fees	$ 12,000
Printing & Reproduction	$ 2,000
Personnel	$ 130,000
Software	$ 7,200
Utilities	$ 36,000
SUBTOTAL	**$ 307,200**
Contingency	$ 46,080
TOTAL	**$ 353,280**

COMMUNITY DEVELOPMENT PLAN SUMMARY

ECONOMIC BENEFITS

- Expanded access to entrepreneurship & professional development, internships
- Local UNM connection to higher ed, continuing education and certificate programs
- Skills training and education will focus on youth and adult development programs
- Create destination at Midtown, attract additional investment
- 50+ on-site jobs, 200+ temporary jobs annually

EQUITY BENEFITS

- Based on 2021 Midtown Engagement Partnership efforts
- Affordable arts & culture programming for local community
- Affordable/ sliding scale rental structure below market rate
- Capacity-building, resource sharing and collaborative programming builds non-profit sector and provides greater community impact
- 100% of jobs to local residents
- 450+ youth served, 50+ new internships
- 1800+ adults served through low-cost classes, trainings, certification programs

ENVIRONMENTAL BENEFITS

- Meet/ Exceed LEED-ND Requirements
- Fully electric, high-performance renovations
- Rooftop PV panels to provide 70-80% of energy
- Stormwater retention, habitat restoration, create outdoor gathering, making, and play zones
- Connected pathways and gathering spaces
- Retaining/ stewarding significant, iconic buildings
- Food production & distribution on site

CULTURAL BENEFITS

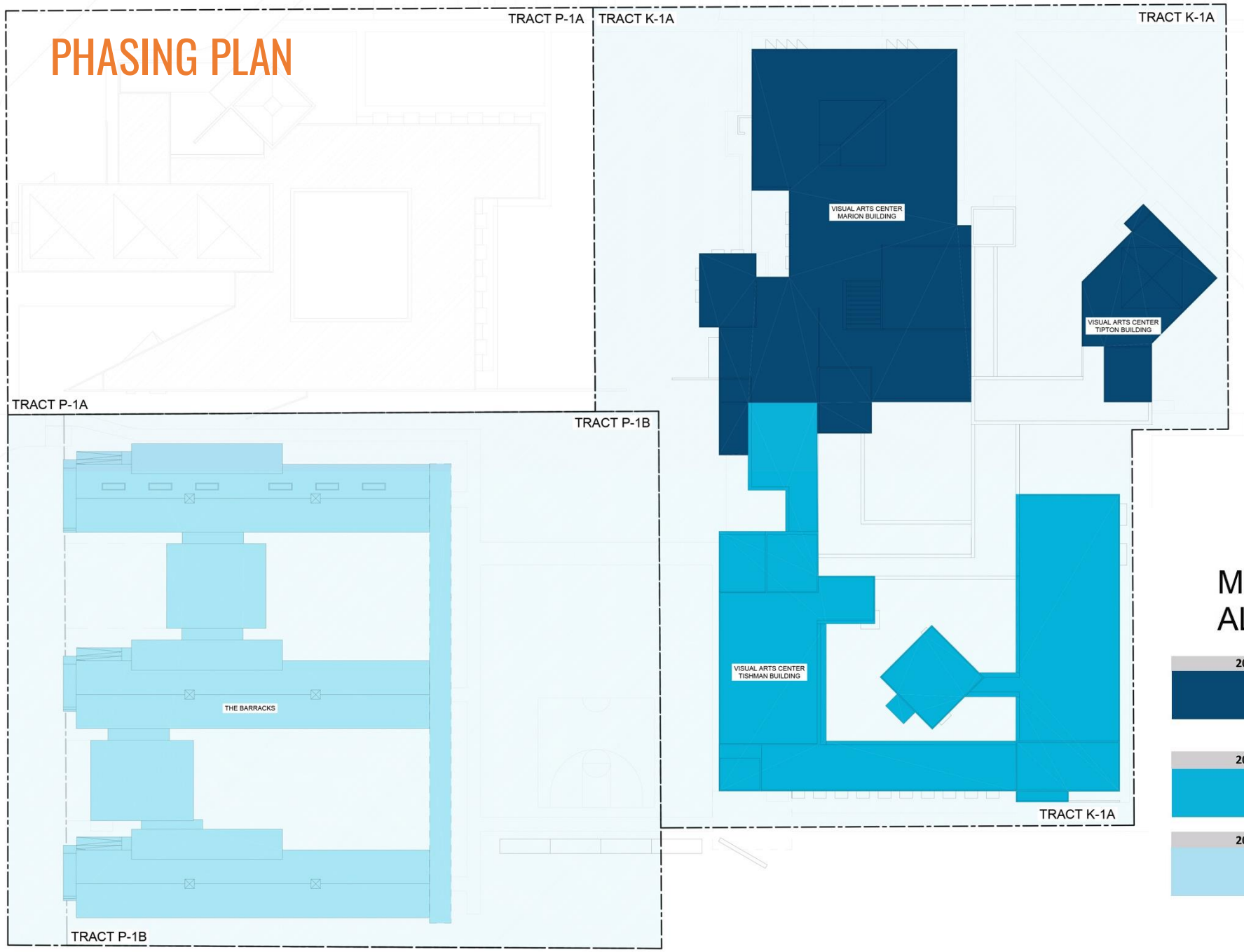
- Creates a vibrant multi-cultural center unlike anything in Santa Fe, with 10k+ participants annually
- Elevates the work of local award-winning organizations
- Multi-generational programming
- Does not silo the arts but includes with culinary, ecological, health, and social services
- Supports makers, emerging artists, art in new genres, emerging creative entrepreneurs, and the curious layperson of all ages

PRELIMINARY ESTIMATE OF CONSTRUCTION COSTS: TOTAL & BY PHASE

PROJECTED HARD COSTS	Year	Rate	Phase 1	Phase 2	Phase 3	TOTAL PROJECT COSTS	PER SF HARD COSTS
Current Year Construction Costs	2024		$3,886,765	$3,997,270	$6,628,628	$14,512,663	
Owner's Construction Contingency		10%	$388,676	$399,727	$662,863	$1,451,266	
Total Estimated Construction Cost			**$4,275,441**	**$4,396,997**	**$7,291,491**	**$15,963,929**	
Escalation Projections							
Year 1	2025	8%	$4,617,476	$4,748,757	$7,874,810		
Year 2	2026	6%	**$4,894,525**	$5,033,682	$8,347,299	**$4,894,525**	**$241**
Year 3	2027	5%	$5,139,251	**$5,285,366**	$8,764,664	**$5,285,366**	**$272**
Year 4	2028	4%	$5,344,821	$5,496,781	**$9,115,250**	**$9,115,250**	**$465**
Year 5	2029	3%	$5,505,166	$5,661,684	$9,388,708		
				TOTAL HARD COSTS		**$19,295,142**	

- Costs are based on preliminary scope of work only
- Renovation costs range between $240-$460/ square foot, still below new construction
- Estimates are conservative, with multiple contingencies

PHASING PLAN



MIDTOWN ARTS & DESIGN ALLIANCE PHASING DIAGRAM

2026	**Phase 1**	**15509 SF**
	HVAC Marion, Tipton	
	Marion Renovation	
	Tipton Renovation	
2027	**Phase 2**	**19419 SF**
	HVAC Tishman	
	Tishman Renovation	
	PV all of Visual Arts Center	
2028	**Phase 3**	**17063 SF**
	Barracks Demo, Renovation & New Construction	
	PV Barracks	
	Site Work	

SOURCES & USES OF FUNDS

MIDTOWN ARTS AND DESIGN ALLIANCE SOURCES & USES		PHASE 1		PHASE 2		PHASE 3		TOTAL ALL PHASES
USES OF FUNDS		$	%	$	%	$	%	$
Construction Costs		4,894,525	68.1%	5,082,888	76.3%	9,058,690	81.3%	$19,036,102
Solar Panel Install		0	0.0%	202,479	3.0%	56,561	0.5%	$259,040
FF&E		40,000	0.6%	40,000	0.6%	40,000	0.4%	$120,000
Soft Costs		1,990,925	27.7%	1,051,700	15.8%	1,653,300	14.8%	$4,695,925
Financing, Fees & Reserves								
Operating & Debt Service Reserves		124,620	1.7%	92,075	1.4%	75,605	0.7%	$292,300
Debt Service Payment Reserves		105,000	1.5%	165,000	2.5%	130,000	1.2%	$400,000
Bridge Loan Origination and Interest		35,000	0.5%	25,000	0.4%	125,000	1.1%	$185,000
	TOTAL	**$7,190,070**	**100%**	**$6,659,142**	**100%**	**$11,139,155**	**100%**	**$24,988,367**
SOURCES OF FUNDS		$	%	$	%	$	%	$
Greenhouse Gas Reduction Fund		$1,500,000	21%	$1,500,000	22.5%	$1,000,000	9.0%	$4,000,000
City of Santa Fe (Section 108/CDBG)		$0	0%	$0	0.0%	$1,000,000	9.0%	$1,000,000
Federal Renewable Energy Solar Panel Credit		$0	0%	$60,744	0.9%	$16,968	0.2%	$77,712
State Mitigation Funds (EMNRD)		$0		$0		$375,000	3.4%	$375,000
State Capital Outlay Appropriation		$500,000		$1,500,000	22.5%	$1,500,000	13.5%	$3,500,000
Private Foundation(s)		$0		$500,000	7.5%	$500,000	4.5%	$1,000,000
Philanthropy/ Fundraising		$5,190,070	72%	$3,098,398	47%	$6,747,187	60.6%	$15,035,655
	TOTAL	**$7,190,070**	**100%**	**$6,659,142**	**100%**	**$11,139,155**	**100%**	**$24,988,367**

- Additional unanticipated costs for HVAC in Visual Arts Center of over $3.8m and new ineligibility of entire Midtown site for Federal New Market Tax Credits created a delta of over $8m from original anticipated fundraising needs.
- High performance, all-electric HVAC and PV panels help project to access $4m in Greenhouse Gas Reduction Funds.
- Seeking to leverage all possible sources, with needed philanthropy capital estimated at $15-16m, low interest loan at $4m, and remaining $4-5m from government and foundation programs/ sources.
- Costs are conservative and include multiple contingencies: soft costs, design & estimating, owner's construction, & construction escalation contingencies.
- Max. bridge loan estimated at $3.5m based on construction cash needs.

FUNDRAISING FEASIBILITY ANALYSIS

Fundraising consultant Serafina Company, led by Emilie de Angelis, conducted philanthropic market study seeking direct input on the project and interest in philanthropic support. Top reasons people want to financially support MADA include:

- **MADA Strengthens Innovation.**
- **MADA Invests in Young Talent.**
- **MADA Provides Direct Community.**
- **MADA Invests in Sustainable Development.**
- **MADA Saves and Repurposes Iconic, Significant Buildings.**

FUNDING COMMITMENTS TO DATE

$4m in preliminary loan commitments (100% of goal)

$3.5m in preliminary bridge loan commitments (100% of goal)

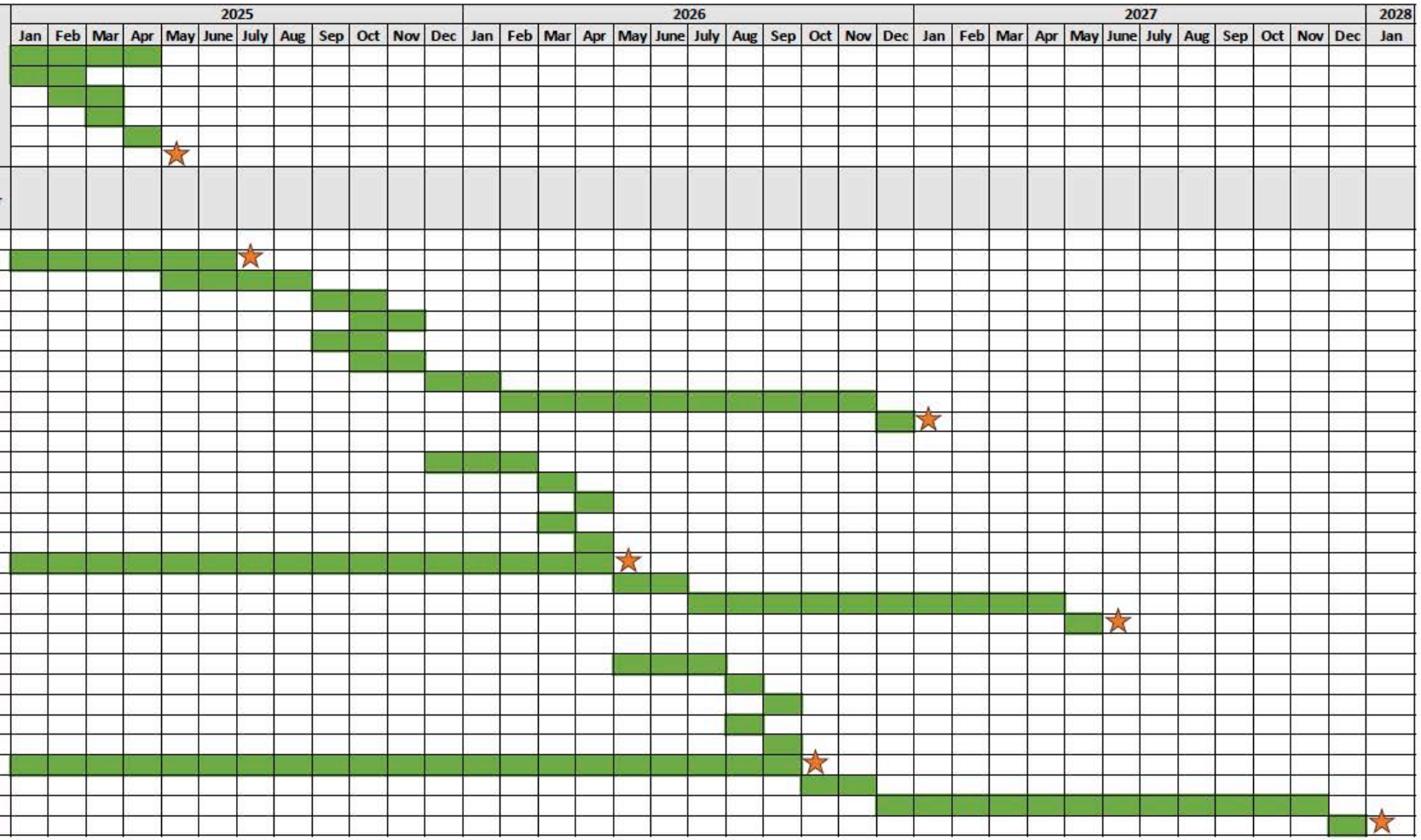
$4m in philanthropic commitments (+25% of goal)

