



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
APRIL 12, 2021 5:00 PM
ATTEND VIRTUALLY

AMENDED AGENDA FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State’s declaration of a Public Health Emergency, the Mayor’s Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Public Works and Utilities Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe’s YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/98678634708?pwd=RVRPK2djQUI6aTI2dWEreWQ5V0d0dz09>

Passcode: 427500

Attendees should use the “Raise Hand” function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 253 215 8782 - Webinar ID: 986 7863 4708 - Passcode: 427500**

Phone attendees should press *9 to use the “Raise Hand” function to be recognized by the Chair to speak at the appropriate time.

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

Public Comment: To provide live public comment during the *Public Comment* section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link:: <https://santafenm-gov.zoom.us/j/98678634708?pwd=RVRPK2djQUI6aTI2dWEreWQ5V0d0dz09>

Passcode: 427500

Attendees should use the “Raise Hand” function to be recognized by the Chairman to speak at the appropriate time.



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Phone attendees should press *9 to use the “Raise Hand” function to be recognized by the Chairman to speak at the appropriate time.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from the March 29, 2021 Public Works and Utilities Committee
6. **PUBLIC COMMENT**
 - a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.
7. **PRESENTATION/INFORMATIONAL ITEMS**
 - a. Public Utilities Update on Quarterly Employee Trainings. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4642)
8. **ACTION ITEMS: CONSENT**
 - a. Request Approval of Budget Amendment Resolution (BAR) for Allocation of Impact Fees for Construction of CIP #868A – Montezuma Avenue and Sandoval Street Intersection Improvements in the Amount of \$750,000. (Thomas Graham, PW Project Administrator, tmgraham@santafenm.gov, 955-6654)



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COMMITTEE REVIEW:

Finance Committee: 04/05/2021
Public Works & Utilities Committee: 04/12/2021
Governing Body: 04/14/2021

- b. CONSIDERATION OF BILL NO. 2021-8: An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987, Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell) (Erin K. McSherry, City Attorney: ekmcsberry@santafenm.gov, 955-6961)

COMMITTEE REVIEW:

Introduced: 3/22/21 (Finance Committee)
Public Works and Utilities Committee: 3/29/21
Governing Body (request to publish): 3/31/21
Finance Committee: 4/5/21
Public Works and Utilities Committee: 4/12/21
Governing Body (public hearing): 4/28/21

- c. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)
A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Introduced: 3/31/21
Public Works and Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 4/12/21



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Quality of Life Committee: 4/21/21
Governing Body: 4/28/21

- d. CONSIDERATION OF BILL NO. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define “Taxable Premises” Consistently with State Statute and to Add a Definition for “Permanent Resident”; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the Thirty-First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Introduced: 2/11/21
Public Works and Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 04/12/21
Governing Body (Public Hearing): 04/28/21

- e. Request for Approval of a Professional Services Contract for PK Public Relations for the Water Conservation Public Relations and Public Outreach through FY 2024 in a total amount of \$254,791.27. (Andrew Erdmann, Water Conservation Specialist, paerdmann@santafenm.gov, 955-4223)

Committee Review:

Public Works and Utilities Committee: 04/12/2021
Water Conservation Committee: 04/13/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

- f. Request for the Approval of Amendment No. 5 to HDR Engineering, Inc. for the Wastewater Digester Project Engineering Construction and Design Contract for an extension of time and funding to complete the Digester Project for a period of time not to exceed the requisite time for the project



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completion and subsequent period in the total amount of \$190,579. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 04/12/2021

Finance Committee: 04/19/2021

Governing Body: 04/28/2021

- g. Request for Approval of a Budget Amendment Resolution (BAR) in the total amount of \$190,579 from Cash Balance to fund the HDR Contract Amendment No. 5. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 04/12/2021

Finance Committee: 04/19/2021

Governing Body: 04/28/2021

9. **MATTERS FROM STAFF**
10. **MATTERS FROM THE COMMITTEE**
11. **MATTERS FROM THE CHAIR**
12. **NEXT MEETING: Monday, April 26, 2021**
13. **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.



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MARCH 29, 2021 AT 5:00 PM
VIRTUAL MEETING

1. **CALL TO ORDER**

meeting started at 5:01pm

2. **ROLL CALL**

Members Present:

Councilor Chris Rivera
Councilor Michael Garcia
Councilor Roman Abeyta
Councilor Signe Lindell
Councilor JoAnne Vigil Coppler

Members Excused:

Others Attending:

Jesse Guillen, Legislative Liaison
Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Jeff Norris, Legislative Liaison Assistant
Erin McSherry, Attendee
Janice Krish, Attendee
David Chapman, Attendee
Caryn Grosse, Attendee
Mike Dozier, Attendee
Carol Romero-Wirth, Attendee
Bill Schneider, Attendee
Alexandra Ladd, Attendee
Melissa McDonald, Attendee
Rich Brown, Attendee
Randy Randall, Attendee
Robert Jorgensen, Attendee
Renee Villarreal, Attendee
Jamie Cassutt-Sanchez, Attendee
Sam Burnett, Attendee



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
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VIRTUAL MEETING

Mary McCoy, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the agenda as amended.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

a motion was made by Chairmen Councilor Rivera to move item R to the top of the agenda.

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the consent agenda as amended.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Councilor Vigil Coppler pulled items B, H, and J for discussion.

Councilor Lindell pulled items C, N, Q, and R for discussion.

Councilor Garcia pulled item P for discussion.

5. APPROVAL OF MINUTES



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MARCH 29, 2021 AT 5:00 PM
VIRTUAL MEETING

- a. Minutes from the March 8, 2021 Public Works and Utilities Committee

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the minutes as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

6. PUBLIC COMMENT

- a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.

7. PRESENTATION

8. ACTION ITEMS: CONSENT

- a. Request for Approval of Amendment No. 3 to New Mexico Department of Transportation Funding Agreement, CN S100460 (Munis Contract No. 3200847) Extending Termination Date from April 30, 2021 to September 15, 2021 for CIP 801B Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. (Romella Glorioso-Moss, Public Works Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

COMMITTEE REVIEW:

Finance Committee: 03/22/2021

Public Works & Utilities Committee: 03/29/2021

Governing Body: 03/31/2021



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MARCH 29, 2021 AT 5:00 PM
VIRTUAL MEETING

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the contract amendment as presented on consent agenda to forward to 3/31/2021 Governing Body

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- b. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of \$290,000 from General Fund Reserves to Parks Service Contracts. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840)

COMMITTEE REVIEW:

Finance Committee: 03/22/2021

Public Works & Utilities Committee: 03/29/2021

Governing Body: 03/31/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented to forward to 3/31/2021 Governing Body.

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

For: Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: Councilor Rivera

Pulled by Councilor Vigil Coppler for discussion.



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VIRTUAL MEETING

- c. Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from \$100,000 to \$500,000, with deferred amounts to be repaid from FY22 to FY24.(Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:

Public Works and Utilities Committee: 3/29/2021

Finance Committee: 04/05/2021

Governing Body: 04/14/2021

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented to forward to 4/5/2021 Finance Committee.

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

For: Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Pulled by Councilor Lindell for discussion.

- d. Request for Approval of Contract Amendment No. 1 for Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites for a Four Year Period with Intera, Inc for a Total Amount of \$156,875 (exclusive of NMGRT). (Shirlene Sitton, ESD Division Director, sesittion@santafenm.gov, 955-2209)

Committee Review:

Public Works and Utilities Committee: 03/29/2021

Finance Committee: 04/05/2021

Governing Body: 04/14/2021



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REGULAR MEETING OF
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MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the contract amendment as presented on consent agenda to forward to 4/5/2021 Finance Committee

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- e. Request Approval of Budget Amendment Resolution (BAR) to Correct FY21 Engineering Budget for Duplicate Payment to Louis Berger Group in the Amount of \$67,945.22 for the Arroyo Chamiso Crossing Project. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:

Finance Committee: 03/22/2021

Public Works & Utilities Committee: 03/29/2021

Governing Body: 03/31/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented on consent agenda to forward to 3/31/2021 Governing Body

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None



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REGULAR MEETING OF
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- f. Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for two (2) Capital Improvement Projects: Installation of an inclinometer sensor (SENSOR) and Development of a Conceptual Work Plan in the total amount of 88,536.57 (exclusive of NMGRT). (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

Committee Review:

Public Works and Utilities Committee: 03/29/21

Finance Committee: 04/05/21

Governing Body: 04/14/21

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the contract amendment as presented on consent agenda to forward to 4/5/2021 Finance Committee

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- g. Request for Approval of a Budget Adjustment Resolution (BAR) to fund Amendment No. 5 with John Shoemaker & Associates, Inc. in the total amount of \$93,683. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

Committee Review:

Public Works and Utilities Committee: 03/29/2021

Finance Committee: 04/05/2021

Governing Body: 04/14/2021



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REGULAR MEETING OF
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MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented on consent agenda to forward to 4/5/2021 Finance committee

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- h. Consideration of Memorandum of Agreement (MOA): A partnership between the Santa Fe Public Schools and the Economic Development Department to provide temporary staff. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:

Public Works and Utilities Committee: 03/29/2021

Finance Committee: 04/19/2021

Governing Body: 04/28//2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the memorandum of agreement (MOA) as presented to forward to 3/31/2021 Governing Body.

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

For: Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None



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- Pulled by Councilor Vigil Coppler for discussion.
- i. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of \$1,800,000 for FY21 to Fund Current Year Allocations from the Affordable Housing Trust Fund to the Recommended Floor of \$3 Million Per Year. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171 and Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Finance Committee: 03/22/2021

Public Works & Utilities Committee: 03/29/2021

Governing Body: 03/31/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the resolution as presented on consent agenda to forward to 3/31/2021 Governing Body

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- j. Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to increase the duration by adding 653 days, no additional funding is being requested. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/29/2021

Finance Committee: 04/05/2021

Governing Body: 04/14/2021



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MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the change order as presented to forward to 3/31/2021 Governing Body

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

For: Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Pulled by Councilor Vigil Coppler for an update on the Digester at the Wastewater Treatment Plant.

- k. Request for Approval of (3) State Capital Outlay Grant Agreements; (David Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
- 1) Project # 20-E2735 for Electric Vehicles & Charging Stations
 - 2) Project # 20-E2740 for Municipal Court HVAC & Roof Repairs
 - 3) Project # 20-E2744 for Construction of Southside Teen & Resource Center

Committee Review:

Public Works and Utilities Committee: 03/29/2021

Finance Committee: 04/05/2021

Governing Body: 04/14/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the grants as presented on consent agenda to forward to 4/5/2021 Finance Committee

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None



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Abstain: None

- i. Request for Approval of a Budget Adjustment Resolution (BAR) for Municipal Court in the Amount of \$360,063. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

Committee Review:

Public Works and Utilities Committee: 03/29/2021

Finance Committee: 04/05/2021

Governing Body: 04/14/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented on consent agenda to forward to 4/5/2021 Finance Committee

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- m. Request for Approval of a Budget Adjustment Resolution (BAR) for the Southside Teen & Resource Center in the amount of \$3,870,900 (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

Committee Review:

Public Works and Utilities Committee: 03/29/2021

Finance Committee: 04/05/2021

Governing Body: 04/14/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented on consent agenda to forward to 4/5/2021 Finance Committee.

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



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For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- n. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)
A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Introduced: 3/31/21

Public Works and Utilities Committee: 03/29/21

Governing Body: 03/31/21

Finance Committee: 04/5/21

Quality of Life Committee: 04/7/21

Public Works and Utilities Committee: 4/12/21

Quality of Life Committee: 4/21/21

Governing Body: 4/28/21

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to postpone the resolution until the 4/12/2021 Public Works and Utilities Committee.

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

For: Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None



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VIRTUAL MEETING

- Pulled by Councilor Lindell for discussion.
- o. Request for Approval of a Budget Adjustment Resolution (BAR) for Electric Vehicles in the amount of \$750,000. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

Committee Review:

Public Works and Utilities Committee: 03/29/2021

Finance Committee: 04/05/2021

Governing Body: 04/14/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented on consent agenda to forward to 4/5/2021 Finance Committee

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- p. CONSIDERATION OF BILL NO. 2021-9. An Ordinance Amending Section 11-14.5 SFCC 1987 to Dedicate Half the Sales From Any Sale or Lease of City-Owned Land and Buildings to the Affordable Housing Trust Fund; and Amending Section 26-3.6 to Add the Dedication to the Affordable Housing Trust Fund. (Councilor Lindell, Mayor Webber, and Councilor Abeyta, Councilor Romero-Wirth, Councilor Cassutt-Sanchez, and Councilor Villarreal) (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346 and Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Introduced: 2/11/21

Public Works and Utilities Committee: 03/29/21

Governing Body (Request to Publish): 03/31/21

Finance Committee: 04/5/21



MINUTES

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Quality of Life Committee: 04/7/21
Quality of Life Committee: 04/21/21
Governing Body (Public Hearing): 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the bill as presented to forward to 3/31/2021 Governing Body

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

For: Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- Pulled by Councilor Garcia for discussion.
- q. CONSIDERATION OF BILL NO. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define “Taxable Premises” Consistently with State Statute and to Add a Definition for “Permanent Resident”; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the Thirty-First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Introduced: 2/11/21
Public Works and Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 04/12/21



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MARCH 29, 2021 AT 5:00 PM
VIRTUAL MEETING

Governing Body (Public Hearing): 04/28/21

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to postpone the bill until the 4/12/2021 Public Works and Utilities Committee

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

For: Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Pulled by Councilor Lindell for discussion.