Total to Date:
Capital commitments for over 33% of total project costs



TIMELINE

Midtown Arts and Design Alliance Timeline	Start	End	Duration		Duration after DDA	
Begin Negotiating DDA Terms	1/6/25	4/1/25				
Construction Manager At Risk RFQ	1/15/25	2/15/25	30	days		
Scoping & estimating review complete	2/16/25	3/15/25	30	days		
Proposed phasing revisions, as needed	3/16/25	3/31/25	14	days		
GB Committees & GB Presentation	4/1/25	4/30/25	30	days		
Execute DDA	**5/1/25**					
DDA Scope of Work			**Duration**		**Duration after DDA**	
PHASE 1						
100% Funding Phase 1		6/30/25	60	days	2	months
Complete SD all Phases, CDs Ph 1	5/1/25	8/31/25	120	days	4	months
MRA Approval	*9/1/25*	*10/15/25*	*45*	*days*	5.5	months
Land Use-Master Plan Approval	*10/16/25*	*11/30/25*	*45*	*days*	7	months
Submit for bid/subcontractors	9/1/25	10/15/25	45	days		
Make revisions for costing as needed	10/16/25	11/30/25	45	days		
Building Permit	*12/1/25*	*1/31/26*	*60*	*days*	9	months
Construction Ph 1	2/1/26	11/30/26	300	days	19	months
Move in Ph 1	12/1/26	1/1/27	30	days	20	months
PHASE 2						
Complete CDs Ph 2	12/1/25	2/28/26	90	days	9	months
MRA Approval	*3/1/26*	*3/31/26*	*30*	*days*	10	months
Land Use-Master Plan Approval	*4/1/26*	*4/30/26*	*30*	*days*	11	months
Submit for bid/subcontractors	3/1/26	3/31/26	30	days		
Make revisions for costing as needed	4/1/26	4/30/26	30	days		
100% Funding Phase 2		4/30/26				
Building Permit	*5/1/26*	*6/30/26*	*60*	*days*	13	months
Construction Ph 2	7/1/26	4/30/27	300	days	23	months
Move in Ph 2	5/1/27	5/31/27	30	days	24	months
PHASE 3						
Complete CDs Ph 3	5/1/26	7/31/26	90	days	13	months
MRA Approval	*8/1/26*	*8/31/26*	*30*	*days*	14	months
Land Use-Master Plan Approval	*9/1/26*	*9/30/26*	*30*	*days*	15	months
Submit for bid/subcontractors	8/1/26	8/31/26	30	days		
Make revisions for costing as needed	9/1/26	9/30/26	30	days		
100% Funding Phase 2		9/30/26			15	months
Building Permit	*10/1/26*	*11/30/26*	*60*	*days*	17	months
Construction Ph 3	12/1/26	11/30/27	360	days	29	months
Move in Ph 3	12/1/27	1/1/28	30	days	30	months



THANK YOU!



Item#_____
Munis Contract#_____
Original Contract Item# 23-0548
RFP #: 23/17/P

CITY OF SANTA FE
AMENDMENT No. 2 TO
EXCLUSIVE NEGOTATING AGREEMENT
ITEM# 23-0548

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE MIDTOWN SITE DEVELOPMENT EXCLUSIVE NEGOTIATING AGREEMENT, dated September 5, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Art Institute (the "Offeror"), collectively the “Parties”. The date of this Amendment shall be the date when it is executed by the City and the Offeror whichever occurs last.

RECITALS:

A. Parties entered into the Agreement, an Exclusive Negotiating Agreement pursuant to RFP #: 23/17/P, on September 5, 2023.

B. Parties entered in Amendment Number 1 extending the term to December 31, 2024 in August 2024.

C. Parties now desire to Amend the Agreement to extend the Term.

NOW, THEREFORE, the Parties hereby agree that the Agreement is amended as follows:

TERM:

Article 2 of the Agreement is hereby deleted in its entirety and substitute the following Article 2 in its place:

2.1 Effective Date and Initial Term. This Agreement shall be effective as of September 5, 2023 and shall terminate on April 30, 2025.

2.2 Extended Term. If the Parties have not executed and delivered a DDA during the Initial Term, then either party may extend the Initial Term of this Agreement for two (2) additional months ("Extended Term"). Together, the Initial Term and any Extended Term are referred to as "Term". A party shall exercise the right to extend the Initial Term by giving written notice thereof to other Party on or before the last day of the Initial Term. The City Manager, acting on behalf of the City, shall have the right to extend the Initial Term.

AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

OFFEROR:
Santa Fe Arts Institute

Jamie Blosser
Jamie Blosser (Nov 22, 2024 04:27 MST)

Jamie Blosser, Executive Director/CEO

DATE: Nov 22, 2024

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Nov 21, 2024 15:50 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

CAPTION

Request for Approval of Amendment No. 2 to Item #23-0548, Exclusive Negotiation Agreement (ENA) with Santa Fe Arts Institute (SFAI), to Extend the Term through April 30, 2025 to Negotiate Terms for Land and Building Disposition and Development of the Midtown Visual Arts Center Pursuant to the City's Request for Proposals: #23/17/P. (Daniel Hernandez, Metropolitan Redevelopment Agency Direct: dahernandez@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 12/02/2024
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024

Date: November 21, 2024

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Daniel Hernandez, Director, Metropolitan Redevelopment Agency (MRA)

Via: Randy Randall, Interim Community Development Director

Subject: Request for Approval of Amendment No. 2 to Item #23-0548, Exclusive Negotiation Agreement (ENA) with Santa Fe Arts Institute (SFAI), to Extend the Term through April 30, 2025 to Negotiate Terms for Land and Building Disposition and Development of the Midtown Visual Arts Center Pursuant to the City's Request for Proposals: #23/17/P

This request for an extension of the Exclusive Negotiation Agreement (ENA) is to finalize the terms of a Disposition and Development Agreement (DDA) for the Redevelopment of the Midtown Visual Arts Center. The Metropolitan Redevelopment Agency (MRA) and the Santa Fe Arts Institute (SFAI), together, the Parties (Parties), have agreed to the ENA extension.

- The Governing Body adopted the Midtown Master Plan on November 30, 2022 (Resolution #2022-68)
- The Governing Body adopted the Midtown Community Development Plan on January 25, 2023 (Resolution #2023-5)

Together the Midtown Master Plan and the Midtown Community Development Plan are the Midtown Redevelopment Plans that establish the regulatory requirements and policy guidelines for development proposals at the Midtown Site.

- The City of Santa Fe issued a Request for Proposal for the Redevelopment of the Visual Arts Center RFP #23/17/P), pursuant to the Midtown Redevelopment Plans, on December 1, 2022.
- SFAI responded to the RFP and based on the proposal, the Parties entered an ENA dated September 5, 2023.
- The Parties entered in Amendment 1 extending the initial term of the ENA to December 31, 2024.
- SFAI has completed or will have completed the due diligence activities and associated deliverables described in the ENA by or around December 31, 2024.
- The Parties are prepared to commence negotiations to finalize the terms of a DDA based on the proposal submitted by SFAI in response to the City’s RFP and are therefore requesting an extension to April 30, 2025 to finalize the terms of the DDA.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

ASSIGNING AUTHORIZED OFFICERS AND AGENTS FOR GRANT AGREEMENT NUMBER SAP 22-G2419-STB FOR THE PLAN, DESIGN, AND CONSTRUCTION OF IMPROVEMENTS ON JEMEZ ROAD.

WHEREAS, in the Laws of 2022, Chapter 52, Section 22, Subsection 118, the Legislature made an appropriation to the New Mexico Environment Department ("NMED"), funds from which NMED is making available to the City of Santa Fe ("Grantee") through Grant Agreement, number SAP 22-G2419-STB ("Agreement"), incorporated as Attachment A, in the amount of four hundred thousand dollars ($400,000), to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road, to improve residential septic systems in the city of Santa Fe, in Santa Fe County; and

WHEREAS, Article X.B.(v) of the Agreement states that, the "Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment" and as is described in Article III of the agreement (Attachment A), the

signatories identified in the resolution "will be the contact and signatory for all disbursements and Notices of Obligation".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that,

1) Alan Webber, Mayor, or successor(s) is the City's official authorized to sign the Agreement for this Project once approved by the Governing Body of the City of Santa Fe;
2) Stan Holland, Wastewater Division Engineer, or successor(s), is the Official Representative who is authorized to sign all other documents necessary to fulfill the Agreement and the requirements (Disbursements and Notices of Obligation) and to act as the Project contact;
3) Felicity Fonseca, Community Development Director, North Central New Mexico Economic Development District or successor(s) is the Fiscal Agent who is authorized to sign Disbursements.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND CAPITAL APPROPRIATION PROJECT
JEMEZ RD CONSTRUCT
SAP 22-G2419-STB

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe, hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 22, Subsection 118, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 22-G2419-STB $400,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2022, Chapter 53, Section 22, Subsection 118, Four Hundred Thousand Dollars, ($400,000.00), for:

to plan, design and construct improvements on Jemez road, including a sewer line south of Airport road, to improve residential septic systems in Santa Fe in Santa Fe county

The Grantee's total reimbursements shall not exceed Four Hundred Thousand Dollars, $400,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, No Dollars, $0.00, which equals Four Hundred Thousand Dollars, $400,000.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Special Conditions Attachment may set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If the Special Conditions Attachment imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of the Attachment shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

For all matters related to this Agreement, the Grantee designates their official representative(s) or successor, in their Signatory Resolution, as required in Article X. B. (v). The official representative will be the contact and signatory for all disbursements and Notices of Obligation.

If applicable, the Grantee designates an Alternative Fiscal Agent in the Signatory Resolution as required in Article X. B. (v), and in the Alternative

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
Name: Paulette Ortiz
Email: paulette.ortiz@env.nm.gov
Telephone: 505-670-3583

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone: 505-222-9568

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the

Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) **Twenty (20) days from the Reversion Date**.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages

and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with

respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Santa Fe or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Santa Fe or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the NMED early terminate the grant agreement, the Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);

3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;

2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII.]OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

New Mexico Environment Department

_____
Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the March 24, 2023 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Grant as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

__See Previous Page_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 21, 2024 13:31 MDT)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

SAMPLE

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No:

D. Grant No:

E. Project Title:

F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.

B. Grant Amount:

C. AIPP Amount *(If Applicable)*:

D. Funds Requested to Date:

E. Amount Requested this Payment:

F. Reversion Amount (If *Applicable*):

G. Grant Balance:

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year :

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date:

Grantee Representative

Printed Name

Date:

(State Agency Use Only)

Vendor Code: **Fund No.:** **Loc No.:**

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
SAMPLE EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____,_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project JEMEZ RD CONSTRUCT SAP 22-G2419-STB
Grantee Santa Fe
Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project, for review and, if appropriate, approval. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If these grant funds are to be used for engineering and/or other professional services, the hiring process for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If engineering fees exceed $60,000, excluding gross receipt taxes, the Grantee is required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the Request for Proposals (RFP) package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)

C. If these grant funds are used for engineering and/or other professional services, the Grantee must submit a copy of any executed engineering agreement and/or other professional services contract so a notice of obligation can be prepared and issued. If the Grantee's staff will be used to prepare the design, a letter certifying that must be submitted to NMED for the project record. The grantee has the option of using the NMED engineering agreement. In any case all engineering agreements must include the non-appropriation and termination clauses required by DFA in all agreements funded by capital outlay.

D. A preliminary engineering report (PER), technical memorandum, or study by a registered New Mexico Professional Engineer may be required.

E. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, bid documents, and engineer's construction cost estimate, for the project (prepared and sealed by a licensed and registered New Mexico Professional Engineer) to NMED **before** the project is advertised for construction bids, along with a letter **from the Grantee** stating that they have reviewed and accepted the plans and specifications. If required, the Grantee must also submit the plans and specifications to the appropriate regulatory agency for review and approval and provide a copy of the approval letter from the regulatory agency. Upon receipt of these documents the NMED will issue a letter confirming receipt of the required documents and informing the Grantee to proceed with advertising the project for construction bids.

F. A site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

G. If grant funds are to be used for the purchase or acquisition of real property as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser selected through applicable procurement procedures.

H. The Grantee will submit the proof of advertisement, recommendation of award, bid tabulation, complete bid submittal of the selected contractor, any addenda issued, and funding analysis listing all funds that will pay for construction to NMED prior to award of the construction contract, along with a letter from the Grantee stating they concur with the recommendation of award to the selected contractor and price and confirming that the Grantee has sufficient funds for construction.

I. The Grantee will submit the notice of the award, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to proceed to NMED. NMED will prepare and issue the notice of obligation for the construction cost making the grant funds available for reimbursement of construction costs. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.

J. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

K. All daily construction inspection reports shall be made available to the NMED upon request.

L. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

M. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.

N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

ARTICLE 2 NMED OVERSIGHT

NMED inspection, review and oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the

owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

Rev. May 2023

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

C. DISBURSEMENT REQUEST NUMBER

B. PROJECT NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			
Signature of Fiscal Agent if appliable:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP _____

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Officer Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the Budget & Formulation Management System (BFM) contact who is designated to update the BFM database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

If a Fiscal Agent is required:
(Fiscal Agent Representative Name and Title) or successor, is the FISCAL AGENT and is authorized to sign Disbursements.
PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: _____ Project Number: _____

Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement	
Name	
Title	
Signature	
Address	
Email	
Phone	

Official Representatives authorized to sign Disbursement Requests and All Other Documents,	
Name	
Title	
Signature	
Address	
Email	
Phone	

Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact	
Name	
Title	
Signature	
Address	
Email	
Phone	

Designated Agent or Employee that will make Quarterly BFM Updates	
Name	
Title	
Signature	Signature Not Required
Address	
Email	
Phone	

Designated Agent or Employee that will make Quarterly BFM Updates	
Name	
Title	
Signature	Signature Not Required

Address	
Email	
Phone	

CITY OF SANTA FE

Memorandum

Date: November 4, 2024

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

From: Sean Moody, Public Works Capital Projects Manager SM

Via: Regina Wheeler, Public Works Department Director RW

RE: Authorizing Signatories for New Mexico Environment Department Grant Agreement – Grant Agreement Number SAP 22-G2419-STB

EXECUTIVE SUMMARY:

The Resolution designates a project contact and signature authority for the agreement and request for payment forms for Grant Agreement Number SAP 22-G2419-STB with the New Mexico Environment Department ("NMED"). The Grant Agreement makes available four hundred thousand dollars ($400,000.00) appropriated by the State of New Mexico Legislature to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road, to improve residential septic systems in the city of Santa Fe.

BACKGROUND:

The New Mexico Environment Department, through Article X. B. (v) of Grant Agreement Number SAP 22-G2419-STB, requires the City of Santa Fe, as the grantee, to agree that the Governing Body has duly adopted, as an official act, a resolution, motion, or similar action in order to receive the grant funding. Additionally, Article III of the agreement states that the resolution will identify who will act as the contact and signatory for request for payment forms related to the agreement. Adoption of this Resolution will satisfy this requirement, allowing the City to enter into the grant agreement.