- r. CONSIDERATION OF BILL NO. 2021-8: An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987, Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell) (Erin K. McSherry, City Attorney: ekmcsberry@santafenm.gov, 955-6961)

COMMITTEE REVIEW:

Introduced: 3/22/21 (Finance Committee)

Public Works and Utilities Committee: 3/29/21

Governing Body (request to publish): 3/31/21

Finance Committee: 4/5/21

Public Works and Utilities Committee: 4/12/21

Governing Body (public hearing): 4/28/21



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MARCH 29, 2021 AT 5:00 PM
VIRTUAL MEETING

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to postpone the bill until 4/12/2021 Public Works and Utilities Committee

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Pulled by Councilor Lindell for discussion.

9. **ACTION ITEMS: DISCUSSION**
10. **EXECUTIVE SESSION**
11. **MATTERS FROM STAFF**
12. **MATTERS FROM THE COMMITTEE**
13. **MATTERS FROM THE CHAIR**
14. **NEXT MEETING: April 12 2021**
15. **ADJOURN**

End time 6:48

Liaison

Chair

City of Santa Fe, New Mexico

MEMO

DATE: April 6, 2021

TO: Public Work/ Public Utilities Committee

FROM: Shannon Jones, Public Utilities Department Director *SJ*

ITEM

Informational item of quarterly employee training update within the Public Utilities Department.

Wastewater Management Division Training from January 2021 through March 2021(3rd Quarter)			
Training	Section	# Employees	% Attendance
Aerial Lift safety	Operations/Maintenance	6	35%
Emergency Action and fire prevention	Operations/Maintenance	12	70%
Asbestos Awareness	Operations/Maintenance	5	29%
Accident Investigation	Operations/Maintenance	5	29%
Avoiding Injuries	Operations/Maintenance	4	23%
Acute Respiratory illness/Pandemic Prevention and response	Operations/Maintenance	1	5%
Arc flash Safety for unqualified persons	Operations/Maintenance	1	5%
Avoiding exposure to blood borne pathogens	Operations/Maintenance	1	5%
Vactor Safety Refresher	Collections	7	100%
Machine Guard Safety	Collections	5	71%
Hydrated Lime SDS Safety	Collections	7	100%
Heavy Machinery Safety	Collections	6	85%
Extension Cord Safety	Collections	7	100%
Monitoring Equipment for Wastewater	Collections	6	85%
First Aid/CPR AED	Collections	2	28%
First Aid/CPR AED	ADMIN	1	20%
First Aid/CPR AED	Engineering	1	33%

Utility Billing Division Training from January 2021 through March 2021(3 rd Quarter)			
Training	Section	# Employees	% Attendance
Slips, Trips and falls, weather, driving	All	26	87%
COVID Safe Practices	All	26	87%
OSHA 10 class	All	9	30%

Environmental Service Division Training from January 2021 through March 2021(3 rd Quarter)			
Training	Section	# Employees	Percent Attendance
Accident Reporting	All Ops; Maint.; Graffiti	46	98%
Backing	All Ops; Maint.; Graffiti	43	92%
SWANA Safety Summit On-line Conference (6hr)	Admin	2	Shirlene Sitton Eric Lucero
Anti-Harassment	All	15	26%
Work Place Bullying	All	14	25%
Diversity	All	8	14%
Ethical Behavior	All	14	25%
Sexual Harassment	All	7	12%

Public Utilities Administration Training from January 2021 through March 2021(3 rd Quarter)			
Training	Section	# Employees	% Attendance
Workshop for All-Hazards Preparedness	Administration	1	14%
NM Groundwater Webinar	Administration	1	14%
Distribution Essentials	Administration	1	14%
American Groundwater Webinar	Administration	1	14%
Anti-Harassment	Administration	3	35%
Ethical Behavior	Administration	3	35%
Work Place Bullying	Administration	3	35%
Diversity in the Workplace	Administration	2	28%
OSHA 309-224 31hr Electrical safety	Division Director	2	50%

Water Division Training from January 2021 through March 2021(3rd Quarter)			
Training	Section	# Employees	% Attendance
Hazard Communication	Water Resource and Conservation	5	63%
Emrg. Preparedness/Fire Safety/Emrg. Evac. Plan	Water Resource and Conservation	5	63%
COVID Safe Practices	Water Resource and Conservation	8	100%
Hazard Communication	Engineering	10	91%
Emrg. Preparedness/Fire Safety/Emrg. Evac. Plan	Engineering	9	82%
Covid - Housekeeping & Hygiene	Engineering	10	91%
Lockout/Tagout	Engineering	7	64%
Lock Out Tag Out Authorized Employee / LOTO Affected Employee / Laboratory Safety & Chemical Hygiene Plan/ misc.	Buckman Direct Diversion	54	100%
Lifting with Cranes / Slips Trips & Falls Employee/ Supervisors Need to Know/ Remote Talk Slips Trips Falls	Buckman Direct Diversion	38	100%
Respiratory Protection Employee/ Supervisor Need To Know - Medical & Internal Fit Testing/ Remote Talk Workplace Hygiene	Buckman Direct Diversion	30	97%
Slips Trips & Hearing protection	Transmission and Distribution	15	75%
Excavation & Trenching	Transmission and Distribution	17	85%
Backhoe & heavy equipment	Transmission and Distribution	13	65%
Electrical Safety	Source of Supply	19	100%
Chemical Safety	Source of Supply	18	100%
Lock Out Tag Out	Source of Supply	18	100%

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

- a) Request Approval of Budget Amendment Resolution (BAR) for allocation of Impact Fees for Construction of CIP #868A – Montezuma Avenue and Sandoval Street Intersection Improvements in the amount of \$750,000. (Thomas Graham, PW Project Administrator, tmgraham@santafenm.gov, 505- 955-6654)

Committee Review:

Finance Committee – 04/05/2021

Public Works & Utilities Committee – 04/12/2021

Governing Body – 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	Excused		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

Log # {Finance use only}:	
Batch # {Finance use only}:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	02/15/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
WIP Construction	3309980	572970	ST18330BJ	750000	
Transfer Out	2320471	760330		750000	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Transfer In	3309980	660232		-750000	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				0	

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance Increase/(Decrease)
Acceptance of Arterial Impact Fees in the amount of \$750,000 for Sandoval & Monte	232 -750000
TOTAL:	0

Amanda Archuleta	03/10/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>AJH</u> AJH (Mar 16, 2021 09:28 MDT)
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer
<u>Javier Rosado</u> <small>Javier Rosado (Mar 11, 2021 08:35 MST)</small>	Date	City Council Approval Date	Finance Director <i>{≤ \$5,000}</i>
Division Director Signature <i>{optional}</i>	Date	Agenda Item #:	City Manager <i>{≤ \$60,000}</i>
Department Director Signature	Date		Date

City of Santa Fe, New Mexico

memo

DATE: January 15, 2021

TO: Capital Improvement Advisory Committee

VIA: Regina Wheeler, Public Works Department Director *RW*
Carlos Gemora; CIAC Staff Liaison, Senior Land Use Planner

FROM: Thomas M. Graham, AIA, ADA Coordinator / Project Administrator *TMG*

ITEM AND ACTION:

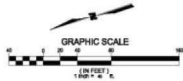
ALLOCATION OF IMPACT FEE FUNDS IN THE AMOUNT OF \$750,000 FOR CONSTRUCTION OF CIP #868A – MONTEZUMA AVENUE AND SANDOVAL STREET INTERSECTION IMPROVEMENTS.

BACKGROUND & SUMMARY:

The Montezuma Avenue and Sandoval Street intersection is experiencing significant pedestrian safety concerns as a result of the addition of the Judge Steve Herrera Judicial Complex to the Northeast corner of the intersection. In addition, it is expected that safety will only worsen as traffic increases in the area around this intersection. The improvements being designed at this intersection should improve the flow of traffic and pedestrian safety for the next 15 years (see Exhibits below). This project is identified as a priority in the City's Impact Fee Capital Improvement Plan 2021. To date; the project has received \$100,000 in State Capital Appropriation funds. Contract #18-1375 for the New Mexico Department of Transportation Fund 89200 Agreement on the #853C Agua Fria & South Meadows Intersection Improvements project was executed on December 18, 2018 and expires on June 30, 2022. Currently, the 90% plans are anticipated to be completed on February 10, 2021 and final construction drawings are scheduled for March 25, 2021. The funds will be required for construction management, bidding and construction of the project.

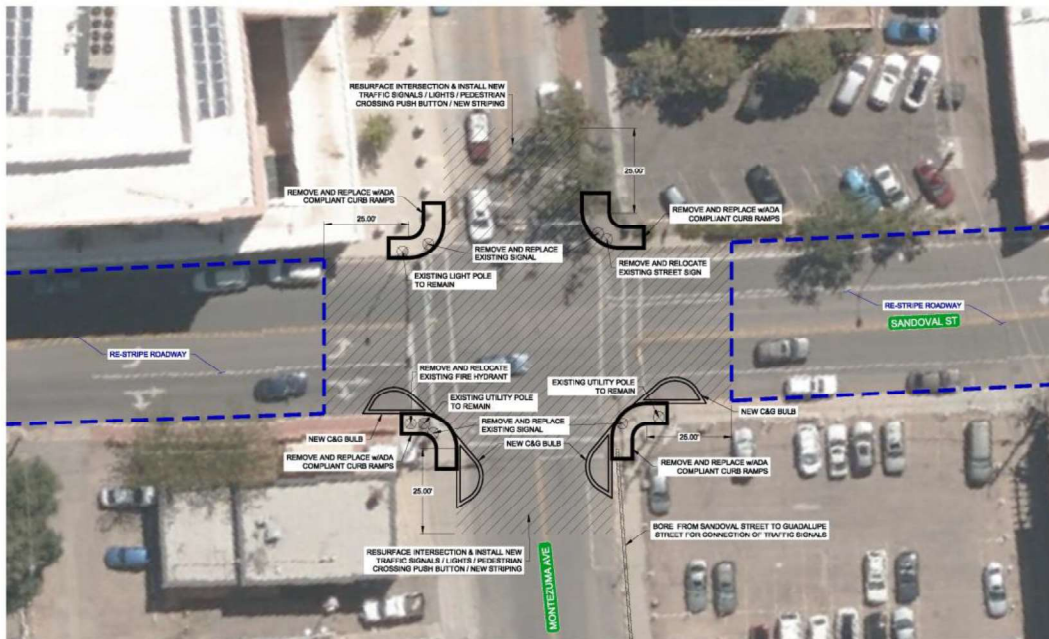
City of Santa Fe, New Mexico

memo



CITY OF SANTA FE
MONTEZUMA & SANDOVAL EXHIBIT (1 OF 2)

WILSON & COMPANY
414 N. MAIN ST
SUITE 100
LAS CRUCES, NEW MEXICO
88001
PH (505) 248-4000
FAX (505) 248-4077
www.wilsonco.com



CITY OF SANTA FE
MONTEZUMA & SANDOVAL EXHIBIT (2 OF 2)

WILSON & COMPANY
414 N. MAIN ST
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BAR - IMPACT FEES (Sandoval & Montezuma Intersection)

Final Audit Report

2021-03-15

Created:	2021-03-11
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGj3RkUfdfCpRVSSXr7WQ6tC7fLTAmD0L

"BAR - IMPACT FEES (Sandoval & Montezuma Intersection)" History

-  Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-03-11 - 2:49:03 PM GMT- IP address: 63.232.20.2
-  Document emailed to Javier Rosado (jhrosado@santafenm.gov) for signature
2021-03-11 - 2:51:32 PM GMT
-  Email viewed by Javier Rosado (jhrosado@santafenm.gov)
2021-03-11 - 3:32:02 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Javier Rosado (jhrosado@santafenm.gov)
Signature Date: 2021-03-11 - 3:35:31 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Regina Wheeler (rawheeler@ci.santa-fe.nm.us) for signature
2021-03-11 - 3:35:33 PM GMT
-  Email viewed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)
2021-03-15 - 4:03:17 AM GMT- IP address: 104.47.65.254
-  Document e-signed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)
Signature Date: 2021-03-15 - 4:03:47 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-15 - 4:03:47 AM GMT

GB PWD BAR IMPACY FEES SANDOVAL & MONTEZUMA R-1

Final Audit Report

2021-03-16

Created:	2021-03-16
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAALN48dy3PiWxuFH3f61-bF6VdPDF6HM9h

"GB PWD BAR IMPACY FEES SANDOVAL & MONTEZUMA R-1" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-16 - 2:27:17 PM GMT- IP address: 63.232.20.2
-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-03-16 - 2:28:13 PM GMT
-  Email viewed by AJH (ajhopkins@santafenm.gov)
2021-03-16 - 3:27:17 PM GMT- IP address: 104.47.65.254
-  Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-03-16 - 3:28:42 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-16 - 3:28:42 PM GMT




City of Santa Fe New Mexico

Memorandum



Date: March 25, 2021

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

From: Erin K. McSherry, City Attorney 
EM

RE: Independent Salary Commission Amendments

EXECUTIVE SUMMARY:

The proposed bill realigns the Independent Salary Commission's (Commission's) work schedule with the City's new election cycle; establishes an allowable salary range; corrects a cross reference; establishes an application process for appointees to the Commission; and allows the chamber of commerce representative on the Commission to be from any local chamber of commerce.