ATTACHMENTS:
Resolution
FIR

FIR No. 10629

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Officers and Agents for SAP 22-G2419-STB

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler, Public Works Director

Date: 11/5/202 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Nov 8, 2024

Reviewed by Finance Director: Emily K. Oster **Date:** Nov 8, 2024

Summary:
This Resolution assigns authorized representatives and agents for Grant Agreement Number SAP 22-G2419-STB with the New Mexico Environment Department Fund ("NMED"). The Grant Agreement makes available four hundred thousand dollars ($400,000.00) appropriated by the State of New Mexico Legislature, to plan, design, and construct improvements on Jemez Road including a sewer line south of Airport Road. Adoption of this Resolution satisfies the Grant Agreement's requirement that the governing body must duly adopt or pass an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee, the City of Santa Fe, to sign the agreement and to sign requests for payment.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not receive the grant totaling four hundred thousand dollars ($400,000) from NMED, meaning the City of Santa Fe will not receive the funding needed to complete the plan, design, and construction for improvements on Jemez Road, which include a sewer line south of Airport Road.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The plan, design, and construction of the project associated with this Grant Agreement will be undertaken by City of Santa Fe's Department of Public Utilities and the grant will be administered with support from the City's Public Works Department.

Fiscal Implications:
None.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 200,000	$ 200,000	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Design and construction of sewer trunk line extension.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$400,000	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Legislative grant via NMED provides this funding

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: sxmoody@santafenm.gov

CITY OF SANTA FE
FINANCE

DATE: November 15, 2024

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Emily K. Oster, Finance Director EKO

ITEM AND ISSUE:

The resolution approves budget amendments for the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending September 30, 2024 (First Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2024-2025 (FY2024/25) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2024/25 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2024/25 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A) and (B): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which,

per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2024/25 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.

D. Sub-Section D: Summary of All Quarterly Amendments to FY 2024/25 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $210,011,067 and a net increase to the overall revenue budget of $95,979,482. The resulting net expenditure increase of $114,031,585 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, Articles 3 and 4 of the Project Management and Fiscal Services Agreement

for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project Board ("the BDD Board") establish and submit a budget to the City, Santa Fe County, and Las Campanas and to condition the BDD Board's approval of the budget on "appropriation by the City and/or [Santa Fe] County in an appropriate budget or budget amendment"; and

WHEREAS, the Joint Powers Agreement for the Santa Fe Solid Waste Management Agency ("the Waste Management Agency") requires that the Waste Management Agency recommend an annual budget, which "shall not be formally adopted or implemented unless and until it is approved by each of the City and [Santa Fe County]"; and

WHEREAS, the BDD Board and the Waste Management Agency have approved First Quarter adjustments for their respective budgets and these adjustments have been incorporated into the City's proposed First Quarter Budget amendments; and

WHEREAS, a First Quarter Review of the Fiscal Year 2025 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director, Buckman Direct Diversion Board or the Santa Fe Solid Waste Management Agency's Board have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it approves the budget amendments for the BDD Board and the Waste Management Agency; and

BE IT FURTHER RESOLVED that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the First Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2024/Resolutions/ FY25 First Quarter Budget Amendments

EXHIBIT A

CITY OF SANTA FE

1st QUARTER FY 2024/25

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2024/25 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - FIRST QUARTER FY 2024/2025
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from available balance to fund deferred maintenance projects citywide *[CC apvd. 8/14/24, #9-w]*	$ 3,400,000	$ -	$ (3,400,000)
100	General Fund	Appropriation from available balance for Affordable Housing Trust Fund housing assistance subsidy payments *[CC apvd. 8/14/24 #9-n]*	3,000,000	-	(3,000,000)
100	General Fund	Transfer to Streets to fund street and road improvement projects city-wide *[CC apvd. 8/14/24 #9-ad]*	2,000,000	-	(2,000,000)
100	General Fund	Appropriation from available balance to support the MRC CIP for the irrigation ponds *[CC apvd. 8/14/24, #9-y]*	1,500,000	-	(1,500,000)
100	General Fund	Transfer to Facilities CIP to fund relocation of Planning & Land Use department staff from City Hall to Market Staton *[CC appvd. 8/28/24, #10-b]*	1,500,000	-	(1,500,000)
100	General Fund	Appropriation from available balance to fund resurfacing of Ragle Park baseball field #1 *[CC apvd. 8/14/24, #9-t]*	1,300,000	-	(1,300,000)
100	General Fund	Transfer to Economic Development Fund for the Work Based Learning program with Santa Fe Public Schools *[CC apvd. 8/14/24, #9-ak]*	1,200,000	-	(1,200,000)
100	General Fund	Appropriation from available balance to purchase two armored Bearcat vehicles and an Explosive Ordinance Disposal (EOD) vehicle *[CC apvd. 8/14/24, #10-a]*	1,107,000	1,107,000	-
100	General Fund	Appropriation from available balance to fund sidewalk projects citywide *[CC apvd. 8/14/24, #9-z]*	1,000,000	-	(1,000,000)
100	General Fund	Appropriation from available balance to replace Self-Contained Breathing Apparatus (SCBA) equipment *[CC apvd. 8/14/24, #9-ap]*	750,000	-	(750,000)
100	General Fund	Appropriation from available balance to fund contracted security services for the downtown area *[CC apvd. 8/14/24, #9-ag]*	750,000	-	(750,000)
100	General Fund	Appropriation from available balance reserves to fund LiveView mobile technologies camera trailers to enhance City events security *[CC apvd. 8/14/24, #9-r]*	570,000	-	(570,000)
100	General Fund	Appropriation from available balance to fund the ITT Disaster Recovery Site project *[CC apvd. 8/14/24, #9-o]*	500,000	-	(500,000)
100	General Fund	Appropriation from available balance to purchase a Type 3 wildland fire truck apparatus *[CC apvd. 8/14/24 #9-ao]*	450,000	450,000	-
100	General Fund	Appropriation from available balance to fund intersection markings projects citywide *[CC apvd. 9/18/24, #9-u]*	350,000	-	(350,000)
100	General Fund	Transfer to Economic Development Fund to implement objectives in the Community Development Plan for activities at Midtown *[CC apvd. 8/14/24, #9-ai]*	250,000	-	(250,000)
100	General Fund	Transfer to Parks CIP to fund demolition of partially collapsed bridge at Closson St. *[CC appvd. 8/28/24, #10-c]*	219,753	-	(219,753)
100	General Fund	Appropriations from available balance to fund deferred maintenance and repairs for the Police headquarters building *[CC apvd. 8/14/24, #9-an]*	200,000	200,000	-
100	General Fund	Appropriation from available balance to fund consultant for EnerGov modernization *[CC apvd. 8/14/24, #9-aj]*	120,000	-	(120,000)
100	General Fund	Appropriation from available balance to fund the ITT Disaster Recovery Site project *[CC apvd. 8/14/24, #9-p]*	117,000	-	(117,000)
100	General Fund	Appropriation from available General Fund reserves to fund general plan and land development code software update *[CC apvd. 8/14/24, #9-af]*	115,000	-	(115,000)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
212	Economic Development	Appropriation from from available balance to fund development of infrastructure at Midtown *[CC apvd. 8/14/24, #9-ah]*	3,000,000	3,000,000	-
212	Economic Development	Appropriation from available General Fund reserves to Economic Development to fund the Work Based Learning program with Santa Fe Public Schools *[CC apvd. 8/14/24, #9-ak]*	1,200,000	1,200,000	-
212	Economic Development	Appropriation from available General Fund reserves to implement objectives in the Community Development Plan for activities at Midtown *[CC apvd. 8/14/24, #9-ai]*	250,000	250,000	-
213	Lodgers' Tax Fund	Appropriation from available General Fund reserves to fund contracted security services for the downtown area *[CC apvd. 8/14/24, #9-ag]*	750,000	750,000	-
213	Lodgers' Tax Fund	Appropriation of NM Tourism Department Cooperative Marketing and Advertising Program grant *[CC apvd. 6/26/24, #9-h]*	67,960	67,960	-
216	Gross Receipts Tax Fund	Appropriation of funding for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 8/14/24, #9-q]*	2,542,700	-	(2,542,700)
240	Community Development	Appropriation of DFA SLFRF grant to renovation and construction of the Country Club Apartments *[CC appvd. 9/25/24, #9-e]*	2,000,000	2,000,000	-
240	Community Development	Re-appropriation of remaining FY24 balance to fund Affordable Housing Trust Fund contracts in FY25 *[CC appvd. 9/11/24, #9-c]*	1,944,962	-	(1,944,962)
240	Community Development	Appropriation from General Fund available balance for housing assistance subsidy payments in the Affordable Housing Trust Fund *[CC apvd. 8/14/24 #9-n]*	969,389	3,000,000	2,030,611
240	Community Development	Appropriation from available balance to fund pallet shelters and hygiene/office units *[CC apvd. 8/14/24, #9-al]*	812,325	812,325	-
240	Community Development	Appropriation from available General Fund reserves for fiscal oversight and sponsorship of Consuelo's Place shelter *[CC apvd. 08/14/24, #9-m]*	150,000	150,000	-
240	Community Development	Appropriation of NM CVRC grant award for domestic violence services *[CC appvd. 9/25/24, #9-g]*	63,938	63,938	-
241	Senior Citizen Grants/Programs	Appropriation of NM ALTD Grown FY25 grant award to support nutrition congregate and home delivered meals for seniors *[CC appvd. 8/28/24, #9g]*	68,000	68,000	-
320	CIP Facilities	Appropriation from available general fund balance for citywide deferred maintenance projects *[CC apvd. 8/14/24, #9-w]*	3,400,000	3,400,000	-
320	CIP Facilities	Transfer from General Fund to allow relocation of Planning & Land Use department staff from City Hall to Market Staton *[CC appvd. 8/28/24, #10-b]*	1,500,000	1,500,000	-
320	CIP Facilities	Appropriation FY24 GRT earned in excess of budgeted estimates to fund the Sandoval Garage renovation project *[CC apvd. 8/14/24, #9-ae]*	1,120,000	1,120,000	-
320	CIP Facilities	Appropriation from available balance to fund additional apparatus storage for the Fire department *[CC apvd. 8/14/24, #9-x]*	750,000	750,000	-
325	CIP Special Projects	Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 8/14/24, #9-q]*	3,042,700	3,042,700	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant to support the Pacheco Street improvements project *[CC apvd. 8/14/24, #9-h]*	350,000	350,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Governor Miles Road improvements project *[CC apvd. 8/14/24, #9-i]*	210,000	210,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
330	CIP Streets & Roadways	Appropriation of NM DFA grant funding for the Harrison Rd. improvements project *[CC apvd. 8/28/24, #9-m]*	100,000	100,000	-
345	CIP Community Development	Appropriation from available balance to fund the construction of a replacement roof for the Mary Esther Gonzales Senior Center *[CC apvd. 8/14/24, #9-am]*	800,000	800,000	-
355	CIP Parks and Trails	Allocation of DFA grant to fund phase II of improvements to SWAN Park *[CC apvd. 8/14/24, #9-j]*	2,400,000	2,400,000	-
355	CIP Parks and Trails	Appropriation of available CIP funding for resurfacing of Ragle Park baseball field #1 *[CC apvd. 8/14/24, #9-t]*	1,300,000	1,300,000	-
355	CIP Parks and Trails	Appropriation of donations from the SF Pickleball Club to support the Ft. Marcy Pickleball Courts CIP project *[CC apvd. 7/31/24, #9-g]*	650,000	650,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for parks improvements at Water History Park *[CC apvd. 7/31/24 #9-f]*	350,000	350,000	-
355	CIP Parks and Trails	Allocation of funding for demolition of partially collapsed bridge at Closson St. *[CC appvd. 8/28/24, #10-c]*	219,753	219,753	-
365	½% GRT Income Fund	Appropriation from available balance to fund development of infrastruture at Midtowm *[CC apvd. 8/14/24, #9-ah]*	3,000,000	-	(3,000,000)
365	½% GRT Income Fund	Appropriation from FY23 GRT earned in excess of budgeted estimates to fund pavement rehabilitation and maintenance projects city-wide *[CC apvd. 8/14/24, #9-ab]*	3,000,000	-	(3,000,000)
365	½% GRT Income Fund	Appropriation from available balance for replacement plows, patching truck, and multi terrain loader for Complete Streets *[CC apvd. 8/14/24, #9-aa]*	2,700,000	-	(2,700,000)
365	½% GRT Income Fund	Appropriations from available balance to fund street and road improvement projects city-wide *[CC apvd. 8/14/24, #9-ad]*	1,600,000	1,600,000	-
365	½% GRT Income Fund	Appropriation from available GRT reserves to support the MRC Soccer Valley Improvements CIP project *[CC apvd. 8/14/24, #9-v]*	1,400,000	-	(1,400,000)
365	½% GRT Income Fund	Allocation of funding for the Sandoval Garage renovation project *[CC apvd. 8/14/24, #9-ae]*	1,120,000	-	(1,120,000)
365	½% GRT Income Fund	Appropriation from available balance to purchase two armored Bearcat vehicles and an Explosive Ordinance Disposal (EOD) vehicle *[CC apvd. 8/14/24, #10-a]*	1,107,000	-	(1,107,000)
365	½% GRT Income Fund	Appropriation from available balance to fund pallet shelters and hygiene/office units *[CC apvd. 8/14/24, #9-al]*	812,325	-	(812,325)
365	½% GRT Income Fund	Appropriation from available balance to fund the construction of a replacement roof for the Mary Esther Gonzales Senior Center *[CC apvd. 8/14/24, #9-am]*	800,000	-	(800,000)
365	½% GRT Income Fund	Appropriation from available balance to build additional apparatus storage for the Fire department *[CC apvd. 8/14/24, #9-x]*	750,000	-	(750,000)
365	½% GRT Income Fund	Appropriation from available balance for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 8/14/24, #9-q]*	500,000	-	(500,000)
365	½% GRT Income Fund	Appropriation from available balance to purchase a Type 3 wildland fire truck apparatus *[CC apvd. 8/14/24, #9-ao]*	450,000	-	(450,000)
365	½% GRT Income Fund	Appropriation from available balance to fund signal re-wiring projects at two key intersections *[CC apvd. 8/14/24, #9-ac]*	300,000	-	(300,000)
365	½% GRT Income Fund	Appropriation from available balance to fund deferred maintenance and repairs for the Police headquarters building *[CC apvd. 8/14/24, #9-an]*	200,000	-	(200,000)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
365	½% GRT Income Fund	Appropriation from available balance to fund phase II of the traffic calming project on Calle Atajo *[CC apvd. 8/14/24, #9-s]*	85,000	-	(85,000)
500	Waste Water Management	Appropriation from available balance for on-call sludge hauling services *[CC appvd. 9/25/24, #9-c, 9-d]*	1,000,000	-	(1,000,000)
500	Waste Water Management	Appropriation from available balance to fund on-call construction services *[CC apvd. 8/14/24 #9-h]*	500,000	-	(500,000)
500	Waste Water Management	Appropriation from available balance for the purchase of cationic polymer chemicals used continuously at the Paseo Real Wastewater Treatment facility *[CC appvd. 9/11/24, #9-d]*	350,000	-	(350,000)
500	Waste Water Management	Appropriation from available balance for the Paseo Rael Master Plan engineering services contract *[CC appvd. 9/11/24, #9-e]*	73,550	-	(73,550)
505	Water Management	Re-allocation of funding to complete FY24 contracted services in FY25 *[CC appvd. 9/11/24, #9-a]*	1,166,127	-	(1,166,127)
505	Water Management	Allocation of available balance to fund city-wide water utility construction and repair projects *[CC appvd. 9/11/24, #9-b]*	540,938	-	(540,938)
505	Water Management	Appropriation from available balance to fund the City's share of the final BDD FY25 Budget *[CC apvd. 7/31/24, #9-m]*	114,369	-	(114,369)
505	Water Management	Appropriation from available balance for modifications to the Public Utilities Division building *[CC apvd. 7/31/24, #9-n]*	95,000	-	(95,000)
525	Midtown Property	Appropriation of NM DFA FY23 grant funding for Midtown campus redevelopment *[CC apvd. 8/28/24, #9-h, 9-i]*	5,940,000	5,940,000	-
530	Municipal Recreation Complex	Appropriation from available balance to fund the MRC irrigation ponds CIP project *[CC apvd. 8/14/24, #9-y]*	1,500,000	1,500,000	-
530	Municipal Recreation Complex	Appropriation from available balance to support the MRC Soccer Valley Improvements CIP project *[CC apvd. 8/14/24, #9-v]*	1,400,000	1,400,000	-
530	Municipal Recreation Complex	Appropriation of DFA grant for the MRC Soccer Valley Improvements project *[CC apvd. 7/31/24, #9-h]*	50,000	50,000	-
545	Airport	Appropriation of US DOT/FAA grant for the Airport Master Plan project *[CC apvd. 08/14/24, #10-c]*	1,021,700	1,021,700	-
545	Airport	Appropriation NM DOT/US FAA grant for the design of the Airport Terminal North Apron Reconstruction CIP project *[CC apvd. 8/14/24, #10-d]*	191,215	191,215	-
545	Airport	Appropriation of NM DOT grant for the Airport Master Plan project *[CC apvd. 08/14/24, #9-k]*	68,051	61,246	(6,805)
545	Airport	Appropriation of NM DOT grant for the Airport Lighting Vault project *[CC apvd. 08/14/24, #9-l]*	62,500	56,200	(6,300)
620	Services to Other Departments	Allocation of funding for LiveView mobile technolgoies camera trailers to enhance City events security *[CC apvd. 8/14/24, #9-r]*	570,000	570,000	-
620	Services to Other Departments	Allocation of funding for the ITT Disaster Recovery Site project *[CC apvd. 8/14/24, #9-o]*	500,000	500,000	-
620	Services to Other Departments	Allocation of funding for implementation of security hardware tokens *[CC apvd. 8/14/24, #9-p]*	117,000	117,000	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 83,495,255***	***$ 42,319,037***	***$ (41,176,218)***