BACKGROUND:

The History

In 2014, the City's voters adopted amendments to the City Charter to establish the Mayor as the full-time, chief executive officer of the City. The Charter amendments also required the Governing Body to adopt an Ordinance establishing an Independent Salary Commission to set the Mayor's salary. The Governing Body adopted the ordinance establishing the Commission in 2016, and the Commission set the Mayor's salary for the first time in the spring of 2017.

In 2018, the City adopted the Local Election Act, which moved the next mayoral election from March of 2022 to November of 2021. It also adjusted the next mayor's first date of office from seven days after the March election to the January 1st following the November 2021 election.

The Timing Issue

The Commission ordinance currently requires that the Commission adopt a salary before the end of April, with time to incorporate it into the following year's budget. When the ordinance was adopted, that timeline resulted in adoption of a salary almost a year before the next election. That schedule allowed for a non-personal decision. Now, if the Commission were to meet this year, it is the same year as the election and during the same time period that candidates are known and/or contemplated by the public.

The Commission ordinance also currently specifies that the Commission-adopted salary goes into effect *the Monday after the election*. When the ordinance was adopted, the Monday after the election was the first day of office for the new mayor. Under the City's new election cycle, the Monday after the election falls during the current mayor's term.

The proposed bill realigns the schedule, so that the Commission would meet more than a year before the election (rather than the same year), and so that the new salary would go into effect on the first

day of the new next mayoral term (rather than almost two months before the end of the current mayoral term).

Additional Proposed Amendments

The proposed bill also includes the following amendments to the Commission ordinance:

- Requires a public announcement regarding the opportunity to serve on the Commission and applications from interested registered voters. The current ordinance does not require a particular process for selecting Commission members.
- Corrects a citation to the City's Charter.
- Allows the appointment of a member of one of the other local chambers of commerce, rather than limiting that category of appointment to the Santa Fe Chamber of Commerce.

ACTION REQUESTED:

Approval of the proposed bill.

ATTACHMENTS:

Bill

Fiscal Impact Report

[bracketed material] = delete
underscored material = new

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Carol Romero-Wirth

Councilor Signe I. Lindell

AN ORDINANCE

REGARDING THE INDEPENDENT SALARY COMMISSION; AMENDING SECTION 6-19.1 SFCC 1987 TO MAKE CLARIFICATIONS; AMENDING SECTION 6-19.2 SFCC 1987 TO CHANGE THE EFFECTIVE DATE OF THE SALARY TO ALIGN WITH THE TERM FOR MAYOR SET FORTH IN THE SANTA FE ELECTION CODE, SECTION 9-1 SFCC 1987; AMENDING SECTION 6-19.3 SFCC 1987 TO ESTABLISH AN APPLICATION PROCESS AND MODIFY LENGTH OF THE COMMISSIONERS' TERMS; AND AMENDING SECTION 6-19.4 SFCC 1987 TO SET THE FUTURE SCHEDULE FOR THE INDEPENDENT SALARY COMMISSION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 6-19.1 of SFCC 1987 (being Ord. No. 2016-43, § 2, as amended) is amended to read:

6-19.1 Name; creation; purpose.

A. There is hereby created the independent salary commission ("commission") as approved required by the Santa Fe Municipal Charter amendments approved by voters of the

1 city of Santa Fe on March 4, 2014.

2 B. The sole purpose of the commission shall be to review and set the mayor's salary,
3 pursuant to Article 6.02(~~E~~)D) of the Santa Fe Municipal Charter.

4 C. The commission shall ~~be~~ act independently from the office of the mayor and
5 the governing body so as to remove all conflicts of interest.

6 **Section 2. Section 6-19.2 of SFCC 1987 (being Ord. No. 2016-43, § 2, as**
7 **amended) is amended to read:**

8 **6-19.2 Powers and duties.**

9 A. The commission shall have the sole power to review and set the mayor's salary
10 [~~no less than once every four (4) years~~].

11 B. The commission shall set the salary of the mayor by comparing the salaries of
12 other public executives within the county of Santa Fe, including the Santa Fe county manager,
13 superintendent of Santa Fe public schools, and the city of Santa Fe city manager, as well as the
14 mayor's salary in cities of comparable size, cost of living, and diversity within the region.

15 C. The salary set by the commission shall go into effect [~~the Monday immediately~~
16 January 1 following the regular election [~~at which a~~ for mayor [~~is elected or reelected~~].

17 **Section 3. Section 6-19.3 of SFCC 1987 (being Ord. No. 2016-43, § 2, as**
18 **amended) is amended to read:**

19 **6-19.3 Membership; terms; vacancies.**

20 A. *Membership.* The commission shall be comprised of seven (7) members, all of
21 whom must reside within the municipal boundaries of the city of Santa Fe. The mayor shall
22 appoint, with the advice and consent of the governing body, the members of the commission. The
23 commission shall consist of one (1) member from each of the following categories:

24 (1) One (1) shall be a member of [~~the Santa Fe~~] a local chamber of
25 commerce.

- 1 (2) One (1) shall be a representative of a neighborhood association.
- 2 (3) One (1) shall be a representative of a community organization.
- 3 (4) One (1) shall be a current or retired attorney or judge.
- 4 (5) One (1) shall be a representative of the human resources industry, or an
- 5 employment consultant.
- 6 (6) One (1) shall be a current or retired chief executive officer.
- 7 (7) One (1) member shall be appointed at-large.

8 B. Application. To be eligible for appointment, interested parties shall submit a

9 letter of interest and resume to the city clerk in response to a public request for letters of interest.

10 The letter of interest shall indicate the category the applicant seeks to fill, which shall not

11 preclude the applicant's appointment to an alternative category, if applicable.

12 C. Independence. Nominees to the commission shall ~~[have the ability to]~~ exercise

13 sound and practical judgement in the implementation of their powers and duties as members of

14 the commission. The mayor shall appoint a chairperson prior to the first meeting of the

15 commission. The chairperson shall then appoint a vice-chairperson at the first regular meeting.

16 ~~[B]~~D. Terms. Members of the commission shall be appointed in January the year prior

17 to a mayoral election and serve [four (4) year terms] until the end of the calendar year. A member

18 shall serve for no more than two (2) terms. After two (2) consecutive unexcused absences, a

19 commission member shall be automatically removed from the commission, and a new member

20 shall be appointed consistent with the provisions of paragraph A.

21 ~~[C]~~E. Vacancies. Vacancies on the commission shall be filled consistent with the

22 provisions of paragraph A.

23 **Section 4. Section 6-19.4 of SFCC 1987 (being Ord. No. 2016-43, § 2, as**

24 **amended) is amended to read:**

25 **6-19.4 Meetings; staff.**

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A. *Meetings.* Beginning in 2024, t[F]he commission shall meet [no less than once]
and set the salary for the office of mayor every four (4) years, no later than April 30 [of the year
prior to the election in which a], to be budgeted for the next mayoral term, whether the mayor in
office in the next term is in a first or subsequent term[shall be elected or reelected so that the new
salary may be included in the budget for the following fiscal year].

B. *Staff.* The human resources director, or the[~~#~~] human resources director's
designee, shall serve as staff liaison for the commission at all meetings.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____


Short Title(s): Salary Commission Amendments

Sponsor(s): Councilors Romero-Wirth and Rivera

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Erin K. McSherry Date: 3/25/21 Phone: 955-6961

Reviewed by City Attorney:  Date: Mar 25, 2021

Reviewed by Finance Director:  Date: Mar 25, 2021

Summary:

The proposed bill realigns the Independent Salary Commission's (Commission's) work schedule with the City's new election cycle; establishes an allowable salary range; corrects a cross reference; establishes an application process for appointees to the Commission; and allows the chamber of commerce representative on the Commission to be from any local chamber of commerce.

Departments Affected:

Mayor (appointment timing); Governing Body (advice and consent), Human Resources (Commission Liaison); and City Clerk (proposed to receive applications)

Consequences of Not Enacting Legislation:

Without the proposed changes, the Commission is required to determine a new salary by the end of April, and the salary would go into effect in November on the Monday following the election. Applications would not be required for appointees to the Commission, the Chamber of Commerce member on the Commission would be required to be from the Santa Fe Chamber of Commerce and could not be from the Hispanic Chamber or Green Chamber.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

The creation of the Commission was required by 2014 Charter amendments. The election cycle changes were also adopted by a Charter amendment and through adoption of the election cycle established in the Local Election Act.

Performance and Administrative Implications:

Once every four years, the requirement for an application process will increase administrative duties for the City Clerk's Office. Responsibility for Commission support remains with the Human Resources Director.

Fiscal Implications:

The changes would result in a somewhat increased administrative workload for the City Clerk, once every four years.

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
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* 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:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7r

CONSIDERATION OF BILL NO. 2021-8: An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987, Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell) (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
 Governing Body (Request to Publish): 03/31/21
 Finance Committee: 04/5/21
 Governing Body (Public Hearing): 04/28/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for Discussion. Approved unanimously to forward to 3/31/2021 with the recommendation of coming back to the 4/12/2021 Public Works and Utilities Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/28/21

r) CONSIDERATION OF BILL NO. 2021-8: An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987, Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell) (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

COMMITTEE REVIEW:

Introduced: 3/22/21 (Finance Committee)
 Public Works and Utilities Committee: 3/29/21
 Governing Body (request to publish): 3/31/21
 Finance Committee: 4/5/21
 Public Works and Utilities Committee: 4/12/21
 Governing Body (public hearing): 4/28/21

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	Excused		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21



City of Santa Fe New Mexico

Memorandum



Date: March 25, 2021

To: Finance Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

From: Alexandra Ladd, Office of Affordable Housing Director *AGL*
AGL

RE: Housing Working Plan

EXECUTIVE SUMMARY:

The proposed Resolution lays out a work plan to address the various components related to addressing affordable housing and additional, recurring, and sufficient funding for the Affordable Housing Trust Fund.

BACKGROUND:

Housing continues to be the paramount issue facing the City of Santa Fe. The immediate, urgent matter before the Governing Body concerns options for producing a revenue source for the Affordable Housing Trust Fund that is ample, predictable, sustainable, equitable and consistent. There are a number of recommendations and suggestions that have come from City staff, from members of the Governing Body and from community organizations and housing advocates. At the same time, because housing touches on so many other elements of a city, its residents, its neighborhoods, its quality of life and its future, it is incumbent upon the Governing Body to place housing—and the funding of the Affordable Housing Trust Fund—into a larger context.

With that in mind, the purpose of this Resolution is to propose a work plan for a structured, methodical, inclusive, transparent and orderly consideration of these elements. The components are independent and interdependent: a funding strategy, a housing strategy, a social policy, and a growth management planning process.

The matter is of the utmost importance. At the same time, it is complicated and therefore requires a work plan—a road map—to take advantage of the City Council Standing Committees as a way to parse out the work that needs to be done. The Committees offer a way for all members of the Governing Body to participate in the process of shaping legislation and policy, developing and utilizing subject matter expertise of Councilors and staff at the Committee level. At the same time, the Committees can make sure that there is ample opportunity for education on the different options for funding the Affordable Housing Trust Fund and evaluate of the pros and cons of each recommendation. The public can provide comments as necessary on any of the ideas under consideration at Governing Body meetings during Petitions from the Floor, among other venues.



City of Santa Fe New Mexico

Memorandum



In all cases there are trade-offs, strengths, and weaknesses that need to be considered, weighed, and measured. Doing the work of evaluation in the Committees will make sure that there is transparency, expertise, and input, while not overburdening any one Committee or sub-group of the Governing Body. At the culmination of the Committee work, there is to be a work session of the Governing Body. At that time, it should be possible to look at all of the pieces of the funding puzzle and see how they fit together, which are the most immediately viable, which would require more study, which do not seem worth pursuing, and which have the greatest support.

At the same time that the proposed Resolution lays out a road map for considering funding options in a thoughtful way, it also recognizes the need for informed decision-making and timely action in this critical moment. Coming out of COVID, there will be a need for a variety of forms of assistance that depend on a more fully funded Affordable Housing Trust Fund. With that in mind, the Resolution expressly calls for existing initiatives to add revenue to the Affordable Housing Trust Fund to continue to move forward through the existing process. These initiatives include a one-time, immediate allocation of \$1.7 million to be used this Fiscal Year; a commensurate line-item in next year's budget; a measure to re-allocate a proportion of funds received from the sale or lease of City property to the Affordable Housing Trust Fund; a measure to dedicate a portion of Lodger's Tax to the Affordable Housing Trust Fund. In the short term, these measures will provide a strong base of support for and demonstrate the City's commitment to the Affordable Housing Trust Fund while the Governing Body deliberates options for the future.

In addition, the Resolution calls for two other components. The first is to have the Quality of Life Committee look into funding options for social policies and wrap-around services that need to accompany additional affordable housing. As an example, and as has been noted by City staff, the purchase of the Santa Fe Suites property represents the largest acquisition and perhaps largest increment of affordable housing in a single deal. This project would not succeed were it not for the supportive social services for the tenants that are part of the overall package. With that in mind, the Quality of Life Committee will explore measures to fund social services that would be a companion approach to increased funding for the Affordable Housing Trust Fund.

Finally, the Resolution nests the work to find a satisfactory funding source for the Affordable Housing Trust Fund within a larger body of work: a growth management process to be proposed by the Land Use department. This last component of the Resolution recognizes that the underlying assumption of the Affordable Housing Trust Fund—as well as the ongoing housing agenda that has been implemented over the last three years and the permitting currently under way for housing units across the city—is that Santa Fe will grow its housing and its population in the coming years. In other words, there will be change. The question to be addressed by the growth management process is whether the Santa Fe will choose the course of the change that is coming, or simply surrender to whatever path the change chooses.

With more housing will come a host of other questions, concerns, opportunities, and challenges including: impacts on existing neighborhoods—positive and negative; demands on infrastructure (utilities, sewer, water, roads, parks), schools, and basic City services; impacts on the economy and social systems; the need to preserve and strengthen art and culture, history, and traditions; and



City of Santa Fe New Mexico

Memorandum



the need for greater environmental sustainability in the face of changing demographics. The time has come for the City to engage in a growth management process that will express the City's shared values, lay out choices and trade-offs, provide ample opportunity for community engagement and input, and generate a community-wide conversation about Santa Fe's future and the quality of life we want.

ACTION REQUESTED:

Adoption of the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman “Tiger” Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ESTABLISHING A WORK PLAN FOR IMPROVING ACCESS TO AFFORDABLE HOUSING OPPORTUNITIES FOR RESIDENTS OF THE CITY OF SANTA FE.

WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe’s (“City”) staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, housing development in the City has increased dramatically since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City’s actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

1. 760 units completed

2. 1,762 units under construction
3. 657 units approved and under review
4. 1,542 units approved by the Planning Commission
5. 644 units pending approval; and

WHEREAS, according to the City’s most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn \$25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than \$50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the 2019 median sales price for a home in Santa Fe County was \$527,000, requiring an income of at least \$120,000 to qualify for a mortgage, while the median income for a renter household is between \$40,000 and \$50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months’ worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund (“AHTF”) in 2007 via Ordinance No. 2007-23 as a way “to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives”; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to

1 support affordable housing and to direct financial assistance (used for rent, down payment, or home
2 repair) to income-eligible individuals; and

3 **WHEREAS**, the AHTF receives funding from a variety of sources including land sales,
4 payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required
5 for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

6 **WHEREAS**, City staff have identified other potential sources of funds for the AHTF that
7 require legislative actions is required; and

8 **WHEREAS**, AHTF expenditures are restricted to the construction, preservation, and
9 rehabilitation of affordable housing units or supportive housing facilities and cannot be used for
10 program administration or necessary support services; and

11 **WHEREAS**, residents who are transitioning out of homelessness or have other high needs
12 are unlikely to sustain their housing situations if they lack necessary support; and

13 **WHEREAS**, the City is implementing the “property management plus” housing model
14 where the provision of units (either through new construction, rehabilitation or direct subsidy) is
15 supported with services such as case management, medical care, job training, etc.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** that the three City Council Standing Committees shall take on the work of
18 reviewing, evaluating, and assessing a broad set of proposals and recommendations for revenue
19 sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding
20 for the Affordable Housing Trust Fund with the goal of expanding access to housing opportunities
21 for all residents, regardless of income or type of housing needed.

22 **BE IT FURTHER RESOLVED** that the proposals and recommendations considered for
23 analyses shall include ideas from staff, members of the Governing Body, and reports from
24 community organizations, housing advocates, and relevant City committees.

25 **BE IT FURTHER RESOLVED** that the individual recommendations will be vetted by

1 the appropriate City Council Standing Committee based on the respective Committees' purview
2 and staff's subject matter expertise.

3 **BE IT FURTHER RESOLVED** that presentations by staff regarding the various
4 proposals at the Committees shall include analyses of the costs and benefits of the various proposals
5 and recommendations and that a compilation of these analyses shall be provided to the Governing
6 Body in a study session to develop a comprehensive understanding of the options available for
7 short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-
8 forward basis.

9 **BE IT FURTHER RESOLVED** that immediate opportunities for funding the Affordable
10 Housing Trust fund are not precluded by the analyses required by this Resolution and shall be
11 included in determining the mix of funding sources to provide consistent, reliable, and sustainable
12 funding for the Affordable Housing Trust Fund.

13 **BE IT FURTHER RESOLVED** that the Quality of Life Committee shall explore benefits
14 of and options for developing regular and consistent funding for wrap-around services for at-risk
15 residents as a social service component of an ongoing affordable housing program.

16 **BE IT FURTHER RESOLVED** that the City Manager work with staff to develop a
17 blueprint for a growth management planning process as a larger overall framework for the City's
18 future development, considering the housing recommendations adopted as a result of this
19 Resolution, and adding other essential components of livability, equity and sustainability including
20 infrastructure investment, utilities, social, environmental, economic, and other quality of life
21 factors.

22 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.
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ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Housing Funding Plan

Mayor and Members of the City Council:

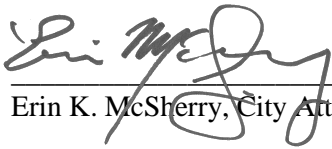
I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 3, line 17 after “**FE**” *strike* “that” and *insert* in lieu thereof “shall hold a special meeting of the Governing Body within 30 days of the adoption of this Resolution. At this special meeting, the Governing Body shall develop focus areas for revenue sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund, with the goals of expanding access to housing opportunities for all residents, regardless of income or type of housing needed. The focus areas developed at the special meeting shall be referred to”.
2. On page 3, line 17 *strike* “shall” and *insert* in lieu thereof “to”.
3. On page 3, line 18 after “recommendations” *insert* a period and *strike* the remainder of the paragraph.

Respectfully submitted,

Michael J. Garcia, Councilor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Kristine Mihelcic, City Clerk

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman “Tiger” Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

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WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe’s (“City”) staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, housing development in the City has increased dramatically since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City’s actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

1. 760 units completed

2. 1,762 units under construction
3. 657 units approved and under review
4. 1,542 units approved by the Planning Commission
5. 644 units pending approval; and

WHEREAS, according to the City’s most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn \$25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than \$50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the 2019 median sales price for a home in Santa Fe County was \$527,000, requiring an income of at least \$120,000 to qualify for a mortgage, while the median income for a renter household is between \$40,000 and \$50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months’ worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund (“AHTF”) in 2007 via Ordinance No. 2007-23 as a way “to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives”; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to

1 support affordable housing and to direct financial assistance (used for rent, down payment, or home
2 repair) to income-eligible individuals; and

3 **WHEREAS**, the AHTF receives funding from a variety of sources including land sales,
4 payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required
5 for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

6 **WHEREAS**, City staff have identified other potential sources of funds for the AHTF that
7 require legislative actions is required; and

8 **WHEREAS**, AHTF expenditures are restricted to the construction, preservation, and
9 rehabilitation of affordable housing units or supportive housing facilities and cannot be used for
10 program administration or necessary support services; and

11 **WHEREAS**, residents who are transitioning out of homelessness or have other high needs
12 are unlikely to sustain their housing situations if they lack necessary support; and

13 **WHEREAS**, the City is implementing the “property management plus” housing model
14 where the provision of units (either through new construction, rehabilitation or direct subsidy) is
15 supported with services such as case management, medical care, job training, etc.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** ~~[that]~~ shall hold a special meeting of the Governing Body within 30 days
18 of the adoption of this Resolution. At this special meeting, the Governing Body shall develop focus
19 areas for revenue sources that would achieve long-term, sustainable, predictable, equitable, and
20 consistent funding for the Affordable Housing Trust Fund, with the goals of expanding access to
21 housing opportunities for all residents, regardless of income or type of housing needed. The focus
22 areas developed at the special meeting shall be referred to the three City Council Standing
23 Committees ~~[shall]~~ to take on the work of reviewing, evaluating, and assessing a broad set of
24 proposals and recommendations ~~[for revenue sources that would achieve long-term, sustainable,~~
25 ~~predictable, equitable, and consistent funding for the Affordable Housing Trust Fund with the goal~~

1 of expanding access to housing opportunities for all residents, regardless of income or type of
2 housing needed].

3 **BE IT FURTHER RESOLVED** that the proposals and recommendations considered for
4 analyses shall include ideas from staff, members of the Governing Body, and reports from
5 community organizations, housing advocates, and relevant City committees.

6 **BE IT FURTHER RESOLVED** that the individual recommendations will be vetted by
7 the appropriate City Council Standing Committee based on the respective Committees' purview
8 and staff's subject matter expertise.

9 **BE IT FURTHER RESOLVED** that presentations by staff regarding the various
10 proposals at the Committees shall include analyses of the costs and benefits of the various proposals
11 and recommendations and that a compilation of these analyses shall be provided to the Governing
12 Body in a study session to develop a comprehensive understanding of the options available for
13 short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-
14 forward basis.

15 **BE IT FURTHER RESOLVED** that immediate opportunities for funding the Affordable
16 Housing Trust fund are not precluded by the analyses required by this Resolution and shall be
17 included in determining the mix of funding sources to provide consistent, reliable, and sustainable
18 funding for the Affordable Housing Trust Fund.

19 **BE IT FURTHER RESOLVED** that the Quality of Life Committee shall explore benefits
20 of and options for developing regular and consistent funding for wrap-around services for at-risk
21 residents as a social service component of an ongoing affordable housing program.

22 **BE IT FURTHER RESOLVED** that the City Manager work with staff to develop a
23 blueprint for a growth management planning process as a larger overall framework for the City's
24 future development, considering the housing recommendations adopted as a result of this
25 Resolution, and adding other essential components of livability, equity and sustainability including

1 infrastructure investment, utilities, social, environmental, economic, and other quality of life
2 factors.

3 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.

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ALAN WEBBER, MAYOR

10 ATTEST:

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KRISTINE MIHELICIC, CITY CLERK

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APPROVED AS TO FORM:

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ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2021/Resolutions/Housing Plan

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Housing Funding Plan

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 1, line 20 *strike* “housing development in the City has increased dramatically” and *insert* in lieu thereof “multi-family housing development applications have increased”
2. On page 2, line 11 *strike* “2019” and *insert* in lieu thereof “2020”; and *strike* “\$527,000” and *insert* in lieu thereof “\$606,500”
3. On page 3, line 1 *strike* “to”
4. On page 3, line 6 *insert* the following new paragraph:

WHEREAS, funding allocation recommendations from the AHTF are made by the Community Development Commission, based on Housing and Urban Development funding priorities and emerging community needs, with guidance by the Office of Affordable Housing staff; and
5. On page 3, line 7 make “actions” singular and *strike* “is required”
6. On page 3, line 8 *strike* “and”
7. On page 3, line 9 after “facilities” *insert* “, and providing rental or down payment assistance to eligible residents,”
8. On page 3, line 13 *strike* “is implementing” and *insert* in lieu thereof “endorses”; and after “plus” *insert* “supportive”
9. On page 3 line 22 *insert* “the following new paragraph:

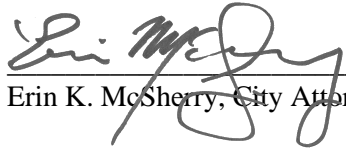
BE IT FURTHER RESOLVED that the City Manager is directed to create a work plan for staff’s support of this process so that each Committee is ensured of the participation and contribution from subject matter experts.
10. On page 3, line 25 *strike* “individual” and *insert* in lieu thereof “potential”
11. On page 4, line 11 *strike* “mix of funding sources” and *insert* in lieu thereof “mix of opportunities”
12. On page 4, line 12 after “funding” *insert* “sources”
13. On page 4, line 14 after “funding” *insert* “from sources external to the Affordable Housing Trust Fund”

Respectfully submitted,

Renee Villarreal, Councilor

Jamie Cassutt-Sanchez, Councilor

Approved as to Form:


Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Kristine Mihelcic, City Clerk

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman “Tiger” Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ESTABLISHING A WORK PLAN FOR IMPROVING ACCESS TO AFFORDABLE HOUSING OPPORTUNITIES FOR RESIDENTS OF THE CITY OF SANTA FE.

WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe’s (“City”) staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, [~~housing development in the City has increased dramatically~~] since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City’s actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

1. 760 units completed

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3. 657 units approved and under review
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5. 644 units pending approval; and

WHEREAS, according to the City’s most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn \$25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than \$50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the [2019] median sales price for a home in Santa Fe County was [\$527,000] requiring an income of at least \$120,000 to qualify for a mortgage, while the median income for a renter household is between \$40,000 and \$50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months’ worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund (“AHTF”) in 2007 via Ordinance No. 2007-23 as a way “to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives”; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to

1 support affordable housing and [tø] direct financial assistance (used for rent, down payment, or
2 home repair) to income-eligible individuals; and

3 **WHEREAS**, the AHTF receives funding from a variety of sources including land sales,
4 payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required
5 for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

6 **WHEREAS**, City staff have identified other potential sources of funds for the AHTF that
7 require legislative action[~~s is required~~]; and

8 **WHEREAS**, AHTF expenditures are restricted to the construction, preservation, [~~and~~]
9 rehabilitation of affordable housing units or supportive housing facilities and cannot be used for
10 program administration or necessary support services; and

11 **WHEREAS**, residents who are transitioning out of homelessness or have other high needs
12 are unlikely to sustain their housing situations if they lack necessary support; and

13 **WHEREAS**, the City [~~is implementing~~] the “property management plus” housing model
14 where the provision of units (either through new construction, rehabilitation or direct subsidy) is
15 supported with services such as case management, medical care, job training, etc.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** that the three City Council Standing Committees shall take on the work of
18 reviewing, evaluating, and assessing a broad set of proposals and recommendations for revenue
19 sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding
20 for the Affordable Housing Trust Fund with the goal of expanding access to housing opportunities
21 for all residents, regardless of income or type of housing needed.