CITY OF SANTA FE

1st QUARTER FY 2024/25

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SUB-SECTION [B]

AMENDMENTS TO FY 2024/25 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A) AND (B)

CITY OF SANTA FE - FIRST QUARTER FY 2024/2025
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Re-appropriation of unspent prior year budget to fund police vehicle and equipment purchases	$ 941,103	$ -	$ (941,103)
100	General Fund	Re-appropriation of unspent prior year budget for Senior Services and GCCC Capital Projects	227,160	-	(227,160)
100	General Fund	Re-appropriation of unspent prior year budget for ongoing citywide streets projects	198,717	-	(198,717)
100	General Fund	Re-appropriation of unspent prior year budget for ongoing facilities repair/improvements projects	100,083	-	(100,083)
100	General Fund	Appropriation from available reserve for contracted assistance in facilitating increased citizen involvement and engagement with the City's budgeting process	50,000	-	(50,000)
100	General Fund	Appropriation from General Fund to cover Municipal Court budget items ommitted in error for FY25	27,777	-	(27,777)
100	General Fund	Transfer to Parks CIP to replace the pergola at Amelia White park	25,000	-	(25,000)
100	General Fund	Re-appropriation of funds for the library from a service contract overpayment made in FY24	13,119	-	(13,119)
212	Economic Development	Re-appropriation of unspent prior year budget for the ongoing LEDA Earth Traveler project	250,000	-	(250,000)
213	Lodgers' Tax Fund	Allocation of NM Tourism grant for a feasibility study to facilitate the creation of the Open Air Performing Arts Center	40,000	40,000	-
221	Emergency Services	Adjustment to re-budget remaining portion of US DHS Homeland Security FY24 grant	127,720	127,720	-
223	Law Enforcement	Re-appropriation of unspent prior year budget to fund police vehicle and equipment purchases	987,889	-	(987,889)
231	City Drainage Fund	Re-appropriation of unspent prior year budget for ongoing storm water drainage maintenance projects	1,312,490	-	(1,312,490)
231	City Drainage Fund	Re-appropriation of unspent prior year budget for vehicle purchases and the ongoing Arroyo Chamiso CIP project	73,350	510,771	437,421
231	City Drainage Fund	Re-appropriation of unspent prior year budget for software purchases	4,030	-	(4,030)
233	Transportation Grants	Re-appropriation of prior year NM DOT grant/local match for downtown intersection safety analysis	125,114	100,091	(25,023)
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for small business support, job training services, youth services, and public wifi	3,704,948	3,704,948	-
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for Ragle Park field improvements	210,376	210,376	-
240	Community Development	Adjustment to re-budget remaining portion of prior year US HUD CDBG grant to support the ECRA Trail project	49,156	-	(49,156)
241	Senior Citizen Grants/Programs	Adjustment to re-budget remaining portion of prior year NM DFA grant for purchase of Senior Services vehicles	717,159	717,159	-
251	Library Fund	Re-appropriation of remaining NM GO Bond funding for purchase of Library materials and equipment	337,186	337,186	-
251	Library Fund	Re-appropriation of funds from a service contract overpayment made in FY24	6,305	-	(6,305)
255	Quality of Life Fund	Re-appropriation of unspent prior year budget for software purchases	51,622	-	(51,622)
315	CIP Resource Conservation	Re-appropriation of unspent prior year budget for the ongoing citywide solarization project	13,696	-	(13,696)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
320	CIP Facilities	Re-appropriation of unspent prior year budget for ongoing municipal facilities CIP projects	4,833,838	1,813,950	(3,019,888)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for the ongoing ERP System Software CIP project	1,090,213	-	(1,090,213)
325	CIP Special Projects	Re-appropriation of unspent prior year budget to fund Questica Software and ongoing ERP system services	944,883	-	(944,883)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	18,127,193	10,900,407	(7,226,786)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	1,380,946	-	(1,380,946)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	172,648	-	(172,648)
345	CIP Community Development	Re-appropriation of unspent prior year budget for ongoing municipal facilities CIP projects	2,442,719	247,500	(2,195,219)
355	CIP Parks and Trails	Appropriation of available balance to replace the pergola at Amelia White park	25,000	25,000	-
365	½% GRT Income Fund	Re-appropriation of unspent prior year budget for ongoing municipal facilities CIP projects	530,444	-	(530,444)
365	½% GRT Income Fund	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	268,299	-	(268,299)
365	½% GRT Income Fund	Appropriation from available balance to address drainage issues at Alameda and Calle Nopal	30,000	-	(30,000)
365	½% GRT Income Fund	Appropriation from available balance to address drainage issues at Otowi and Vitalia	30,000	-	(30,000)
365	½% GRT Income Fund	Appropriation from available balance to address drainage issues at Rio Vista	25,000	-	(25,000)
365	½% GRT Income Fund	Appropriation from available balance to fund Cerro Gordo bridge engineering and repair	22,000	-	(22,000)
500	Waste Water Management	Re-appropriation of unspent prior year budget for ongoing Wastewater CIP projects	11,329,385	-	(11,329,385)
505	Water Management	Re-appropriation of unspent prior year budget for the ongoing Nichols Dam CIP project	15,116,563	-	(15,116,563)
505	Water Management	Re-appropriation of unspent prior year budget for ongoing priority water line replacement projects	12,211,132	-	(12,211,132)
505	Water Management	Appropriation from available balance to fund reclassification of various Water divison positions	20,224	-	(20,224)
505	Water Management	Appropriation from available balance to cover remaining renovations to PUD building	20,000	-	(20,000)
505	Water Management	Appropriation from available balance to fund Public Utilities employee tuition, training, and travel	10,000	-	(10,000)
505	Water Management	Appropriation from available balance to fund reclassification of the Custodian Lead worker position	6,975	-	(6,975)
510	Environmental Services	Re-appropriation of unspent prior year budget for ESD vehicle purchases	2,218,870	-	(2,218,870)
510	Environmental Services	Re-appropriation of unspent prior year budget for CIP project design of administrative offices and maintenance facility	247,899	-	(247,899)
515	Railyard Properties	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	709,899	-	(709,899)
525	Midtown Property	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	1,521,557	963,439	(558,118)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for ongoing MRC improvement projects	549,554	-	(549,554)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for MRC sports fields equipment purchases	263,281	-	(263,281)
535	Parking	Re-appropriation of unspent prior year budget for ongoing parking garage CIP projects	29,709	-	(29,709)
540	Transit Bus System	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	5,617,831	-	(5,617,831)
540	Transit Bus System	Re-appropriation of unspent prior year budget to purchase transit vans and buses	749,093	601,423	(147,670)
540	Transit Bus System	Allocation of funding to cover FY25 natural gas and electricity costs	60,000	-	(60,000)
545	Airport	Adjustment to re-budget remaining portion of prior year NM DOT/US FAA grant for Airport expansion construction	7,332,376	6,175,338	(1,157,038)
545	Airport	Re-appropriation of unspent prior year budget for Airport equipment/vehicles purchases	2,153,173	-	(2,153,173)
550	Genoveva Chavez Community Ctr	Transfer from General Fund/Community Services to fund GCCC mechanical repairs	50,000	50,000	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 99,734,704***	***$ 26,525,308***	***$ (73,209,396)***

CITY OF SANTA FE

1st QUARTER FY 2024/25

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2024/25 BUDGET

CITY OF SANTA FE - FIRST QUARTER FY 2024/2025
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Adjustments reflecting final BDD Board-approved budget	$ 10,447,366	$ 10,447,366	$ -
810	SF Solid Waste Mgmt Agency	Adjustments reflecting final SFSWMA Board-approved budget	12,029,851	12,527,771	497,920
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Replacement Fund for purchase of a Landfill Compactor	1,560,000	1,560,000	-
810	SF Solid Waste Mgmt Agency	Re-appropriation of unspent prior year budget for contracted audit, maintenance and compliance services	1,096,402	-	(1,096,402)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance to increase compliance services for the landfill and BuRRT	60,000	-	(60,000)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance to replace HVAC unit at the Caja Del Rio administration building	14,865	-	(14,865)
810	SF Solid Waste Mgmt Agency	Re-appropriation of unspent prior year budget for purchase of equipment/machinery	12,624	-	(12,624)
811	SWMA Equip Replacement Fund	Appropriation from SWMA CIP Fund for the Caja del Rio Landfill Gas Collection System	1,560,000	-	(1,560,000)
811	SWMA Equip Replacement Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	1,300,000	1,300,000
812	SWMA Gas Collection Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	325,000	325,000
813	SWMA Cell Developmt Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	300,000	300,000
815	SWMA Closure/Post-Closure Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	175,000	175,000
816	SWMA CIP Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	500,000	500,000
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 26,781,108***	***$ 27,135,137***	***$ 354,029***

CITY OF SANTA FE

1st QUARTER FY 2024/25

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2024/25 BUDGET BY FUND

CITY OF SANTA FE - FIRST QUARTER FY 2024/2025
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 21,981,712	$ 1,757,000	$ (20,224,712)
212	Economic Development	4,700,000	4,450,000	(250,000)
213	Lodgers' Tax Fund	857,960	857,960	-
216	Gross Receipts Tax Fund	2,542,700	-	(2,542,700)
221	Emergency Services	127,720	127,720	-
223	Law Enforcement	987,889	-	(987,889)
231	City Drainage Fund	1,389,870	510,771	(879,099)
233	Transportation Grants	125,114	100,091	(25,023)
240	Community Development	9,905,094	9,941,587	36,493
241	Senior Citizen Grants/Programs	785,159	785,159	-
251	Library Fund	343,491	337,186	(6,305)
255	Quality of Life Fund	51,622	-	(51,622)
315	CIP Resource Conservation	13,696	-	(13,696)
320	CIP Facilities	11,603,838	8,583,950	(3,019,888)
325	CIP Special Projects	5,077,796	3,042,700	(2,035,096)
330	CIP Streets & Roadways	18,787,193	11,560,407	(7,226,786)
335	CIP Bond Acquisition	1,553,594	-	(1,553,594)
345	CIP Community Development	3,242,719	1,047,500	(2,195,219)
355	CIP Parks and Trails	4,944,753	4,944,753	-
365	½% GRT Income Fund	18,730,068	1,600,000	(17,130,068)
500	Waste Water Management	13,252,935	-	(13,252,935)
505	Water Management	29,301,328	-	(29,301,328)
510	Environmental Services	2,466,769	-	(2,466,769)
515	Railyard Properties	709,899	-	(709,899)
525	Midtown Property	7,461,557	6,903,439	(558,118)
530	Municipal Recreation Complex	3,762,835	2,950,000	(812,835)
535	Parking	29,709	-	(29,709)
540	Transit Bus System	6,426,924	601,423	(5,825,501)
545	Airport	10,829,015	7,505,699	(3,323,316)
550	Genoveva Chavez Community Ctr	50,000	50,000	-
620	Services to Other Departments	1,187,000	1,187,000	-
800	Buckman Direct Diversion	10,447,366	10,447,366	-
810	SF Solid Waste Mgmt Agency	14,773,742	14,087,771	(685,971)
811	SWMA Equip Replacement Fund	1,560,000	1,300,000	(260,000)
812	SWMA Gas Collection Reserve	-	325,000	325,000
813	SWMA Cell Developmt Reserve	-	300,000	300,000
815	SWMA Closure/Post-Closure Reserve	-	175,000	175,000
816	SWMA CIP Fund	-	500,000	500,000
QUARTERLY TOTAL - ALL FUNDS		***$ 210,011,067***	***$ 95,979,482***	***$ (114,031,585)***

FIR No. 10637.1

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2024/2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins Date: 11/15/2024 Phone: (505) 955-6177

Reviewed by City Attorney: _____ Date: Nov 22, 2024

Reviewed by Finance Director: Emily K. Oster Date: Nov 22, 2024

Summary:
The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request Department of Finance Authority to approve First Quarter FY 2025 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 1st Quarter FY 2024-25 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

Signature: Andy Hopkins

Email: ajhopkins@santafenm.gov

Signature:

Email: cfmartinez@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: September 17, 2024

To: Governing Body, Finance Committee, and Quality of Life

From: Casey Dalbor, Economic Development Associate CJD

Via: Johanna Nelson, Office of Economic Development Director JN

RE: Enabling the Santa Fe County Improvement Special Assessment Program in the City of Santa Fe

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EXECUTIVE SUMMARY:

The proposed Resolution would allow for the Santa Fe County Improvement Special Assessment Program to operate within city of Santa Fe, pursuant to the New Mexico Improvement Special Assessment Act, codified as NMSA 1978, Sections 4-55D-1 to –10, and as Santa Fe County Ordinance 2024-8.