22 **BE IT FURTHER RESOLVED** that the proposals and recommendations considered for
23 analyses shall include ideas from staff, members of the Governing Body, and reports from
24 community organizations, housing advocates, and relevant City committees.

25 **BE IT FURTHER RESOLVED** that the [~~individual~~] potential recommendations will be

1 vetted by the appropriate City Council Standing Committee based on the respective Committees’
2 purview and staff’s subject matter expertise.

3 **BE IT FURTHER RESOLVED** that presentations by staff regarding the various
4 proposals at the Committees shall include analyses of the costs and benefits of the various proposals
5 and recommendations and that a compilation of these analyses shall be provided to the Governing
6 Body in a study session to develop a comprehensive understanding of the options available for
7 short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-
8 forward basis.

9 **BE IT FURTHER RESOLVED** that immediate opportunities for funding the Affordable
10 Housing Trust fund are not precluded by the analyses required by this Resolution and shall be
11 included in determining the [~~mix of funding sources~~] to provide consistent, reliable, and sustainable
12 funding for the Affordable Housing Trust Fund.

13 **BE IT FURTHER RESOLVED** that the Quality of Life Committee shall explore benefits
14 of and options for developing regular and consistent funding from sources external to the
15 Affordable Housing Trust Fund for wrap-around services for at-risk residents as a social service
16 component of an ongoing affordable housing program.

17 **BE IT FURTHER RESOLVED** that the City Manager work with staff to develop a
18 blueprint for a growth management planning process as a larger overall framework for the City’s
19 future development, considering the housing recommendations adopted as a result of this
20 Resolution, and adding other essential components of livability, equity and sustainability including
21 infrastructure investment, utilities, social, environmental, economic, and other quality of life
22 factors.

23 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.
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ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Housing Funding Plan

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 4, line 3 *insert* the following new paragraph:
BE IT FURTHER RESOLVED that within 30 days of the adoption of this Resolution, the Governing Body will consider as a non-voting discussion item a list of these proposals and recommendations along with the City Council Standing Committee each will be assigned to. At this time, Governing Body members will be able to propose any additional ideas to ensure that all potential revenue sources that Governing Body members would like to explore are included in this process. This list does not exclude the possibility of additional proposals or recommendations to come forward in the future and be considered as part of this action plan.

Respectfully submitted,

Jamie Cassutt-Sanchez, Councilor

Michael J. Garcia, Councilor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Kristine Mihelcic, City Clerk

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman “Tiger” Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ESTABLISHING A WORK PLAN FOR IMPROVING ACCESS TO AFFORDABLE HOUSING OPPORTUNITIES FOR RESIDENTS OF THE CITY OF SANTA FE.

WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe’s (“City”) staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, housing development in the City has increased dramatically since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City’s actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

1. 760 units completed

2. 1,762 units under construction
3. 657 units approved and under review
4. 1,542 units approved by the Planning Commission
5. 644 units pending approval; and

WHEREAS, according to the City’s most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn \$25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than \$50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the 2019 median sales price for a home in Santa Fe County was \$527,000, requiring an income of at least \$120,000 to qualify for a mortgage, while the median income for a renter household is between \$40,000 and \$50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months’ worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund (“AHTF”) in 2007 via Ordinance No. 2007-23 as a way “to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives”; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to

1 support affordable housing and to direct financial assistance (used for rent, down payment, or home
2 repair) to income-eligible individuals; and

3 **WHEREAS**, the AHTF receives funding from a variety of sources including land sales,
4 payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required
5 for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

6 **WHEREAS**, City staff have identified other potential sources of funds for the AHTF that
7 require legislative actions is required; and

8 **WHEREAS**, AHTF expenditures are restricted to the construction, preservation, and
9 rehabilitation of affordable housing units or supportive housing facilities and cannot be used for
10 program administration or necessary support services; and

11 **WHEREAS**, residents who are transitioning out of homelessness or have other high needs
12 are unlikely to sustain their housing situations if they lack necessary support; and

13 **WHEREAS**, the City is implementing the “property management plus” housing model
14 where the provision of units (either through new construction, rehabilitation or direct subsidy) is
15 supported with services such as case management, medical care, job training, etc.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** that the three City Council Standing Committees shall take on the work of
18 reviewing, evaluating, and assessing a broad set of proposals and recommendations for revenue
19 sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding
20 for the Affordable Housing Trust Fund with the goal of expanding access to housing opportunities
21 for all residents, regardless of income or type of housing needed.

22 **BE IT FURTHER RESOLVED** that the proposals and recommendations considered for
23 analyses shall include ideas from staff, members of the Governing Body, and reports from
24 community organizations, housing advocates, and relevant City committees.

25 **BE IT FURTHER RESOLVED** that the individual recommendations will be vetted by

1 the appropriate City Council Standing Committee based on the respective Committees' purview
2 and staff's subject matter expertise.

3 **BE IT FURTHER RESOLVED** that within 30 days of the adoption of this Resolution,
4 the Governing Body will consider, as a non-voting discussion item, a list of these proposals and
5 recommendations along with the City Council Standing Committee each will be assigned to. At
6 this time, Governing Body members will be able to propose any additional ideas to ensure that all
7 potential revenue sources that Governing Body members would like to explore are included in this
8 process. This list does not exclude the possibility of additional proposals or recommendations to
9 come forward in the future and be considered as part of this action plan.

10 **BE IT FURTHER RESOLVED** that presentations by staff regarding the various
11 proposals at the Committees shall include analyses of the costs and benefits of the various proposals
12 and recommendations and that a compilation of these analyses shall be provided to the Governing
13 Body in a study session to develop a comprehensive understanding of the options available for
14 short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-
15 forward basis.

16 **BE IT FURTHER RESOLVED** that immediate opportunities for funding the Affordable
17 Housing Trust fund are not precluded by the analyses required by this Resolution and shall be
18 included in determining the mix of funding sources to provide consistent, reliable, and sustainable
19 funding for the Affordable Housing Trust Fund.

20 **BE IT FURTHER RESOLVED** that the Quality of Life Committee shall explore benefits
21 of and options for developing regular and consistent funding for wrap-around services for at-risk
22 residents as a social service component of an ongoing affordable housing program.

23 **BE IT FURTHER RESOLVED** that the City Manager work with staff to develop a
24 blueprint for a growth management planning process as a larger overall framework for the City's
25 future development, considering the housing recommendations adopted as a result of this

1 Resolution, and adding other essential components of livability, equity and sustainability including
2 infrastructure investment, utilities, social, environmental, economic, and other quality of life
3 factors.

4 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.

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ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Housing Funding Plan

Sponsor(s): Mayor Webber, Councilors Romero-Wirth, Abeyta, Garcia, Vigil Coppler, and Lindell

Reviewing Department(s): Office of Affordable Housing

Staff Completing FIR: Alexandra Ladd Date: 3/22/21 Phone: 955-6346

Reviewed by City Attorney: *Eric McGeary* Date: Mar 25, 2021

Reviewed by Finance Director: *Mary McCoy* Date: Mar 25, 2021

Summary:

The proposed Resolution lays out a work plan for the expansion and ongoing viability of funding sources for the Affordable Housing Trust Fund (AHTF), identifying coordinated sources for necessary social services to accompany at-risk residents, and developing a framework for future growth planning.

Departments Affected:

The Community Development Department (Office of Affordable Housing and Land Use), the Finance Department, and Constituent Services.

Consequences of Not Enacting Legislation:

If the proposed legislation is not enacted, the City will miss an opportunity to respond to one of Santa Fe’s most critical issues – that many of residents, especially those with low incomes can’t afford to pay for housing in our community.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

The proposed resolution is consistent with recent efforts to diversify funding sources for the AHTF, as well as work being led by community advocacy groups and housing services providers to ensure the viability of housing funds particularly in terms of increasing equitable access to opportunity.

Performance and Administrative Implications:

The enactment of this resolution will require staff expertise across at least three departments – Office of Affordable Housing, Land Use and the Finance Department. Additionally, staff from Constituent Services will need to provide assistance with scheduling the work with public input, messaging, and meetings.

Fiscal Implications:

The fiscal implications at this planning stage is limited to staff time. Until specific funding sources are identified, there is no additional funding impact.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20-21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ 25,000	\$ _____	\$ _____	N	NR	Gen Fund	
Capital Outlay	\$ _____	\$ _____	\$ _____				
Contractual/ Professional Services	\$ _____	\$ _____	\$ _____				
Operating	\$ _____	\$ _____	\$ _____				\$ _____
Total:	\$ 25,000	\$ _____	\$ _____				\$ 25,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The staff expenses incurred to ensure that the directives of this Resolution are met assume that each affected Department will contribute 1/3 of a FTE for 3 months. The estimate assumes an average salary of \$30/hour plus benefits X 4 staff spending 30% of their time fulfilling the directive, April – June.

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:

At this point in the process, the directives of the Resolution will not result in any revenue.

Signature:

Email: agladd@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7n

CONSIDERATION OF RESOLUTION NO. 2021-__ . (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, and Councilor Lindell)
 A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
 Governing Body: 03/31/21
 Finance Committee: 04/5/21
 Quality of Life Committee: 04/7/21
 Governing Body: 4/28/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/31/2021 and brought back to the 4/12/2021 Public Works and Utilities Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	Excused		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

11. DISCUSSION/ACTION ITEMS

c. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romer Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)

A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/21

Governing Body: 03/31/21

Finance Committee: 04/5/21

Quality of Life Committee: 04/7/21

Public Works and Utilities Committee: 4/12/21

Governing Body: 4/28/21

Name: Stefanie Beninato

Comment - 03/31/2021 12:48 PM: (No Vote)

11C-E I am glad there will be a comprehensive approach to AH but why has it taken so long? And why not also focus on raising the fee in lieu of instead of just taking from other city funds? Why is the city proceeding even at this meeting to consider piecemeal changes to accomplish funding eg changes to the uses of the occupancy tax and sale of city property How is community engagement going to be structured and when?

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/28/21

m) CONSIDERATION OF RESOLUTION NO. 2021-_____. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)
 A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Introduced: 3/31/21
 Public Works and Utilities Committee: 03/29/21
 Governing Body: 03/31/21
 Finance Committee: 04/5/21
 Quality of Life Committee: 04/7/21
 Public Works and Utilities Committee: 4/12/21
 Governing Body: 4/28/21

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	Excused		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

ACTION SHEET ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021 FOR CITY COUNCIL MEETING OF 04/28/2021
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ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021- _____. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)

A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Introduced: 3/31/21

Public Works and Utilities Committee: 03/29/21

Governing Body: 03/31/21

Finance Committee: 04/5/21

Quality of Life Committee: 04/7/21

Public Works and Utilities Committee: 4/12/21

Governing Body: 4/28/21

QUALITY OF LIFE COMMITTEE ACTION: Postponed to review again at the April 21st Quality of Life Committee meeting on discussion. Councilors Garcia, Cassutt-Sanchez, and Villarreal removed this item from the consent agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Governing Body; Public Works and Utilities Committee

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		





City of Santa Fe New Mexico

Memorandum



Date: March 26, 2021

To: Community Development Commission, Quality of Life Committee, Finance Committee, and Governing Body

From: Randy Randall, TOURISM Santa Fe Director 
Brad Fluetsch, Planning and Investment Officer 

RE: Dedication of Certain Lodgers' Tax Revenues to the Affordable Housing Trust Fund

EXECUTIVE SUMMARY:

The proposed Bill amends Section 18-11.8 to strike a provision that exempted properties with less than three rooms for rent from charging and submitting lodgers' tax. The proposed Bill also amends Section 18-11.17 SFCC 1987 to collect lodgers' tax revenue on the thirty-first and subsequent days for non-residential rentals and dedicate the revenue to the Affordable Housing Trust Fund.

BACKGROUND:

In the past two state legislative cycles, there have been two significant changes to the enabling legislation for lodgers' tax.

The first change was to eliminate the exemption for a rental with less than three rooms. This exemption was designed in the 1970s to exempt tiny Bed and Breakfast operations. With the advent of Short Term Rentals, the exemption provided a loop hole that too many short-term rental owners could claim, providing an unfair pricing advantage to the lodging establishments that do have to charge lodgers' tax.

The second change is to allow lodgers' tax to be charged on all rentals that are not for permanent or primary residential use, regardless of length of stay. Without that change, rentals of more than 30 days in length are exempt from lodgers' tax. The tax on the period of time over 30 days does not have the use restrictions on other lodgers' tax collected and can be used in any way the municipality wishes, provided it is specified in the local lodgers' tax ordinance.