BACKGROUND:

"Commercial Property Assessed Clean Energy" ("C-PACE") programs are a type of financing structure enabled by state statute and local ordinance. As such, in 2023, the New Mexico Legislature passed the Improvement Special Assessment Act ("Act"), via House Bill 228, which authorized the Improvement Special Assessment Program. The Act provides an alternative source of financing for improvements to privately-owned commercial, agricultural, industrial property (including buildings on those properties) or any multi-family property of five or more dwelling units. The Act, Sections 4-55D-1 through 4-55D-10, NMSA 1978, allows counties to establish Improvement Special Assessment Programs ("Programs") via ordinance. Santa Fe County established an Improvement Special Assessment Program on September 13, 2024, in Ordinance Number 2024-8 ("Ordinance"). The Act and Ordinance allow owners of eligible properties to obtain long-term financing from private capital providers for eligible energy efficiency, renewable energy, water conservation, and resiliency improvements for qualifying properties. C-PACE programs established by a county may apply within the boundaries of a municipality if the municipality adopts a resolution approving the administration of that county's ordinance within the municipality.

ATTACHMENTS:

Resolution
FIR
Memo Attachment – New Mexico C-PACE Program

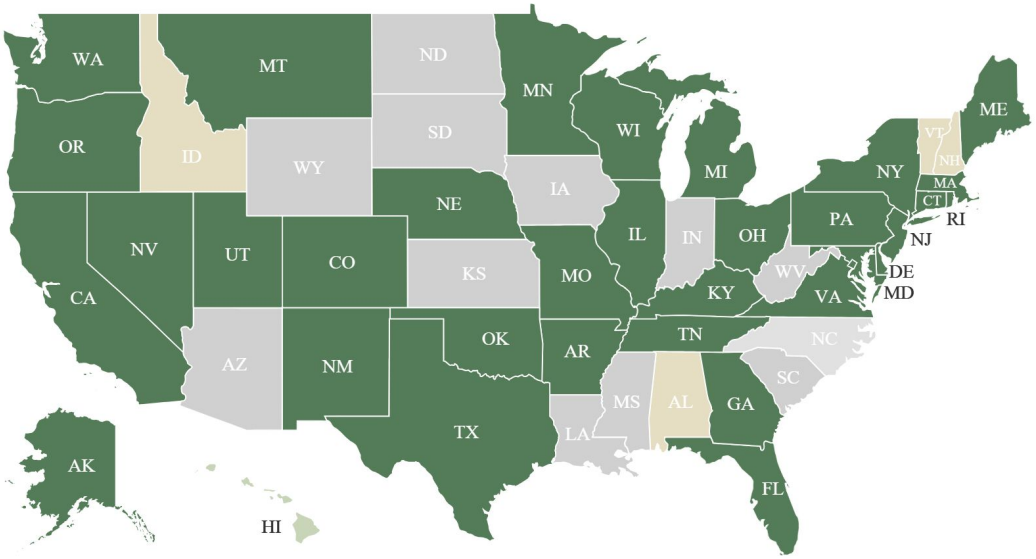
NM C-PACE Program

What is C-PACE?

- Commercial Property Assessed Clean Energy (C-PACE) is an alternative source of financing for improvements to commercial properties.
- Eligible properties include: any privately-owned commercial, agricultural, industrial, or multi-family property of five or more dwelling units. This includes properties owned by a not-for-profit organization.
- Covers the direct and indirect costs related to reducing energy or water consumption, generating renewable energy, or building resiliency.
- Over 90 C-PACE lenders and $6.3 billion funded on over 3,200 commercial properties across the US.

Active C-PACE Programs

PACE New Mexico



Map key

Active program(s)

Program in development

PACE-enabled

How to establish the program?

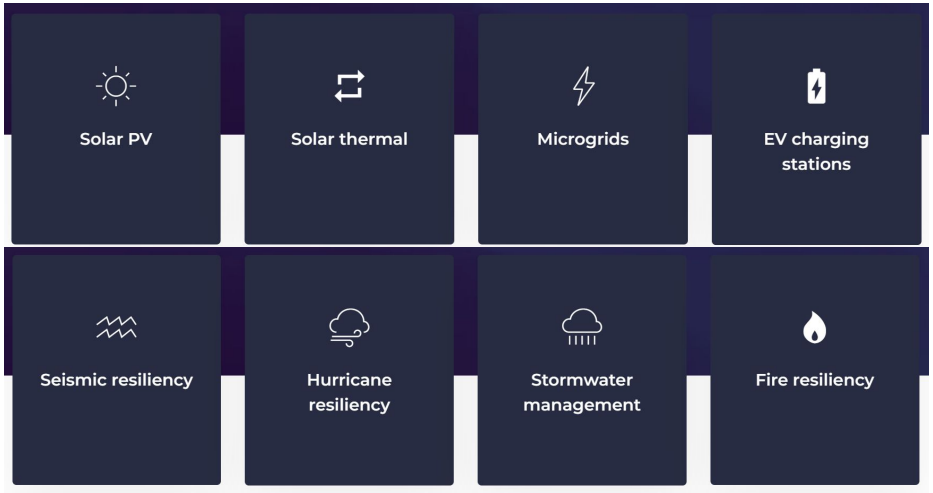
- States authorize C-PACE programs by statute. This was done in New Mexico through the Improvement Special Assessment Act enacted in 2023 via House Bill 228.
- Counties and Municipalities need to opt in to the program via ordinance (or resolution for Municipalities) so that projects within their jurisdiction can use it.
- Adelante Consulting has been contracted by NM EDD to serve as statewide program administrator for the C-PACE Program.
- C-PACE Capital providers provide funds without any public dollars or subsidy.

C-PACE Financing Process

1. Define the project and the portion eligible for C-PACE financing
2. The property owner and capital provider negotiate financial terms
3. Obtain a technical analysis of the project's utility savings
4. Obtain the consent of other lienholders on the property
5. The property owner/capital provider submits their application to the program administrator
6. The County signs and records 3 closing documents once a project application is approved
7. Payments are billed and collected by the capital provider but enforced like property taxes

Typical Measures Funded by C-PACE





General C-PACE Benefits

- Financing for 100% of direct and indirect costs;
- Fixed interest rates;
- Up to 30 years to repay;
- Secured by a property lien (not a personal guarantee); and
- Non-accelerable in the event of default.

Benefits for Property Owners/Developers

- Overcome the up-front costs of a potential project
- Increase property value
- Lower operating costs through energy efficiency
- Special assessment is transferable upon sale

Benefits for County/Municipal Governments

- More jobs are created
- Local building stock value is enhanced
- Carbon footprint of buildings is reduced
- Resiliency of buildings is improved
- Higher property tax payments

Benefits for Capital Providers

- Stronger security for investors due to repayment via property tax bill
- Increased collateral value
- Increased cash flow

Benefits for Existing Lienholders

- Enhance property value
- Improve building's longevity
- See collateral improved without increase in credit risk
- Financing only permitted with consent of all existing lienholders

Frequently Asked Questions

- Q: Seniority of lienholders?
- A: From the statute - Written consent from any holder of a lien, mortgage or security interest in the real property that the property may participate in the program and that the special assessment lien shall have priority superior to all liens, claims and titles except a lien for general ad valorem property taxes or an improvement district lien that is coequal to property taxes.
- Q: Liability for local government?
- A: From the statute - A county is not liable in any way for the debt of the property owner, is not a third-party obligor and is not pledging or lending its credit to the property owner or the capital provider.

Frequently Asked Questions

- Q: Who is responsible for the billing and collection of loans?
- A: From the guidebook - Billing, collection, and enforcement of delinquent Improvement Special Assessment Liens or Improvement Special Assessment financing installment payments, including foreclosure, are the responsibility of the Capital Provider.
- Q: How are interest rates determined?
- A: From the guidebook - Interest rates are negotiated in a Special Assessment Financing Agreement between the Property Owner and the Capital Provider.

Frequently Asked Questions

- Q: What are the administrative fees associated with C-PACE?
- A: The Program Administrator's fees are outlined in the program guidebook and are paid at closing along with any required fees by the County for signing and recording the closing documents.
- Q: What is the responsibility of the program administrator?
- A: Responsibilities include:
  - Supporting interested Counties/Municipalities to opt in
  - Processing all project applications
  - Providing educational outreach and answering C-PACE questions for any interested stakeholders
  - Providing semi-annual reports on the C-PACE financing loan portfolio

Updates for New Mexico

- Counties connected with: Bernalillo, Doña Ana, Santa Fe, Sandoval, Valencia, McKinley, Curry, Taos, and Los Alamos.
- Bernalillo County introduced their C-PACE ordinance on April 9th, 2024 and final adoption is expected on May 28th.
- Albuquerque to introduce their resolution on May 20th, 2024.
- The NM C-PACE website is launched: www.nmcpace.com
- Connected to 9 out-of-state capital providers with C-PACE financing experience
- Reaching out to credit unions & other local financial institutions

Contact Information

- Email: info@nmcpace.com or echristensen@adelanteconsulting.com
- Phone: (505) 788-7117
- Website: www.nmcpace.com

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

A RESOLUTION

ENABLING THE SANTA FE COUNTY IMPROVEMENT SPECIAL ASSESSMENT PROGRAM IN THE CITY OF SANTA FE.

WHEREAS, in 2023, the New Mexico legislature passed the "Improvement Special Assessment Act," codified as NMSA 1978, Sections 4-55D-1 to -10 ("Act"), which allows counties to establish "Improvement Special Assessment" programs; and

WHEREAS, Section 4-55D-3 of the Act states that a county may establish a program by county ordinance and that the county ordinance may apply within the boundaries of a municipality, if the municipality adopts a resolution or ordinance approving the use of the county's ordinance within that municipality; and

WHEREAS, Santa Fe County ("County") adopted its Improvement Special Assessment Program ("Program") through County Ordinance No. 2024-8, attached as Exhibit A; and

WHEREAS, the Act and Program allow owners of certain properties ("Eligible Properties") to obtain long-term financing from private capital providers for certain property improvements for energy efficiency, renewable energy, water conservation, and resiliency; and

WHEREAS, the private capital providers cover the direct and indirect costs for reducing Eligible Properties' energy and water consumption; and

WHEREAS, under the Program, Eligible Properties include any privately-owned commercial, agricultural, or industrial properties (including buildings on those properties), and multi-family properties with five or more dwelling units, including properties owned by not-for-profit organizations; and

WHEREAS, the Program requires that qualifying improvements for Eligible Properties are permanent improvements, affixed to the real property and that they meet at least one of the following improvement types ("Qualifying Improvements"):

1) Measures, equipment, or devices that result in a decrease in consumption of or demand for electricity or natural gas;
2) Energy systems that generate energy by use of low-or-zero-emissions generation technology with substantial long-term production, including solar, wind, and geothermal resources, fuel cell equipment using an electrochemical process to generate electricity and heat, and/or biomass resources;
3) Measures, equipment, or devices that decrease the consumption of or demand for water, that address safe drinking water, or that eliminate lead from water used for drinking or cooking;
4) Improvements that increase the resilience of a property, including air quality, flood mitigation, storm water management, energy storage and microgrids, alternative vehicle charging stations, or fire or wind resistance or inundation adaptation; and

WHEREAS, the Program requires that the record owner of title of an Eligible Property work with a capital provider to submit an application to the County's approved program administrator; and

WHEREAS, after the owner completes the application submission, the program

administrator determines whether the application meets the guidelines of the Program, and, if the application meets the guidelines, then the property owner enters into a special assessment financing agreement with the capital provider; and

WHEREAS, once the property owner and capital provider enter into a special assessment financing agreement, the Program requires that the County sign the final closing documents; and

WHEREAS, the Governing Body would like the Program to be available for properties in the city of Santa Fe.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City of Santa Fe ("City") accepts the Program, thus enabling it to apply within the city.

BE IT FURTHER RESOLVED that the City shall impose no restrictions on Qualifying Improvements or Eligible Properties, other than those imposed by Santa Fe County or the State of New Mexico.

BE IT FURTHER RESOLVED that the Program is effective upon adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2024/Resolutions/Commercial Property Assessed Clean Energy

EXHIBIT A

SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO. 2024-08

AN ORDINANCE
ENACTING AN IMPROVEMENT SPECIAL ASSESSMENT PROGRAM WITHIN SANTA FE COUNTY; DESIGNATING OFFICIAL OR OFFICIALS TO ADMINISTER THE PROGRAM AND EXECUTE NECESSARY DOCUMENTS TO ENABLE SPECIAL ASSESSMENT FINANCING WITHIN SANTA FE COUNTY; APPROVING THE PROGRAM GUIDEBOOK AND RELATED DOCUMENTS REQUIRED TO IMPLEMENT THE PROGRAM; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

SECTION 1. SHORT TITLE.

This Ordinance shall be cited as "Improvement Special Assessment Program Ordinance," hereinafter referred to as the "Ordinance."

SECTION 2. PURPOSE.

The purpose of this Ordinance is to implement Santa Fe County's Improvement Special Assessment Program (the "Program").

SECTION 3. FINDINGS.

A. The Improvement Special Assessment Act, NMSA 1978, Sections 4-55D-1 through 4-55D-10 (the "Act") allows owners of eligible commercial property to obtain long-term financing from private Capital Providers (defined below) for qualifying energy efficiency, renewable energy, water conservation, and resiliency improvements for qualifying buildings; and

B. The Act allows individual counties to create Improvement Special Assessment programs to allow buildings to become more efficient and resilient; and

C. The New Mexico Economic Development Department has made available a program guidebook in conformance with the requirements of the Act; and.

D. Voluntary Special Assessment Financing (defined below) is secured by a senior lien on the property recorded by the County and repaid to the Capital Provider through the levy of a voluntary assessment collected by the Capital Provider; and

E. Property taxes assessed by the County on eligible property benefited by improvements remain superior to the Special Assessment Lien (defined below); and

F. Assessments for Special Assessment Financing is non-accelerating, meaning only current or past due payments can be collected, while future payments are the responsibility of whomever owns the property at the time; and

G. The Improvement Special Assessment repayment obligation transfers automatically to the next owner if the property is sold, spreading the cost of qualifying improvements over the useful life of the measures; and

H. The financing of Eligible Improvements (defined below), repaid by special assessments on eligible property benefited by such improvements, is in the interest of public health, safety and welfare; and

I. The County's adoption of the Program is necessary and advisable to meet the needs of the County and its residents; and

J. The Program is designed to have no impact on County liabilities or finances.

SECTION 4. AUTHORITY.