The changes recommended to the lodgers' tax ordinance, in addition to some language cleanup, will bring Santa Fe's ordinance into uniformity with the revised state enabling legislation by eliminating the small rental exemption. The changes also provide for the City to collect lodgers' tax on all rentals that are not for primary residential use, by specifying the Affordable Housing Trust Fund as the recipient for lodgers' taxes collected from the 31st day of occupancy on.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

**AMENDING SECTION 18-11.3 SFCC 1987 TO DEFINE “TAXABLE PREMISES”
CONSISTENTLY WITH STATE STATUTE AND TO ADD A DEFINITION FOR
“PERMANENT RESIDENT”; AMENDING SECTION 18-11.8 TO MAKE IT
CONSISTENT WITH STATE STATUTE; AMENDING SECTION 18-11.17 TO
DIFFERENTIATE BETWEEN THE OCCUPANCY TAX AND THE CONVENTION
CENTER FEE, AND TO DEDICATE THE OCCUPANCY TAX COLLECTED ON THE
THIRTY-FIRST DAY AND SUBSEQUENT DAYS TO THE AFFORDABLE HOUSING
TRUST FUND; AMENDING SECTION 26-3.6 TO ADD THE DEDICATION TO THE
EXISTING LIST OF DEDICATIONS TO THE AFFORDABLE HOUSING TRUST FUND;
AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

**Section 1. Section 18-11.3 of SFCC 1987 (being Ord. No. 1992-27, § 4, as
amended) is amended to read:**

18-11.3 - Definitions.

1 ~~[As used in this section.]~~

2 ~~[Accounts receivable unit means the office, within the city of Santa Fe finance~~
3 ~~department, that is responsible for issuing business registrations.]~~

4 *Board* means the lodgers' occupancy tax advisory board established herein to make
5 recommendations for advertising, publicizing, and promoting tourist-related attractions,
6 facilities, and events to the governing body[;]; keep minutes of its proceedings; and submit its
7 recommendations, correspondence, and other pertinent documents to the governing body.

8 *Business licensing and registration office* means the office within the city of Santa Fe
9 that is responsible for issuing business registrations.

10 *City* means the city of Santa Fe.

11 *City cashier's office* means the office, within the city of Santa Fe finance department,
12 where all monies owed the city are collected and deposited. All lodgers' tax remittance will be
13 collected and deposited in the cashier's office.

14 *City clerk* means the city clerk of Santa Fe, New Mexico.

15 *City treasurer* means the finance department director.

16 *Convention center fee* means the two percent (2%) increment imposed by the city under
17 the Civic and Convention Center Funding Act, Sections 5-14-1 to 5-14-15 NMSA 1978.

18 *Gross taxable rent* means the total amount of rent paid for lodging, not including the
19 state gross receipts tax or local sales taxes.

20 *Increment* means a specified unit of the total percent of occupancy tax or convention
21 center fee imposed where the unit is derived by dividing the percent tax imposed into separate
22 parts of one percent (1%) or portions of one percent (1%).

23 *Lodgers' tax* ~~[shall be used to collectively refer to]~~ means the occupancy tax and
24 convention center fee, collectively.

25 *Lodging* means the transaction of furnishing rooms or other accommodations by a vendor

1 to a vendee who for a rent uses, possesses, or has the right to use or possess any room or rooms
2 or other units of accommodations in or at a taxable premises.

3 *Lodgings* means the rooms or other accommodations furnished by a vendor to a vendee
4 by a taxable service of lodgings.

5 *Occupancy tax* means tax on lodging authorized by the Lodgers' Tax Act, Sections 3-38-
6 13 to 3-38-24 NMSA 1978.

7 *Permanent Resident* means a person who resides, lies, and pays taxes in a particular
8 location that the person identifies as the person's "primary residence" for tax purposes.

9 *Person* means a corporation, firm, other body corporate, partnership, association or
10 individual, includes a property management company, includes an executor, administrator,
11 trustee, receiver or other representative appointed according to law and acting in a representative
12 capacity, but does not include the United States of America, the state of New Mexico, any
13 corporation, department, instrumentality or agency of the federal government or the state
14 government, or any political subdivision of the state.

15 *Rent* means the consideration received by a vendor in money, credits, property or other
16 consideration valued in money for lodgings subject to a lodgers' tax authorized in the Lodgers'
17 Tax Act and/or the Civic and Convention Center Funding Act.

18 *Taxable premises* means a hotel, [~~apartment, apartment hotel, apartment house,~~
19 ~~condominium, town home, casita, time share and fractional share lodge, lodging house, rooming~~
20 ~~house, motor hotel, bed and breakfast, guest house, guest ranch, ranch resort, guest resort, mobile~~
21 ~~home, motor court, auto court, auto camp, trailer court, trailer camp, trailer park, tourist camp,~~
22 ~~cabin, short term rental unit] motel, or other premises for lodging that is not the vendee's
23 household or primary residence.~~

24 *Tourist* means a person who travels for the purpose of business, pleasure or culture to the
25 city of Santa Fe.

1 *Tourist-related events* means events that are planned for, promoted to and attended by
2 tourists.

3 *Tourist-related facilities and attractions* means facilities and attractions that are intended
4 to be used by or visited by tourists.

5 *Tourist-related transportation systems* means transportation systems that provide
6 transportation for tourists to and from tourist-related facilities, attractions and events.

7 *Vendee* means a natural person to whom lodgings are furnished in the exercise of the
8 taxable service of lodging.

9 *Vendor* means a person furnishing lodgings in the exercise of the taxable service of
10 lodging.

11 **Section 2. Section 18-11.6 of SFCC 1987 (being Ord. No. 1992-27, § 6, as**
12 **amended) is amended to read:**

13 **18-11.6 - Registration.**

14 A. No vendor shall engage in the business of providing lodging in the city of Santa
15 Fe who has first not obtained a business registration as provided in this subsection[?].

16 B. Applicants for a vendor's business registration shall submit an application to the
17 [~~accounts receivable unit~~] business licensing and registration office stating the following
18 information:

19 (1) The name of the vendor, including identification of any person, as
20 defined in this section, who owns or operates or both owns and operates a place of
21 lodging and the name or trade names under which the vendor proposes to do business
22 and the post office address thereof;

23 (2) A description of the facilities, including the physical address(es), the
24 number of rooms, and the usual schedule of rates;

25 (3) A description of other facilities provided by the vendor or others to users

1 of the lodgings, such as restaurant, bar, cleaning, laundry, courtesy car, stenographer,
2 tailor or others, and a statement identifying the license/registration issued, to whom
3 issued, the authority issuing, and the period for which issued. If applicable, the
4 description shall also include the identification number provided by the taxation and
5 revenue department of the state of New Mexico;

6 (4) The nature of the business practices of the vendor and to what extent, if
7 any, ~~his~~ the business is exempt from the lodgers' tax;

8 (5) State of New Mexico gross receipts tax number (C.R.S. ID #); and

9 (6) Other information reasonably necessary to effect a determination of
10 eligibility for such license[;].

11 C. The ~~[accounts receivable unit]~~ business licensing and registration office shall
12 review applications for registration within ten (10) days of receipt thereof, and grant the
13 registration in due course if the applicant is doing business subject to the lodgers' tax[;].

14 D. An applicant who is dissatisfied with the decision of the ~~[accounts receivable~~
15 ~~unit]~~ business licensing and registration office may appeal the decision to the city manager by
16 written notice to the city clerk of such appeal to be made within fifteen (15) days of the date of
17 the decision of the ~~[accounts receivable unit]~~ business licensing and registration office on the
18 application. The matter shall be referred to the city manager for hearing in the usual course of
19 business. The decision of the city manager shall be expressed in writing and be communicated in
20 the same manner as the decision of the ~~[accounts receivable unit]~~ business licensing and
21 registration office is transmitted. The action of the city manager shall be deemed final[;].

22 E. If the city manager finds for the applicant, the ~~[accounts receivable unit]~~ business
23 licensing and registration office shall issue the registration or other notice conforming to the
24 decision made by the city manager.

25 **Section 3. Section 18-11.8 of SFCC 1987 (being Ord. No. 1992-27, § 7, as**

1 **amended) is amended to read:**

2 **18-11.8 Exemptions.**

3 Neither ~~[F]~~ the occupancy tax nor the convention center fee shall ~~[not]~~ apply to any portion
4 of the gross taxable rent under the following circumstances:

5 A. If a vendee:

6 (1) Has been a permanent resident of the taxable premises for a period of at
7 least thirty (30) consecutive days ~~[as evidenced by a lease or other long term lodging~~
8 ~~documentation]~~; or

9 (2) Enters into or has entered into a written agreement for lodgings at the
10 taxable premises for a period of at least thirty (30) consecutive days;

11 B. If the rent paid by the vendee is less than two dollars (\$2.00) a day;

12 C. To lodging accommodations at institutions of the federal government, the state, or
13 any political subdivision thereof;

14 D. To lodging accommodations at religious, charitable, educational, or philanthropic
15 institutions, including ~~[without limitation such]~~ accommodations at summer camps operated by
16 such institutions;

17 E. To clinics, hospitals, or other medical facilities; or

18 F. To privately-owned and operated convalescent homes, or homes for the aged,
19 infirm, indigent, or chronically ill[;].

20 ~~[G. — If the vendor does not offer at least three (3) rooms within or attached to a taxable~~
21 ~~premises for lodging, or at least three (3) other premises providing lodging facilities regardless of~~
22 ~~the number of rooms available at each taxable premises or a combination of these within the city.]~~

23 **Section 4. Section 18-11.17 of SFCC 1987 (being Ord. No. 1992-27, § 16, as**
24 **amended) is amended to read:**

25 **18-11.17 Use of lodger[']s' tax monies.**

1 A. _____ The proceeds of the occupancy tax [~~and convention center fee~~] shall be used to
2 defray costs as follows:

3 ~~[A.]~~1. Not less than one-half (½) of the proceeds derived from the first three
4 percent (3%) increments and not less than one-fourth (¼) of the proceeds of the tax in
5 excess of three percent (3%) increments shall be used for the purpose of advertising,
6 publicizing and promoting tourist-related attractions, facilities and events;

7 ~~[B.]~~2. Proceeds of the fourth one percent (1%) increment of the tax not
8 otherwise allocated by subsection 18-11.17A SFCC 1987 shall be used by the city for
9 advertising, publicizing, promoting of tourist-related attractions, facilities and events,
10 specifically as they relate to nonprofit art activities, and nonprofit performing arts in
11 Santa Fe less administration costs. The funds shall be administered by the arts
12 commission as created in Section 6-1 SFCC 1987, or its successor.

13 ~~[C.]~~3. After July 1, 1996, funds collected for use under paragraph A, herein,
14 and at least one-fourth (¼) of funds collected for use under paragraph B, herein, must
15 be spent within two (2) years of the close of the fiscal year collected.

16 ~~[D.]~~4. The proceeds in excess of the amount required by paragraph A, herein,
17 or allocated by the city, pursuant to paragraph B, herein, to be used for advertising,
18 publicizing and promoting tourist-related attractions, facilities and events may be used
19 for:

20 ~~[(1)]~~a. Collecting and administering the tax;

21 ~~[(2)]~~b. Audits;

22 ~~[(3)]~~c. Establishing, operating, purchasing, constructing, otherwise
23 acquiring, reconstructing, extending, improving, equipping, furnishing or
24 acquiring real property or any interest in real property for the site or grounds
25 for tourist-related facilities or attractions or transportation systems of the

1 municipality or the county in which the municipality is located;

2 [~~(4)~~]d. Advertising, publicizing and promoting tourist-related
3 attractions, facilities and events of the municipality or county and tourist
4 facilities or attractions within the area;

5 [~~(5)~~]e. Providing police and fire protection and sanitation service for
6 tourist-related events, facilities and attractions located in the respective
7 municipality or county;

8 [~~(6)~~]f. Principal and interest of revenue bonds issued as authorized by
9 Section 3-38-23 or 3-38-24 NMSA 1978; or

10 [~~(7)~~]g. Any combination of the foregoing purposes or transactions
11 stated in this section, but for no other municipal or county purpose.

12 [~~E.~~]5. Proceeds of the fifth one percent (1%) increment of the tax shall be used
13 by the city for establishing, operating, purchasing, constructing, otherwise acquiring,
14 reconstructing, extending, improving, equipping, furnishing or acquiring real property
15 or any interest in real property for the site or grounds for a new convention center, major
16 reconstruction or addition to the current convention center, or adjoining parking
17 facilities. These funds may be used for construction of other tourism related facilities
18 as limited by state law. Authorized uses may also be the payment of principal and
19 interest in connection with and any other charges pertaining to revenue bonds issued for
20 any of the above purposes. At the end of each four (4) years from the date of the
21 enactment of this fifth one percent (1%) increment, the occupancy tax advisory board
22 (OTAB) shall review and assess this section, determine the status of the authorized uses
23 as stated in this subparagraph [~~F.~~]5., and make a recommendation to the governing body
24 if the tax shall continue to be accrued for these purposes or if the tax and accumulated
25 proceeds shall be applied to any other use as authorized in other subsections of this

1 section for lodgers' tax. The governing body shall make the final determination through
2 an amended ordinance if the use is to be changed. If no action is taken, the ordinance
3 for the fifth one percent (1%) increment shall continue as stated.

4 6. Proceeds from the occupancy tax that are collected based on the thirty-
5 first (31st) and subsequent days during which a vendee rents lodgings in taxable
6 premises shall be dedicated to the affordable housing trust fund.