The Act allows counties to establish Improvement Special Assessment programs.

SECTION 5. DEFINITIONS.

The definitions in this section apply throughout this Ordinance unless the context clearly requires otherwise.

(1) "Application Checklist" means the list of items in a Project Application required by the Act, this Ordinance, and the Program Guidebook, and the corresponding documentation that the County accepts in order to show the application requirements are met.

(2) "Capital Provider" means a private entity or its designee, successor or assigns that finances or refinances an Eligible Improvement pursuant to the Act;

(3) "County" means Santa Fe County;

(4) "Eligible Improvement" means a permanently affixed Energy Efficiency Improvement, Renewable Energy Improvement, Water Conservation Improvement or Resiliency Improvement installed on Eligible Property as part of the construction or renovation of the property;

(5) "Eligible Property" means privately owned commercial, industrial, or agricultural or nonprofit real property or multifamily residential real property with five or more dwelling units, including real property owned by an entity formally recognized as tax exempt pursuant to the Internal Revenue Code of 1986, as amended. Eligible Property may include ground leases on Eligible Property;

(6) "Energy Efficiency Improvement" means measures, equipment or devices that result in a decrease in consumption of or demand for electricity or natural gas;

(7) "local government" means a municipality, county or other general function governmental unit established by state law;

(8) "municipal" or "municipality" means any incorporated city, town or village, whether incorporated under general act, special act or special charter, incorporated counties and H class counties;

(9) "Ordinance" means this ordinance adopted by the County pursuant to the Act to establish a program within the Region;

(10) "Program" means the Special Assessment program established under this Ordinance;

(11) "Program Administrator" means Adelante Consulting Inc., which has a contract with the State to administer the Program at no cost to the County and which is hereby designated by the County to administer the program in Santa Fe County;

(12) "Program Guidebook" means the comprehensive document that is adopted under this Ordinance and is substantively in the form of Program Guidebook made available by the New Mexico Department of Economic Development.

(13) "Project Application" means an application submitted to the Program Administrator to demonstrate that a proposed project qualifies for Special Assessment Financing pursuant to the Program;

(14) "Property Owner" means the owner of the eligible property for eligible improvements.

(15) "Region" means the geographical area designated pursuant to Section 2 of this Ordinance for the Program;

(16) "Renewable Energy Improvement" means an energy system that generates energy by use of low- or zero-emissions generation technology with substantial long-term

production, including solar, wind and geothermal resources, fuel cell equipment using an electrochemical process to generate electricity and heat or biomass resources;

(17) "Resiliency Improvement" means improvements that increase the resilience of a property, including air quality, flood mitigation, storm water management, energy storage and microgrids, alternative vehicle charging infrastructure, fire or wind resistance or inundation adaptation;

(18) "Special Assessment" means a voluntary assessment imposed on a property pursuant to the Act for the total amount of Special Assessment Financing together with interest, penalties, fees and charges related thereto;

(19) "Special Assessment Agreement" means a voluntary agreement between the County and the property owner to allow a County to place an assessment on the property owner's property to repay Special Assessment Financing pursuant to the Act;

(20) "Special Assessment Assignable Certificate" means a document assigning a Special Assessment Lien from the County to a Capital Provider in an amount not to exceed the amount of the Special Assessment Financing for the term of the Special Assessment Lien;

(21) "Special Assessment Financing" means the total amount of financing provided by a Capital Provider pursuant to a Special Assessment Financing Agreement, including accrual of interest and penalties, charges, fees, and cost of enforcement of a Special Assessment Lien; The Special Assessment Financing for a Eligible Improvement may authorize the Property Owner to (a) purchase directly the related equipment and materials for the installation or modification of an Eligible Improvement; and (b) contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of a Eligible Improvement.

(22) "Special Assessment Financing Agreement" means a contract pursuant to which a property owner agrees to repay a Capital Provider for Special Assessment Financing and to the terms of the Special Assessment Financing, including the

treatment of prepayment and partial payment of a Special Assessment, details of any finance charges, fees, debt servicing, and accrual of interest and penalties;

(23) "Special Assessment Lien" means a lien recorded in the County to secure the Special Assessment, which assessment remains on the property until paid in full;

(24) "Water Conservation Improvement" means measures, equipment or devices that decrease the consumption of or demand for water, address safe drinking water or eliminate lead from water used for drinking or cooking.

SECTION 6: ESTABLISHMENT; REGION.

There is hereby established within the boundaries of the "County" the Program. The Program shall allow financing for the full range of Eligible Improvements on all Eligible Properties, as authorized by the Act, and shall abide by and operate according to the Act.

SECTION 7: RATIFICATION.

All actions heretofore taken and not inconsistent with the provisions of this Ordinance by the Board of County Commissioners and officers of the County directed toward adoption of the Program, be, and the same hereby are, ratified, approved, and confirmed.

SECTION 8: TERRITORY.

The Program shall be available to all Eligible Property within the boundaries of the County but outside the limits of any municipality. In accordance with the Act, the Program may be available within the limits on a municipality if the municipality adopts a resolution or an ordinance approving the application of the County's ordinance within the municipality.

SECTION 9: PROGRAM ADMINISTRATION

A. Pursuant to the Act, the County hereby designates, authorizes and directs the Santa Fe County Manager to enter into Special Assessment Agreements with property owners and Capital Providers and issue Special Assessment Assignable Certificates on behalf of the County to impose Special Assessments and assign Special Assessment Liens for assessments approved by the Program Administrator.

B. Pursuant to the Act, the County designates Adelante Consulting Inc. as the Program Administrator. The Program Administrator shall review and approve the Project Applications

submitted in accordance with the Program Guidebook, collect any fees, and record the documents requested by a Property Owner and the Capital Provider.

C. No services, including but not limited to energy audits, project development, or other activities associated or related to the development of a Project Application or installation of Eligible Improvements shall be offered through the Improvement Special Assessment Program unless priced separately and open to purchase by the property owner from third parties.

SECTION 10: IMPROVEMENT SPECIAL ASSESSMENT FINANCING

A. Pursuant to the Act, the County authorizes Special Assessment Financings to be provided by Capital Providers through a Special Assessment Financing Agreement entered directly into with the owner of an Eligible Property to fund Eligible Improvements. The rate of interest, delinquent interest, penalties, terms of prepayment and other terms of Special Assessment Financing shall be established by a Capital Provider in the related Special Assessment Financing Agreement for such assessment;

B. The Special Assessment Financing through a Program established under this Ordinance may include:

(1) The cost of materials and labor necessary for installation or modification of an Eligible Improvement;

(2) Permit fees;

(3) Inspection fees;

(4) Financing or origination fees;

(5) Project Application and administrative fees;

(6) Project development and engineering fees;

(7) Third-party review fees, including verification review fees;

(8) Capitalized interest;

(9) Interest reserves;

(10) Escrow for prepaid property taxes and insurance; or

(11) Any other fees or costs that may be incurred by the property owner incident to the installation, modification, or improvement on a specific or pro rata basis.

(12) Any other costs or fees as outlined in the Program Guidebook.

C. Prior to entering into a Special Assessment Financing Agreement, the Capital Provider must receive written consent from every holder of a lien, mortgage, or security interest in the real property that will be subject to the Special Assessment and Special Assessment Lien agreeing that the property may participate in the Program and that the Special Assessment Lien shall have priority superior to all liens, claims and titles except a lien for general ad valorem property taxes or an improvement district lien that is coequal to property taxes.

D. The proposed Special Assessment Financing for a qualified project may authorize the property owner to:

(1) Purchase directly the related equipment and materials for the installation or modification of an Eligible Improvement; and

(2) Contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of an Eligible Improvement.

SECTION 11: SPECIAL ASSESSMENT LIEN

A. Upon entering into a Special Assessment Agreement, the County shall record a Special Assessment Lien on the subject property in the real property records of the County in which the property is located.

B. The recording of the Special Assessment Lien pursuant to Subsection A of this section shall include:

(1) the legal description of the property;

(2) the County Assessor's parcel number of the property;

(3) the grantor's name, which shall be the same as the property owner on the Special Assessment Agreement;

(4) the grantee's name, which shall be the county in which the property is located;

(5) the date on which the Special Assessment Lien was created;

(6) the principal amount of the Special Assessment Lien;

(7) the terms and length of the Special Assessment Lien; and

(8) a copy of the Special Assessment Agreement.

C. A Special Assessment Lien shall be effective during the period in which the Special Assessment is imposed and shall have priority superior to all liens, claims and titles except a lien

for general ad valorem property taxes or an improvement district lien that is coequal to property taxes.

D. A Special Assessment Lien runs with the land, and that portion of the Special Assessment Lien that has not yet become due is not accelerated or eliminated by foreclosure of the Special Assessment Lien or any lien for taxes or assessments imposed by the state, a local government or taxing district against the property on which the Special Assessment Lien is imposed.

E. Upon entering into a Special Assessment Agreement, the County shall execute and record a Special Assessment Assignable Certificate from the County to the appropriate Capital Provider. The Special Assessment Assignable Certificate shall convey the Special Assessment Lien including all the characteristics described in Section 8(C) and (D).

F. When the underlying Special Assessment Financing has been satisfied, the Special Assessment shall be removed from the property and the County shall record a release of the Special Assessment Lien.

SECTION 12: APPLICATION AND REVIEW

A. Property Owner and Capital Provider shall complete a Project Application and submit it to the Program Administrator for review.

B. The Project Application shall require:

(1) for an existing Eligible Property:

(a) where Energy Efficiency Improvements, Water Conservation Improvements or Renewable Energy Improvements are proposed, certification by a licensed professional engineer or other professional listed in the Program Guidebook stating the proposed Eligible Improvements will either result in more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, the reduction in demand for electricity or natural gas, or the addition of renewable sources of energy or water; or

(b) where Resiliency Improvements are proposed, certification by a licensed professional engineer stating the qualified improvements will result in improved resilience;

(2) for construction of a new Eligible Property, certification by a licensed professional engineer stating that the proposed Eligible Improvements will enable the property to exceed the energy efficiency, water conservation, renewable energy, renewable water or resilience requirements of the applicable building code, or the proposed Eligible Improvements will enable the property to reduce demand for electricity or natural gas compared to the requirements of the applicable building code;

(3) certification that the Property Owner requesting the proposed Eligible Improvements is the owner of record of the property on which the Special Assessment will be imposed and that there are no delinquent taxes or assessments on the property;

(4) the name of the Capital Provider providing the Special Assessment Financing and the proposed terms of the Special Assessment Financing Agreement, including:

(a) the Special Assessment Financing amount;

(b) the interest rate;

(c) administrative fees paid to the County and the Program Administrator;

(d) a schedule of the installments of the Special Assessment;

(e) the number of years the Special Assessment shall be imposed on the property;

(f) delinquent interest or penalties; and

(g) the conditions by which the property owner may prepay and permanently satisfy the debt owed pursuant to the Special Assessment Financing Agreement and remove the Special Assessment Lien from the property; and

(5) written consent from any holder of a lien, mortgage, or security interest in the real property that the property may participate in the Program and that the Special Assessment Lien shall have priority superior to all liens, claims and titles except a lien for general ad valorem property taxes or an improvement district lien that is coequal to property taxes.

C. The Program Administrator shall review the Project Application according to the Application Checklist solely to determine whether it is complete, proposes an Eligible Improvement, contains no errors on its face, and that all information is provided in the substance

and form required by the Application Checklist. If so, the Program Administrator shall sign the Application Checklist indicating that the Project Application is deemed approved. If a Project Application is incomplete and/or does not conform to the requirements of the Application Checklist, the Program Administrator shall inform the applicant as soon as practicable that the Project Application is denied, the reasons for the denial, and any corrections that could make the application acceptable. If feasible, the applicant shall have an opportunity to correct the Project Application.

D. Upon approval of a Project Application, a property owner or Capital Provider shall provide the following completed forms to the Santa Fe County Economic Development Office for execution at least five days prior to close of the Improvement Special Assessment transaction, along with a requested date for recordation of the Special Assessment Agreement, Notice of Special Assessment Lien, and Special Assessment Assignable Certificate. Expedited service may be available for a fee to be determined by the Santa Fe County Economic Development Office.

E. For a property owner and Capital Provider whose Project Application is denied by the Program Administrator, either party, or both, may request an adjudicative proceeding before the County's adjudicative body, consistent with the County's rules and subject to the applicable provisions of the New Mexico Administrative Procedures Act, NMSA 1978, Sections 12-8-1, *et seq.*

SECTION 13: PROGRAM GUIDEBOOK.

A. The Improvement Special Assessment Program shall be administered in accordance with the requirements contained in the Program Guidebook, adopted and incorporated herein as Exhibit A. The Program Guidebook shall include:

(1) A Project Application form, to be used by the property owner and Capital Provider.

(2) A form Special Assessment Agreement.

(3) A form of Special Assessment Lien.

(4) A form Special Assessment Assignable Certificate.

(5) A statement that the period of the Special Assessment Financing Agreement will not exceed 30 years.

(6) A description of the application and review process established under Section 9 of this Ordinance.

(7) A statement explaining the lender consent requirement under Section 9 of this Ordinance.

(8) A statement explaining the engineer certification requirement under Section 9 of this Ordinance.

(9) A statement that neither the County, its governing body, executives, or employees are personally liable as a result of exercising any rights or responsibilities granted under this Ordinance, especially and including all actions related to, or arising from, administering the Program.

B. The Program Guidebook and forms may be updated by the Program Administrator without approval by the Board of Commissioners, so long as it complies with this Ordinance and the Act.

SECTION 14: BILLING, COLLECTION AND ENFORCEMENT

A. The holder of the Special Assessment Assignable Certificate shall be solely responsible for the billing and collection of the related Special Assessment and for the enforcement of the Special Assessment Lien.

B. The holder of the Special Assessment Assignable Certificate shall bill a Special Assessment imposed pursuant to a Special Assessment Agreement through a stand-alone bill for the property subject to the Special Assessment and shall collect the Special Assessment at the times described in the Special Assessment Agreement and as provided for in this Ordinance.

C. Delinquent payments due on a Special Assessment incur interest and penalties as specified in the Special Assessment Agreement.

D. Delinquent payments due on a Special Assessment shall be enforced in the event of a nonpayment of the Special Assessment installment thereto. Delinquent payments due on a Special Assessment have the effect of a mortgage and shall be foreclosed and sold in the manner provided by law for the foreclosure of mortgages on real estate. The holder of a Special Assessment Assignable Certificate may institute proceedings to foreclose the Special Assessment Lien against the property that is delinquent in the payment of the Special Assessment or installment of a Special Assessment for a period of more than one year.

E. The Capital Provider may sell or assign, for consideration, any and all Special Assessment Liens received from the County. The Capital Provider or its assignee shall have and

possess the same powers and rights at law or in equity to enforce the Special Assessment Lien in the same manner as described in paragraph D of this section.