7 ~~[F.]B. The [P]roceeds of the [sixth one percent (1%) and the seventh one percent~~
8 ~~(1%) increments of the tax (also referred to as a] convention center fee[.] may be used by the~~
9 city for the following:

10 1. The design, construction, equipping, furnishing, landscaping, and other
11 costs associated with the development of a civic and convention center and adjoining
12 parking garage located within the city;

13 2. Payments of principal, interest, or prior redemption premiums due in
14 connection with and any other charges pertaining to revenue bonds authorized by the
15 Civic and Convention Center Fund Act, Sections 5-14-1 to 5-14-15 NMSA 1978,
16 including payments into sinking fund or reserve fund required by the revenue bond
17 ordinance;

18 3. Costs of collecting and otherwise administering the tax, provided that
19 administration costs shall not be paid if there are current payments due pursuant to
20 paragraph ~~[F.]B~~(2) of this subsection and that no more than ten percent (10%) of the
21 revenue collected in any fiscal year shall be used to pay administration costs;

22 4. Operation costs of the civic and convention center and adjoining
23 parking garage, provided that no such costs shall be paid if there are current payments
24 due pursuant to paragraph ~~[F.]B~~(2) of this subsection; and

25 5. Payments into a capital reserve fund established for the future payment

1 for capital maintenance and improvements and equipment replacement costs of the civic
2 and convention center and adjoining parking garage provided that:

3 a. No payments shall be made pursuant to this paragraph if there
4 are current payments due pursuant to paragraph ~~[F]~~B(2) of this subsection; and

5 b. At least once every five (5) years, the governing body shall
6 compare the amount of money in the fund with the expected future expenditures
7 from the fund and decide if the convention center fees may be reduced pursuant
8 to paragraph ~~[H]~~D of this section.

9 ~~[G.]~~C. The ~~[sixth one percent (1%) and the seventh one percent (1%) increments of~~
10 ~~the lodgers' tax (also referred to as a]~~ convention center fee~~)]~~ shall be imposed only for the
11 period necessary for payment of principal and interest on revenue bonds issued to accomplish
12 the purpose for which the revenue is dedicated, but the period shall not exceed thirty (30) years
13 from the date of the ordinance imposing the fee.

14 ~~[H.]~~D. The governing body may decrease the rate of the convention center fee if the
15 following are met:

16 (1) All required payments have been made pursuant to paragraph ~~[F]~~B of
17 this subsection and the required levels of and estimated payments from any reserve
18 fund, sinking fund, or capital reserve fund can be sustained at a decreased rate;

19 (2) The decreased fee will not otherwise directly or indirectly impair
20 outstanding revenue bonds issued under Section 5-14-13 NMSA 1978; and

21 (3) The local government division of the department of finance and
22 administration of the state of New Mexico finds that the requirements of paragraphs
23 ~~[H]~~D(1) and (2) of this subsection have been satisfied and otherwise approves the fee
24 decrease.

25 **Section 5. Section 26-3.6 of SFCC 1987 (being Ord. No. 2007-23, § 9, as amended) is**

1 amended to read:

2 **26-3.6 Dedication.**

3 The following shall be dedicated to the affordable housing trust fund.

4 A. Tierra Contenta:

5 (1) All payments received from the sale of property in Tierra Contenta that
6 has been reserved for affordable housing as of the date of the passage of this ordinance;

7 (2) Thirty-five percent (35%) of all payments received from the sale of
8 property in Tierra Contenta received after the date of the passage of this section; and

9 (3) All interest earned from the above.

10 B. All proceeds of loans that have been recorded against various affordable housing
11 units through the capital improvements program funds—infrastructure loan funds.

12 C. Principal and interest payments made by the borrowers to the city for outstanding
13 AHTF loans.

14 D. Proceeds from shared equity loans which are realized when a housing
15 opportunity program home or Santa Fe homes program unit is sold on the open market.

16 E. All in-lieu-of contributions or fractional payments received from developers as
17 an option to meet the Santa Fe Homes requirements.

18 F. All in-lieu-of contributions received from developers of qualifying residential
19 projects within the Midtown LINC overlay district, as defined in Section 14-5.5(D) SFCC 1987,
20 [~~shall be applied~~] but only applied within the following locations:

21 (1) The Midtown LINC overlay district;

22 (2) Qualified [~~C~~]census tracts (as defined by the United States
23 [~~D~~]department of [~~H~~]housing and [~~U~~]urban [~~D~~]development) adjacent to the boundaries
24 of the Midtown LINC overlay district; or

25 (3) Existing residential developments adjacent to the boundaries of the

Signature: Randy Randall

Email: rrandall@santafenm.gov

Signature:  Bradley Fluetsch (Mar 26, 2021 15:52 MDT)

Email: bjfluetsch@santafenm.gov

1 Midtown LINC overlay district.

2 G. Proceeds from the occupancy tax that are collected based on the thirty-first
3 (31st) and subsequent days a vendee rents lodgings in taxable premises shall be dedicated to the
4 affordable housing trust fund pursuant to Subsection 18-11.17(A)(6) SFCC 1987.

5 [~~G~~] H. Other funds that may be identified from time to time [~~which~~] that are suitable
6 and appropriate for allocation to the AHTF. These may include on-going, dedicated funding
7 sources as well as one-time funding that is specifically approved by the governing body.

8 **Section 6. Editor’s Note: SFCC 1987 is hereby amended to strike all references**
9 **to “lodger’s tax” and “lodgers tax” and insert in lieu thereof “lodgers’ tax”.**

10 **Section 7. Effective Date.** This ordinance shall take effect on the first day of the
11 first month following adoption by the governing body.

12 APPROVED AS TO FORM:

13 
14 _____
15 ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2021/Bills/Lodgers’ Tax Amendments

FISCAL IMPACT REPORT**General Information:**(Check) Bill: X Resolution: _____Short Title(s): Lodgers' Tax AmendmentsSponsor(s): Mayor WebberReviewing Department(s): Finance Department, TOURISM Santa FeStaff Completing FIR: Brad Fluetsch/Randy Randall Date: _____ Phone: 955-6885/955-6209Reviewed by City Attorney:  Date: Mar 30, 2021Reviewed by Finance Director:  Date: Mar 29, 2021**Summary:**

The proposed Bill updates the City's Lodgers' Tax ordinance to be consistent with, and take advantage of, several changes made by the State of New Mexico to the State's Lodgers' Tax Act. The sections that were updated in the State's Lodgers Tax Act, NMSA 1978, Section 3-38, relate to the City's Lodgers' Tax Ordinance, Section 18-11.8 – Exemptions and Section 18-11.17 – Use of Lodgers' Tax Monies.

Changes made to the State statute, Section 3-38-16, remove the automatic exemption for rental for over 30 consecutive days, or when evidenced by a written lease; and allow local governments to collect the Lodgers' Tax after thirty days, if the premises rented are not the vendee's household or primary residence. Proposed changes to the City's Code 18-11.8 Exemptions, Section A (referred to as Exemption A), would align the City's code with the changes authorized in State law by authorizing the application of lodgers' tax on non-permanent residents for stays in excess of 30 days. Previously, all stays greater than 30 days were exempt.

Additionally, changes made to the State statute, Section 3-38-21, allow the occupancy tax revenue from the 31st day and subsequent days to be used for any municipal purposes so long as the uses are stated in the ordinance imposing the tax. Proposed amendments to Section 18-11.17 would dedicate proceeds from the occupancy tax that are collected on the 31st day and subsequent days a vendee rents lodgings in a taxable premises to the affordable housing trust fund.

Changes made to the State statute, Section 3-38-16, remove an exemption from the local-option occupancy tax for short-term rentals (less than 30 days) with three rooms or fewer within or attached to a taxable premises for lodging or at least three other premises for lodging or a combination of these within the taxing jurisdiction. Proposed changes to the City's Code 18-11.8 – Exemptions, paragraph G (referred to as Exemption G) make the changes authorized by State statute by removing a the following language "If the vendor does not offer at least three (3) rooms within or attached to a taxable premises for lodging, or at least three (3) other premises providing lodging facilities regardless of the number of rooms available at each taxable premises or a combination of these within the city."

Departments Affected:Land Use, Finance, Tourism, Arts and Culture and Affordable Housing.**Consequences of Not Enacting Legislation:**

The City would forego a substantial new revenue source for the Tourism and Arts and Culture Departments and the City's ordinance would be inconsistent with New Mexico statutes.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

The changes in Section 5 of this Bill are identical to those made in Section 2 of Bill No. 2021-9, “Affordable Housing Dedication”. Other changes included in the Bill are intended to City Code consistent with State statute.

Performance and Administrative Implications:

While there may be increased revenue, the elimination of Exemptions A and G in the City Code has the potential to add hundreds of new monthly lodgers’ tax filers. Changes in Exemption A will require the lodgers’ tax filing form to be amended to include the new class of revenue – lodgers’ tax greater than 30 days has a different dedication than all other lodgers’ tax revenues. The new dedication to the Affordable Housing Trust Fund will require an additional line item be added to the general ledger, and will increase the Cashiers’ Office work load. The changes will also impact enforcement, regulation, and audit functions.

Changes in Exemption G will substantially increase the Finance Department’s Treasury Division workload. In September 2020, there were 991 short-term rental permittees in Land Use’s Energov System. Of those 991 permits, 708 had fewer than three rooms available for short-term rentals and therefore exempt from lodgers’ tax. Under current City Code, those vendors are in compliance by filing an exemption form for the year. With the proposed changes, those vendors will be required to file monthly lodgers’ tax forms, increasing the Treasury Division workload for processing the monthly tax payments. This will require a full-time FTE dedicated to processing nearly 1000 monthly tax filings as well as increasing the number of financial transactions. Changes in Exemption A may also increase the number of lodgers’ tax filers, including non-traditional filers such as apartment owners, and other vendors that lease living units such as duplexes or triplexes to vendees whose permanent residence is elsewhere.

Fiscal Implications:

In general there will be a positive impact to the City by bringing more short-term rentals into the tax base, as the City can afford to expend more effort in enforcing the occupancy tax and the collateral gross receipts tax which the City does not manage or enforce. The magnitude of the increase in tax base is an only an estimate.

The proposed changes will expose more lodging units to the lodgers’ tax by taxing temporary lodging after the current 30-day period. Additionally, the proposed changes removes restrictions on the use of the additional funds. Under current statute, use of the proceeds of the lodger’s tax is restricted to tourist-related activities but the proposed changes would dedicate the additional proceeds to the Affordable Housing Trust Fund.

Fiscal Impact:

The changes to Exemption A may lead to an estimated \$546,000 of additional lodgers’ tax revenue per year. Of that, \$546,000, revenue derived from the first 30 days, would be allocated per existing code to TOURISM Santa Fe and the Arts and Culture Department. In order to estimate the fiscal impact, Finance staff sampled AirBNB lodgers’ tax returns for exemptions. AirBNB units were exempting roughly 20 percent of their pre-covid revenues, \$400,000-\$600,000 per month, depending on the month. The average sample was over \$30,000 per month of exempted lodgers’ tax revenue. AirBNB said the only exemption it used was the 30-day exemption.

AirBNB’s exempted rental income would approximate \$360,000 per year in increased lodgers’ tax revenue collected by the City. AirBNB is lodging aggregator, but is estimated to represent half the market of short-term rental lodgers’ tax payments. The \$546,000 represents a conservative estimate of what would be collected by the City. This estimate does not include apartment rentals to non-permanent residents or improved compliance. The elimination of Exemption G may generate an estimated \$30,000 of additional lodgers’ tax per year. The proposed changes in Section 18-11.17 would allocate revenue derived from the 31st day and subsequent days to Affordable Housing Trust Fund. To oversee and manage these changes, an additional accounting FTE for the Treasury Division would have salary and benefits costs of \$140,000. The net increase in revenue to the City is estimated at \$436,000 for TOURISM Santa Fe, the Arts and Culture Department, and the Affordable Housing Trust Fund.

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N) Yes	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	\$ 35,000	\$140,000	\$140,000	Y	R	213/Lodgers Tax	
Benefits*							
Capital Outlay	\$	\$	\$				
Contractual/	\$	\$	\$				
Professional Services							
Operating	\$	\$	\$				\$
Total:	\$ 35,000	\$140,000	\$140,000				\$305,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

This legislation substantially increases the number of lodgers' tax returns that require monthly processing as well as additional transactions for the Cashiers' Office to process. This adds one FTE to whose primary responsibility is the administration of lodgers' tax.

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$	\$	\$		
Special Revenue	\$150,000	\$576,000	\$625,000	R	213; 240
CIP	\$	\$	\$		
Enterprise	\$	\$	\$		
Internal Service	\$	\$	\$		
Trust and Agency	\$	\$	\$		
Federal	\$	\$	\$		
Other	\$	\$	\$		
Total	\$150,000	\$576,000	\$625,000		

Revenue Narrative:

The inclusion of rentals over 30 days may increase revenues annually. The estimated revenue increase above is based on an increase of 120,000 room nights annually at a rate of \$65 per night. That is \$7.8 million in previously untaxed revenue going to lodging vendors. The elimination of the number of rooms exemption may generate additional revenue, potentially \$30,000 per year, but will assist greatly with the enforcement and collection of lodgers' tax. These changes to the City Code, in combination with the capabilities of the new ERP system, will enhance the City's enforcement capability by comparing who is filing the monthly lodgers' tax returns with who has business licenses and short-term rental permits.