SECTION 15: FEES.

Subject to approval of an application by a Property Owner and a Capital Provider, and upon recordation of documents for an Improvement Special Assessment transaction, the Property Owner or the Capital Provider, as agreed upon between them, shall pay a fee (as outlined in the Program Guidebook) directly to the Program Administrator to reflect the reasonable costs of the Program Administrator to provide administrative services for the Program and to make the costs of the Program cost-neutral.

SECTION 16: ENACTMENT.

The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof. All Ordinances, orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed upon the effectiveness of this Ordinance. No provision of the Santa Fe County ordinances or violation of any provision of such ordinances shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the security for or payment of the instruments authorized by this Ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of Santa Fe County ordinances in the event and to the extent of a conflict between this Ordinance and the Act, the Act shall govern.

SECTION 17: NO LIABILITY. NO PUBLIC FUNDS.

A. Notwithstanding anything contained in this Ordinance, neither the County's property, its full faith and credit nor its taxing power shall be pledged to the payment of any obligation or indebtedness under this Program. The amount and structure of debt of under this Program shall not have any direct negative material impact on the County's debt ratings with Standard & Poor's Corporation, Moody's Investors Services, Inc., Fitch Investor Services, Inc. or

any other nationally recognized bond-rating agency service then rating the County's outstanding bonds.

B. This Ordinance does not confer any right of action nor property interest upon any party to an Improvement Special Assessment transaction against the County, and the County shall incur no liability for enacting this Program, nor shall the County, its governing body, executives, or employees be personally liable as a result of exercising any rights or responsibilities granted under this Ordinance.

C. The Special Assessment Agreement shall specify that the County: (1) is not liable in any way for the debt of the property owner; (2) is not a third-party obligor; (3) is not pledging or lending its credit to the property owner or the Capital Provider within the meaning of any provision or limitation of the New Mexico Constitution, statutes of the State of New Mexico or any County ordinance; and shall require the Property Owner to indemnify the County and their agents and employees and hold harmless the County and their agents, officers and for, from and against any and all liabilities, claims, costs, and expenses, including attorneys' fees, demands, losses and liabilities to or by third parties, arising from or related to the processing of the Project Application, administration of this program, or the levying of any tax, assessment, or special levy or charge related to the Program.

SECTION 18: REPEAL.

Resolution No. 2009-127, Authorizing and Requesting the County Treasurer and County Assessor to Take Necessary Action in Connection with Requests By Owner of Real Property Within the County for the Imposition, Administration and Disbursement Of Solar Energy Improvement Special Assessments Pursuant to the Solar Energy Improvement Special Assessment Act, is hereby repealed in its entirety.

SECTION 19: EFFECTIVE DATE.

In accordance with NMSA 1978, Section 4-37-9(C), the Board of County Commissioners hereby declares that is necessary for the public peace, health, and safety that this Ordinance take effect immediately; therefore, this Ordinance shall take effect immediately when the Ordinance is authenticated and recorded by the County Clerk.

PASSED, APPROVED AND ADOPTED ON THIS 13th DAY OF Sept, 2024.

SANTA FE COUNTY
THE BOARD OF COUNTY COMMISSIONERS

By: Hank Hughes
Hank Hughes, Chair

ATTEST:
Katharine E. Clark
Santa Fe County Clerk

Approved as to Form:

Michael Nunez for
Jeff Young
Santa Fe County Attorney

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC ORDINANCE
PAGES: 28

I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of September, 2024 at 01:59:06 PM And Was Duly Recorded as Instrument # 2041775 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy _____ County Clerk, Santa Fe, NM

PROGRAM GUIDEBOOK: IMPROVEMENT SPECIAL ASSESSMENT PROGRAM

Santa Fe County, New Mexico

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I. Introduction

1. About Improvement Special Assessments

Adelante Consulting, Inc. (the "Program Administrator") administers an Improvement Special Assessment program (the "Improvement Special Assessment Program" or the "Program") under Section 4-55D of the New Mexico Statutes Annotated ("NMSA") (the "Improvement Special Assessment Act"). The Improvement Special Assessment Program allows owners of eligible commercial property to obtain long-term financing from private capital providers for certain eligible improvements. While the financing is repaid to the Capital Provider, the Improvement Special Assessment Act directs the County to place a voluntary special assessment and record a special assessment lien (the "Improvement Special Assessment Lien") on the property. This approach to financing has been used by programs like the Improvement Special Assessment Program on thousands of properties in more than 31 states and the District of Columbia.

The New Mexico Legislature passed the Improvement Special Assessment Act enabling legislation, HB 228, in March 2023. This legislation allows counties to establish Improvement Special Assessment Programs. Improvement Special Assessments allow property owners to access financing for eligible energy efficiency, renewable energy, water conservation, and resiliency improvements for qualifying buildings. Improvements made to reduce lead in drinking water also qualify as eligible improvements.

Individual counties may now take action to opt into the statewide program. Creating a county Improvement Special Assessment Program is simple: One, a county adopts an ordinance and guidebook that govern how its Improvement Special Assessment Program works; and two, Adelante Consulting, Inc. (the Program Administrator) reviews the special assessment lien application for compliance with the Improvement Special Assessment state law, and then records the agreement that acknowledges the special assessment by the county.

In New Mexico, Improvement Special Assessment financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions qualify, provided that the improvements also conserve energy or result in renewable energy improvements. A voluntary Improvement Special Assessment is secured by a special assessment lien on the property and paid back over time; tax liens and other government assessments remain superior to the Improvement Special Assessment lien. Like other assessments, Improvement Special Assessment financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of whomever owns the property at the time. The Improvement Special Assessment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of eligible improvements over the useful life of the measures.

The Program exists as a function of New Mexico's Improvement Special Assessment legislation and the rules established by the County. No change in the Program or in New Mexico's Improvement Special Assessment legislation will affect a property owner's obligations to pay Improvement Special Assessments incurred under the Program prior to such changes.

2. NM Improvement Special Assessment Program Guidebook

This Guidebook was developed to help counties launch Improvement Special Assessment programs. The Guidebook and form documents are available at no cost to counties to use and adopt. A major benefit to using a ready-made and legally reviewed program is that it allows counties, property owners, contractors, and capital

providers to follow a standard set of rules. This is critical in attracting the broadest capital investment to Improvement Special Assessment projects.

In this document you can find information about:

- Statutory and programmatic eligibility requirements for eligible properties and projects in New Mexico and Santa Fe County
- Process for applying for Improvement Special Assessment project approval

II. Benefits of Improvement Special Assessments

Improvement Special Assessments offer benefits to building owners, developers, municipalities, mortgage holders, and building professionals.

For Building Owners and Developers: One of the biggest barriers to converting potential projects to completed projects for efficiency and resiliency upgrades are the up-front cost of the types of measures identified in the statute as eligible improvements. Improvement Special Assessment financing typically requires little up-front investment, and eligible improvements may also increase property value. Energy efficiency measures also lower operating costs. In addition, Improvement Special Assessment financing has the following benefits:

- **Up to 100%, long-term financing**. Many owners lack the capital to complete efficiency and resiliency improvements. All direct and indirect costs incidental to the eligible improvements can be wrapped into Improvement Special Assessment financing.

- **Transferrable upon sale**. Some owners may want to sell the building before the special assessment is repaid. The special assessment lien and special assessment are attached to the property and transfer to the new owner.

- **Cash flow benefits**. Improvement Special Assessment financing may be repaid over the useful life of the improvements.

- **Triple-net and Full-net leases may allow pass-through of assessment installments to tenants**. Under triple/full net leases, special assessment payments can be passed along to tenants, who also typically derive benefit from any energy savings through reduced operating costs.

For Energy Auditors, Architects, Building Engineers, and Contractors: More substantial efficiency and resiliency improvements are now more affordable with Improvement Special Assessment. Energy auditors, architects, engineers, and contractors can suggest special assessment financing as a way for their clients to implement needed energy or resiliency upgrades that might otherwise be unaffordable. Improvement Special Assessments are a powerful business growth catalyst for building professionals like energy auditors and contractors.

For Counties: Improvement Special Assessments are an economic development tool. By making it more affordable for building owners to make major improvements to their buildings, local building stock value is enhanced, and more jobs are created. Energy and resiliency upgrades create a more competitive environment for retaining and attracting new businesses by lowering energy costs and improving the structural soundness of buildings. Upgraded buildings can generate higher property tax payments for the county. Energy upgrades also typically reduce greenhouse gases and other pollutants, which facilitates adherence to county or state climate action plans or goals.

For Existing Lien Holders: Eligible improvements can enhance property value and improve a building's longevity. In addition, special assessment financing is non-accelerating, meaning only current or past due annual payments can be collected. Existing mortgage holders may see their collateral improved without substantial increase in credit risk. Improvement Special Assessment financing is not permitted without the consent of all existing lien holders on the property.

III. Improvement Special Assessment Financing Program Rules

The purpose of this Program Guidebook is to provide standard guidelines for counties to use in establishing efficient and effective Improvement Special Assessment programs that are consistent from county-to-county across New Mexico.

This Program Guidebook (the "Guidebook") is prepared at the direction of the County, as required by the Improvement Special Assessment Act. The Guidebook is approved in connection with, and as an attachment to, the enabling ordinance for this program (the "Improvement Special Assessment Ordinance") dated _____. Capitalized terms used herein, but not defined herein, have the meaning given to such terms in the Improvement Special Assessment Ordinance.

The Guidebook establishes guidelines, eligibility, approval criteria, and an application form for the administration of the Improvement Special Assessment Program. The Improvement Special Assessment Program enables special assessment financing for commercial property owners ("Property Owners") to make certain energy efficiency, renewable energy, water conservation, and resiliency improvements (each, a "Qualified Improvement") as described in the Improvement Special Assessment Act and further clarified in this Guidebook.

Eligible Improvements, including all eligible costs that are to be financed as described in a project application (the "Project Application") approved by the Program, constitute an "Eligible Improvement." Property Owners may receive funding for their Eligible Improvements only from qualified private investors ("Capital Providers") pursuant to a separate special assessment financing agreement negotiated between the Property Owner and Capital Provider (a "Special Assessment Financing Agreement").

In these guidelines, a reader can find information about:

- Statutory and programmatic eligibility requirements for Improvement Special Assessment project financing in New Mexico, and
- The appropriate steps and forms needed for a County or Program Administrator to receive and process an Improvement Special Assessment project application.

1. Establishment of Improvement Special Assessment Program Boundaries

The County adopted Ordinance number _____ on _____, establishing the Improvement Special Assessment Program for all eligible properties within the boundaries of the County, but outside the limits of any municipality (the "Region"). In accordance with the Act, the Program may be available within the limits of a municipality if the municipality adopts a resolution or ordinance approving the application of the County's ordinance within the municipality.

2. Administration of Program; Authorized Officials

Adelante Consulting, Inc. is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. Adelante Consulting, Inc. will support the County to execute the Assessment Agreement, Notice of Special Assessment Lien, and Assignment of Notice of Special Assessment Lien documents. The County will record them with the real property records.

As part of Program operation, Adelante Consulting, Inc. (the Program Administrator) will:

- Accept Project Applications (refer to the Project Application Form) from Property Owners and Capital Providers for prospective Improvement Special Assessment projects.
- Review the Project Application to determine conformance with the Application Form (refer to the

Project Application Form).

- Approve/conditionally approve/deny the Project Application and communicate to the applicant.
- Support the County to execute the Assessment Agreement, Notice of Special Assessment Interest and Lien ("Notice of Assessment Interest"), and Assignment of Notice of Special Assessment Interest and Assessment Agreement ("Assignment").
- Provide the County and involved Municipalities with semi-annual reports on projects in their jurisdiction.

3. Eligibility Requirements

Eligible Property means any privately-owned commercial, agricultural, industrial, or multi-family real property of five (5) or more dwelling units located within the boundaries of the Region (including properties owned by a not-for-profit organization).

Ground leases on Eligible Property are permitted, so long as all requirements of the Improvement Special Assessment Ordinance are met, including requiring the Property Owner to enter into an Assessment Agreement. On ground-leased property, therefore, the special assessment and Special Assessment Lien encumber the fee interest in the property, not the ground leasehold.

Property Owner means an owner of eligible property, which is the record owner of title to the Eligible Property. The Property Owner may be any type of business, corporation, individual, or non-profit organization.

Eligible Improvements means a permanent improvement affixed to the real property that must meet at least one of these criteria:

- Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption or allow for the reduction in demand or reduce greenhouse gas emissions ("Energy Efficiency Improvement");

- Support the production of clean, renewable energy, including but not limited to a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature ("Renewable Energy Improvement");

- Decrease water consumption or demand and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption, allow for the reduction in demand, or reduce or eliminate lead from water which may be used for drinking or cooking ("Water Conservation Improvement"); or

- Increase resilience, including but not limited to flood mitigation, stormwater management, wildfire and wind resistance, energy storage, and microgrids ("Resiliency Improvement").

Eligible Improvements include the following:

- The acquisition, construction (including new construction), lease, installation, or modification of a Qualified Improvement permanently affixed to an Eligible Property.

- For Renewable Energy Improvements, "permanently affixed" includes Eligible Improvements that are subject to a power purchase agreement or lease between the Property Owner/applicant and the owner of the subject renewable energy system, if the power purchase agreement or lease contains all of the following provisions:

a) The Renewable Energy Improvement relates to a Renewable Resource, defined as follows: (a) water; (b) wind; (c) solar energy; (d) geothermal energy; (e) renewable natural gas; (f) renewable hydrogen; (g) wave, ocean, or tidal power; (h) biodiesel fuel that is not derived from crops raised on land cleared from old growth or first-growth forests; or (i) biomass energy.
b) The term of the power purchase agreement or lease is at least as long as the term of the related Assessment Agreement.
c) The owner of the Renewable Energy Improvement agrees to install, maintain, and monitor the system for the entire term of the Assessment Agreement.
d) Neither the owner of the Renewable Energy Improvement, nor the Property Owner, nor any successors in interest are permitted to remove the system prior to completion of the full repayment of the Special Assessment and Special Assessment Lien.
e) After installation, the power purchase agreement or lease is paid, either partially or in full, using the funds from the Special Assessment financing.
f) The power purchase agreement or lease specifies the holder of the Special Assessment Lien is a third-party beneficiary of the power purchase agreement or lease until the Special Assessment Lien has been fully repaid.

- Eligible Improvements include the refinancing of existing properties that have had Eligible Improvements installed and completed for no more than three (3) years or thirty-six (36) months prior to the date of Project Application.

- Examples of Eligible Improvements include, but are not limited to:
  - A like-for-like roof associated with installing a roof-mounted solar photovoltaic array;
  - Asbestos abatement associated with a boiler retrofit;
  - New pads to support new plant equipment, such as a new chiller;
  - Replacement of ductwork and terminal boxes related to a packaged rooftop unit replacement;
  - Relocation of equipment associated with the installation of energy-saving measures, such as relocating a packaged rooftop unit to serve redistributed loads within a building better;
  - Rerouting of a fire sprinkler system to accommodate a new HVAC system upgrade;
  - Electrical upgrades associated with a new solar photovoltaic system, energy efficiency, or suitable measures, and electric vehicle charging;
  - Any utility infrastructure cost associated with electrical upgrades;
  - Existing Carport structures that support a solar photovoltaic array;
  - Demolition of an existing parking lot and installation of a new parking lot to allow for the installation of a bore field associated with a new ground source heat pump system;
  - Resurface or repaving of parking lots if solar photovoltaic carports are specified for new builds or installed on retrofits;
  - General construction costs required for the suitable measure;
  - Renewable energy improvements that are part of a community solar garden;
  - High efficiency electric appliances such as heat pumps and heat pump water heaters.

Capital Provider may be any of the following:
- a corporation, partnership, or other legal entity that provides proof that it is currently registered as a Improvement Special Assessment Capital Provider in two different states with C-PACE programs;
- a federal or state-chartered bank or credit union; or

- a private entity, whose principal place of business is located in New Mexico, provided it is licensed or permitted to do business within the state and can produce its most recent audited financial statement or regulatory business filing.

Qualifying costs that can be Improvement Special Assessment financed include:

- Materials and labor necessary for installation or modification of a Qualified Improvement;
- Permit fees;
- Inspection fees;
- Financing or origination fees;
- Program application and administrative fees;
- Project development, architectural and engineering fees;
- Third-party review fees, including verification review fees;
- Capitalized interest;
- Interest reserves;
- Escrow for prepaid property taxes and insurance;
- Any other fees or costs that may be incurred by the Property Owner incident to the installation, modification, or improvement on a specific or pro rata basis.

4. Application Process

The New Mexico Improvement Special Assessment Act reduces the administrative burden on participating counties as much as possible. Thus, Adelante Consulting, Inc. will review the Project Application for proof of compliance with the requirements of the statute. All applicants are encouraged to review the Project Application Form to ensure that the information the Program Administrator will rely upon to verify compliance with the statute are present in the completed Application.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect due diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the Special Assessment Financing terms.

The general flow of the Improvement Special Assessment application process will be as follows:

(1) The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Form and all supporting documents. Applicants are encouraged to review the Project Application Form to confirm that the types of information that the Program Administrator will rely upon to verify compliance with the Improvement Special Assessment Act and Improvement Special Assessment Ordinance are present in the completed Project Application.

(2) Adelante Consulting, Inc. (the Program Administrator) will have 10 business days to review and approve the Project Application. If the Program Administrator has received an unusually high number of applications, or if review is delayed because of a *force majeure* event, the Program Administrator may notify the applicant that the application review and approval will be delayed by no more than 10 additional business days.

(3) The application review process is confined to confirming that the Project Application is complete, and all attachments conform to these guidelines. ***Program Administrator approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Eligible Improvements.*** Adelante Consulting, Inc. (the Program Administrator) will review the Project Application for proof of compliance with the requirements of the Improvement Special Assessment Act and Improvement Special

Assessment Ordinance. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items were not provided or are insufficient or inaccurate on their face. If the Project Application and supporting documents comply with the Project Application Form, the Project Application will be approved, and the approval communicated in writing to the applicant.

(4) The Project Application may be conditionally approved if the application is complete but the attachment regarding consent of all lienholders on the property is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below.

(5) Once the application is approved, the Capital Provider will draft the following Closing Documents: The Assessment Agreement, the Notice of Special Assessment Interest and Special Assessment Lien, and the Assignment of the Notice of Special Assessment and Assessment Agreement. At or before closing, at the request of the applicant, the designated and authorized official will execute the Closing Documents.

(6) If the Project Application received conditional approval, the Closing Documents executed by the Program Administrator may not be released from escrow unless and until all lien holder consents have been received and executed in accordance with the Improvement Special Assessment Act and Improvement Special Assessment Ordinance.

(7) At closing, the County will record the Assessment Agreement, the Notice of Special Assessment Interest and Special Assessment Lien, and the Assignment of the Notice of Special Assessment Interest and Special Assessment Lien. At the election of the applicant, the County may delegate the recording of the Closing Documents to the applicant or their designee(s).

(8) Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Special Assessment Financing Agreement.

(9) The Capital Provider will send the Property Owner a separate bill to collect the Special Assessment installment amounts, as outlined in the Assessment Agreement and in accordance with the Special Assessment Financing Agreement.

(10) The Property Owner begins making assessment payments per the Assessment Agreement and in accordance with the Special Assessment Financing Agreement

5. Application Documents

The Project Application must be submitted with the following documents appended:

- Project Application Form
- Lienholder(s) Consent
- Certificate of Eligible Improvements

(1) <u>For Renewable Energy Improvements or Energy Efficiency Improvements on an existing building</u>: A certification stating that (a) the proposed Eligible Improvements will result either in more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water; or (b) the subject property as a whole prior to the installation of the Eligible Improvements does not conform to the meeting the current

building energy or water code for the County, but will do so after the Eligible Improvements are installed.

The certification must be performed by a licensed professional engineer or an individual or firm accredited by one of the following:

- American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)
  - Building Energy Assessment Professional (BEAP)
  - Building Energy Modeling Professional (BEMP)
  - Operations & Performance Management Professional Certification (OPMP)
  - High-Performance Building Design Professional Certification (HBDP)
- North American Board of Certified Energy Practitioners (NABCEP)
  - PV Installation Professional (PVIP)
  - PV Design Specialist (PVDS)
- Association of Energy Engineers (AEE)
  - Certified Energy Manager (CEM)
  - Certified Measurement and Verification Professional (CMVP)
  - Certified Energy Auditor (CEA)
- Building Performance Institute
  - Energy Auditor
- Investor Confidence Project
  - ICP Quality Assurance Assessor

Other professional qualifications may be accepted by the Program Administrator at its discretion.

(2) For Renewable Energy Improvements that are solar photovoltaics, a North American Board of Certified Energy Practitioners (NABCEP) PV Installation Professional (PVIP), or PV design specialist (PVDS) certification is acceptable, or a licensed Electrical Engineer, Building Energy Assessment Professional (BEAP), Building Energy Modeling Professional (BEMP), Certified Energy Manager (CEM), Certified Measurement and Verification Professional (CMVP), or Certified Energy Auditor (CEA). Other professional qualifications may be accepted by the Program Administrator at its discretion.

(3) For lead reduction in water improvements, a Water Quality Association Professional Certification.

(4) For Resilience Improvements on an existing building: Certification by a licensed professional engineer, or a North American Board of Certified Energy Practitioners (NABCEP) PVIP Installation Professional stating that the Qualified Improvements will result in improved resilience, including but not limited to flood mitigation, stormwater management, wildfire and wind resistance, energy storage, and microgrids.

(5) For new construction:
(A) Relating to energy or water efficiency, certification by a North American Board of Certified Energy Practitioners (NABCEP) PVIP Installation Professional, or a licensed professional engineer stating that each proposed Eligible Improvement will enable the subject property to exceed the energy efficiency, water efficiency, or renewable energy code requirements.

(B) Relating to resilience, certification by a licensed professional Civil Engineer that the proposed Eligible Improvements will enable the subject property to exceed the resiliency requirements of the current building code.

(6) For all Eligible Improvements, the licensed engineer, individual or firm providing the certification of eligibility of the Eligible Improvements must attest that the proposed term of the financing does not exceed the weighted average effective useful life of the proposed Eligible Improvements and that the Eligible Improvements are permanently affixed, as described in this Guidebook.

The application shall also include:

(7) the name of the capital provider providing the special assessment financing and the proposed terms of the special assessment financing agreement, including:

(a) the special assessment financing amount;
(b) the interest rate;
(c) administrative fees paid to the Program Administrator (Adelante Consulting, Inc);
(d) a schedule of the installments of the special assessment;
(e) the number of years the special assessment shall be imposed on the property;
(f) delinquent interest or penalties; and
(g) the conditions by which the property owner may prepay and permanently satisfy the debt owed pursuant to the special assessment financing agreement and remove the special assessment lien from the property; and

Prior to the County entering into a special assessment agreement, it shall receive the Program Administrator's certification that the proposed eligible improvements, eligible property and property owner qualify for financing pursuant to the program.

6. Closing Documents

The following documents require the signature of the County and shall be part of the closing of any Improvement Special Assessment transaction. Each document must be substantially similar in substance to the forms provided, although it is expected that Property Owners and Capital Providers will negotiate variations tailored to their specific projects.

- Assessment Agreement (form on the program website)
- Notice of Special Assessment Interest and Improvement Special Assessment Lien (form on the program website)
- Certificate of Assignment of Notice of Special Assessment Lien (form on the program website)

7. Interest Rates

Interest rates are negotiated in a Special Assessment Financing Agreement between the Property Owner and the Capital Provider. A County or a Program Administrator has no role in reviewing, setting, or opining on such interest rates or other aspects of the Special Assessment Financing Agreement. Market forces – such as competition, the intended use of the property, potential risk –will affect the terms negotiated by the Property Owners and Capital Providers.

8. Billing and Collection of Assessments

Billing, collection, and enforcement of delinquent Improvement Special Assessment Liens or Improvement Special Assessment financing installment payments, including foreclosure, are the responsibility of the Capital Provider.

9. Enforcement of Improvement Special Assessment Lien

The Improvement Special Assessment Special Assessment Lien may be enforced by the Capital Provider one year from the date of delinquency in the same manner as the collection of real estate mortgages, by prosecution of foreclosure proceedings under New Mexico common law and sale under foreclosure under NMSA 1978, Sections 39-5-1 *et seq.* Prior to the enforcement of any delinquency, the Capital Provider must provide written notification to all lien holders on the property.

By accepting Special Assessment Lien, the Capital Provider, or its assignee, as applicable, agrees to assume responsibility for prosecution of said action of foreclosure pursuant to New Mexico law, independent of and without assistance or consent from the prosecuting attorney, in accordance with the terms of the Special Assessment Financing Agreement.

10. Program Fee

Adelante Consulting, Inc. (the Program Administrator), as compensation for time and costs incurred in the establishment of the Improvement Special Assessment Program, including the Improvement Special Assessment Ordinance, this Guidebook, the draft documents, as well as for reviewing a Project Application for completeness and executing the Assessment Agreement, Special Assessment Lien, and Assignment, is entitled to a fee as outlined in the table below. The Property Owner must pay this fee directly to Adelante Consulting, Inc. (the Program Administrator) at the closing of the transaction between the Property Owner and the Capital Provider, and such payment is a condition precedent to recording by the County.

Based on the above description, Adelante Consulting Inc. (the Program Administrator) will be entitled to the following administrative fee, dependent on the total project costs.

Total Project Costs	Fee Structure	Adelante Fee
$2,499,999 and under	Percentage	1%
$2,500,000 and above	Flat fee	$25,000

11. Term of a Special Assessment; Calculation of Useful Life of Eligible Improvements

The term of a Special Assessment may not exceed the useful life of the Eligible Improvement or if more than one Eligible Improvement is included in the Qualified Project, weighted average life of all Eligible Improvements. In no case shall the term of the financing exceed thirty years.

12. Form of Closing Documents

The Program has adopted form Closing Documents: The Assessment Agreements, Notice of Special Assessment Interest and Special Assessment Lien, and Assignment of Notice of Special Assessments Interest and Assessment Agreement. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

13. Written Consent from Lienholder(s) Required

Before entering into an Assessment Agreement with the County, the Capital Provider must obtain, and the Project Applications must show proof of, written consent for the placement of the special assessment and Special Assessment Lien from any holder of a lien, mortgage, or security interest in the real property.

For qualifying multifamily projects (residential projects of five or more dwelling units), the Capital Provider must obtain written consent from any holder of affordable housing covenants, restrictions, or regulatory agreements encumbering the real property as a condition precedent to the participation in the Program by the property.

If the consents are executed at closing, the signatures of the County to the Closing Documents will be held in escrow and will not be released until the consents are obtained. After closing, at the election of the Program Administrator, an amended Project Application with the consents attached must be sent to the Program Administrator. Capital Providers are responsible for providing their own form of consent that conforms to the Improvement Special Assessment Ordinance and Improvement Special Assessment Act.

14. County Has No Liability or Financial Responsibility

Neither the County, its governing body, executives, or employees are personally liable as a result of exercising any rights or responsibilities granted under this Program. The County shall not pledge, offer, or encumber its full faith and credit for any lien amount under the Improvement Special Assessment program. No public funds may be used to repay any Improvement Special Assessment financing obligation.

15. Program Reporting

Adelante Consulting, Inc. (the Program Administrator) will prepare a report for the County no less than semi-annually with the following information regarding the loan portfolio of C-PACE financings completed within the County:

1) Types and amounts of eligible improvements financed;
2) Locations of projects;
3) Number of loans outstanding;
4) Overall aggregate dollar amount outstanding under such loans;
5) Average initial Loan Amount;
6) Number of loans with delinquent assessment payments; and
7) Number of loans foreclosed upon to date and the number of pending foreclosures

FIR No. 10619

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Enabling the Improvement Special Assessment Program to Operate in the City

Sponsor(s): Mayor Alan Webber and Councilor Jamie Cassutt

Reviewing Department(s): Community Development Department **(**Economic Development)

Staff Completing FIR: Johanna Nelson, Economic Development Director; Casey Dalbor, Economic Development Associate **Date:** 9/20/2024

Phone: Johanna Nelson: (505) 699-7003 Casey Dalbor: (505) 955-6912

Reviewed by City Attorney: _____ **Date:** Nov 19, 2024

Reviewed by Finance Director: Emily K. Oster **Date:** Nov 20, 2024

Summary:
The proposed Resolution would allow Santa Fe County's Improvement Special Assessment Program" ("Program") to operate within the city as part of New Mexico's Improvement Special Assessment Act. Santa Fe County recently adopted the Program in Ordinance Number 2024-8, pursuant to State statute NMSA 1987, Sections 4-55D-1 to -10. The Program provides an alternative source of financing for improvements to privately-owned commercial, agricultural, industrial property (and the buildings that exist on those properties) or any multi-family property of five or more dwelling units. The Program provides a mechanism for long-term financing provided by private capital providers for the direct and indirect costs related to reducing energy or water consumption, generating renewable energy, or building resiliency.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then property owners within the city would not be able to benefit from the County's Program and will miss opportunities to grow and expand energy efficiency.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Santa Fe County Ordinance No. 2024-8 established the County's Improvement Special Assessment Program on September 13, 2024.

Performance and Administrative Implications:
The County's Improvement Special Assessment Program could potentially decrease water consumption and improve energy efficiency for commercial properties in the city.

Fiscal Implications:

None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Johanna Nelson (Nov 20, 2024 13:31 MST)

Email: jcnelson@santafenm.gov

Signature: Casey Dalbor

Email: cjdalbor@santafenm.gov