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7q

CONSIDERATION OF BILL NO. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define "Taxable Premises" Consistently with State Statute and to Add a Definition for "Permanent Resident"; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the ThirtyFirst Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
 Governing Body (Request to Publish): 03/31/21
 Finance Committee: 04/5/21
 Quality of Life Committee: 04/7/21
 Governing Body (Public Hearing): 04/28/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/31/2021, with the recommendation to come back to the 4/12/2021 Public Works and Utilities Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	excused		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/28/21

o) CONSIDERATION OF BILL NO. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define “Taxable Premises” Consistently with State Statute and to Add a Definition for “Permanent Resident”; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the Thirty-First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Introduced: 2/11/21
 Public Works and Utilities Committee: 03/29/21
 Governing Body (Request to Publish): 03/31/21
 Finance Committee: 04/5/21
 Quality of Life Committee: 04/7/21
 Public Works and Utilities Committee: 04/12/21
 Governing Body (Public Hearing): 04/28/21

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	Excused		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/28/2021

ISSUE:

CONSIDERATION OF BILL NO. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define "Taxable Premises" Consistently with State Statute and to Add a Definition for "Permanent Resident"; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the Thirty-First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Introduced: 2/11/21
 Public Works and Utilities Committee: 03/29/21
 Governing Body (Request to Publish): 03/31/21
 Finance Committee: 04/5/21
 Quality of Life Committee: 04/7/21
 Public Works and Utilities Committee: 04/12/21
 Governing Body (Public Hearing): 04/28/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Governing Body; Public Works and Utilities Committee

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		





City of Santa Fe, New Mexico


Memorandum



DATE: April 1, 2021

TO: Governing Body
Finance Committee
Public Works/ Public Utilities Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer 
Shannon Jones, Public Utilities Director 

FROM: Andrew Erdmann, Water Conservation Specialist 

ITEM AND ISSUE:

Request for the Approval of a contract in the Total Amount of \$254,791.27 for the term of the contract, for Water Conservation Public Relations and Public Outreach Professional Services through FY 2024; PK Public Relations; Andrew Erdmann, paerdmann@santafenm.gov, 505.633.4928.

BACKGROUND AND SUMMARY:

The Water Conservation Office makes extensive use of public outreach venues including social media, the savewatersantafe.com website, print media, radio, and direct customer outreach to communicate with City of Santa Fe Water customers. The topics communicated are responsive to current events such as the current drought conditions or community events, and to opportunities such as the Bee’s City, USA initiative and the ongoing tree canopy project. The savewatersantafe.com website also serves as the primary means of collecting customer applications for water conservation rebates and for archiving water conservation planning information, like the recently updated 5-Year Water Conservation Plan, for customer reference.

The purpose of this contract is to provide technical, planning, content, and design expertise for the outreach efforts of the Water Conservation Office. The contractor shall lead and work with staff in the development and coordination of content across media platforms, provide support in annual public meetings held to report to the public as well as to collect feedback and input, and provide detailed and reflective reporting on the effectiveness of these efforts.

Funding for the amount allotted for FY 21 is available in current year budget in the amount of \$13,409.38. Funding for each new FY will be requested in the in each new FY Budget Submittal.

PROCUREMENT METHOD:

The procurement method is RFP # 20/21/P

CONTRACT NUMBER:

The FY20 Munis contract number is 3202620.

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund/505
Munis Org Name/Number: Water Conservation/5050382
Munis Object Name/Number: Service Contracts/ 510310

ACTION REQUESTED:

The City of Santa Fe Water Conservation Office respectfully requests your review and approval.

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

- 1) The Contractor will maintain and develop outreach efforts for the Water Conservation Office (WCO) and work with staff to develop strategies consistent with the goals and priorities of the office.

a) Outreach Strategies:

The Contractor will serve as the primary expert and lead in strategizing, designing, and implementing the following WCO’s outreach strategies:

- i. Media Strategy – the contractor will bring expertise in media strategies and will work with staff to develop and plan campaigns for various WCO priorities and projects and to roll them out across the outreach platforms available to the WCO.
- ii. Reporting – the Contractor will provide monthly and quarterly reports of ongoing outreach projects, including social media and <https://www.savewatersantfe.com> and their effectiveness in metrics appropriate to each media.

b) Website

The WCO website, <http://www.savewatersantafe.com> is independent of the City’s website and is used to disseminate information about ongoing water conservation priorities, to collect public input, and to manage the submission of rebate applications. The website is well established and the goal is to maintain and continue to improve the existing site as follows:

- i. Hosting – the contractor will manage the hosting of <https://www.savewatersantafe.com>
- ii. Design – the contractor will work with the existing website design and make additions and changes as needed to maintain alignment with evolving office priorities.

- iii. Content – development of content promoting with themes, projects, and priorities identified by the WCO including photos, text video, links, and other media support as needed.
- iv. Support – the contractor will provide support to address technical issues with the website as they arise.
- v. Planning – the contractor will provide support to address technical issues with the website as they arise.
- vi. Rebate Submittals – one of the core missions of the WCO is the rebate program which allows water customers to receive rebates for eligible appliance and irrigation equipment purchases. The contractor will support a rebate application portal so that customers can apply for rebates and upload documentation online.
- vii. Public Input Submittals – the website collects public input through general submissions and, at times, through specific questionnaires. The contractor will provide the technical support to collect public input and provide it to staff.

c) Social Media

The WCO uses social media to make information about conservation programs including rebates, educational opportunities, public meetings, notices restrictions (time of day or drought), and general water conservation related content. The goal is to maintain the visibility of the WCO through various platforms to reach as large and diverse a group of Santa Feans as possible.

- i. Facebook – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.
- ii. Instagram – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.
- iii. NextDoor – monitor the WCO NextDoor account and ongoing neighborhood discussions in Santa Fe to find opportunities for WCO to reach out to Home Owner Association’s (HOA’s) and neighborhood communities.
- iv. Social Media Expansion – the contractor shall maintain an understanding of the social media market and shall provide direction as new social media tools – either through existing outlets or new ones – provide opportunities for the WCO.

d) Other Outreach Outlets

The Contractor will lead in all aspects of media outreach including print, radio and television. The contractor will also provide support with the design, implementation, and assessment of public meetings or their socially distanced equivalent.

- i. Develop Content – The contractor, working with WCO staff, will develop print, radio, and television content consistent with other outreach efforts and in alignment with WCO priorities.
- ii. Media Planning and Research – the contractor will be responsible for planning, researching, and identifying suitable media outlets and determining appropriate levels of investment for the WCO.
- iii. Public Meetings – The WCO holds occasional public meetings, including at least two in July related to the Five-Year WCO plan. The contractor will assist in planning, adapting, conducting, and evaluating the effectiveness and input collected from these meetings.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred fifty four thousand seven hundred ninety one dollars and twenty seven cents (\$254,791.27) as described in Exhibit A attached hereto, for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of twelve thousand three hundred sixty six dollars (\$12,366) in (FY2021) through (FY2022) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one thousand hundred forty-three dollars and thirty-eight cents (\$1,043.38) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars (\$74,200) in (FY2022) through (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents (\$6,260.63) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars (\$74,200) in (FY2023) through (FY2024). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents (\$6,260.63) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars (\$74,200) in (FY2024) through (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents (\$6,260.63) shall be paid by the City to the Contractor.

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 thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **6/30/24** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. 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.

8. 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.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. 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.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. 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 Section 38-3-1 (G) NMSA 1978. 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.

18. 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.

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. 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.

24. 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.

25. 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.

26. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
PK Public Relations
Attn: Lynn Komer
112 Sol y Lomas
Santa Fe, NM 87505

27. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:
PK Public Relations

ALAN M. WEBBER, MAYOR



NAME

DATE: _____

Principal, PK Public Relations
TITLE

DATE: April 1, 2021

CRS# 47-11194219

Registration # 226519

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (Apr 1, 2021 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050382.510310 AL
Org. Name/Org#. AL

CITY OF SANTA FE WATER CONSERVATION OFFICE RESPONSE



PUBLIC RELATIONS AND PUBLIC OUTREACH FOR
THE WATER CONSERVATION OFFICE

RFP # 21/20/P
PROPOSAL DUE DATE: FEBRUARY 19, 2021



COST PROPOSAL

APPENDIX C COST RESPONSE FORM



We are a collaborative consulting model that shares expert influence, resources, and marketing muscle to put our client's ambitions at the center of every action. Every step of the way, the client is supported by the best set of skills and expertise to meet their needs.

Unlike larger and traditional marketing firms, we are able to better harness the complementary skills and specific expertise that are unique to each client's objective and goals. This keeps overhead and costs down to best maximize any public or private budget while providing the client with an expert foundation designed for their personal needs.

APPENDIX C COST RESPONSE FORM

Description	Type	Quantity/Hours	Cost Per Item*
	Hourly	Monthly	Annual
Project Manager	\$140	15 hrs x 12= 180	\$25,200
Media Coordinator	\$90	5 hrs x 12 =60	\$ 5,400
Water Expert Coordinator	\$90	10 hrs x 12= 120	\$10,800
Graphic Design	\$75	10 hrs x 12= 120	\$15,000
Advertisement	\$90	10 hrs x 12= 120	\$10,800
Social Media Coordinator	\$75	10 hrs x 12= 120	\$9,000
TOTAL			\$74,200
Annual Cost			\$74,200

Option Year 1: (05/01/21 thru 06/30/21) Price: \$12,366.66
Option Year 2: (07/01/21 thru 06/30/22) Price: \$74,200.00
Option Year 3: (07/01/22 thru 06/30/23) Price: \$74,200.00
Option Year 4: (07/01/23 thru 06/30/24) Price: \$74,200.00

*"These estimates do not include New Mexico Gross Receipts Tax. All applicable gross receipts tax will be charged in addition to these cost estimates."





City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202620

Contractor: PK Public Relations

Description: **Water Conservation Public Relations and Public Outreach. 4 year term
FY 21 \$13,409.38 inclusive of nmgrt
\$80,460.63 per FY after**

Contract Agreement Lease / Rent Amendment

Term Start Date: 5/1/21 Term End Date: 6/30/24

Approved by Council Date: Pending

Contract / Lease: Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: Pending

Amendment is for:

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

3. **Procurement History: 20/21/P March 2021**

Fran Duway
Fran Duway (Apr 6, 2021 10:25 MDT)

Apr 6, 2021

Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: RFP 20/21/P issued for award of contract - 4 years w/budget approval for additional 3.

4. **Funding Source: Water Enterprise Fund**

Alexis Lotero
Alexis Lotero (Apr 5, 2021 17:33 MDT)

Org / Object: 5050382.510310

Apr 5, 2021

Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: PK Public Relations

Procurement Title: PUBLIC RELATIONS AND PUBLIC OUTREACH FOR THE WATER CONSERVATION OFFICE

Solicitation RFP#: RFP # 21/20/P

Department Requesting/Staff Member: PUD/ Water Conservation Andrew Erdmann

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Andrew Erdmann, Water Conservation Specialist

Department Rep Printed Name and Title

Parry Andrew Erdmann
Parry Andrew Erdmann (Apr 1, 2021 14:23 MDT)

Department Rep Signature attesting that all information included

Fran Duraway
Fran Duraway (Apr 6, 2021 10:25 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc. (purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.

*

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made (pending approval of contract) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT* pending approval

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

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

PROTEST (If applicable)*

YES **N/A**

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES **N/A**

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original proposal (s) with no redactions |
|--------------------------|-------------------------------------|--|

Andrew Erdmann, Water Conservation Specialist

Department Rep Printed Name and Title

Barry Andrew Erdmann
Barry Andrew Erdmann (Apr 1, 2011 14:23 EDT)

Department Rep Signature attesting that all information included

Signature: *Shannon Jones*

Email: swjones@santafenm.gov



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

December 3, 2020

City of Santa Fe
200 LINCOLN AVE
SANTA FE NM 87501

Account Information:

Policy Holder Details :	LYNN PITCHER KOMER, LLC
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (888) 242-1430

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2020

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 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 USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 242-1430 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED LYNN PITCHER KOMER, LLC 112 SOL Y LOMAS DR SANTA FE NM 87505-5749	INSURER A : Hartford Casualty Insurance Company 29424	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		65 SBM NN7818	01/01/2021	01/01/2022	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS						BODILY INJURY (Per person)	
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A					E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			65 SBM NN7818	01/01/2021	01/01/2022	Each Claim Limit	\$5,000
							Aggregate Limit	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. City of Santa Fe is an additional insured per the Business Liability coverage form S0008 attached in this policy.

CERTIFICATE HOLDER City of Santa Fe 200 LINCOLN AVE SANTA FE NM 87501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>

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BUSINESS REGISTRATION



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

Business Name: P.K. PUBLIC RELATIONS
DBA: P.K. PUBLIC RELATIONS
Business Location: 112 SOL Y LOMAS DR
ANNX1
SANTA FE , NM 87505
Owner: PITCHER KOMER LYNN
License Number: 226519
Issued Date: March 30, 2021
Expiration Date: March 30, 2022
CRS Number: 02374602005
License Type: Business License - Renewable
Classification: Business Registration - Standard
Fees Paid: \$35.00

P.K. PUBLIC RELATIONS
112 SOL Y LOMAS
SANTA FE, NM 87505

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

DATE: April 2, 2021
TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe
FROM: Andrew Erdmann, Procurement Manager
City of Santa Fe Water
SUBJECT: Evaluation Committee Report, Public Relations and Public Outreach for the Water Conservation Office RFP # 21/20/P

In accordance with the Request for Proposals for Public Relations and Public Outreach for the Water Conservation Office issued January 22, 2021, two responses were submitted from the following Offerors: PK Public Relations and Tripepi Smith and Associates, Inc. and evaluated by the committee.

The combined scores assigned 1085.37 points to PK Public Relations and 818.67 points to Tripepi Smith and Associates.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Christine Chavez, Water Conservation Manager
Maya Martinez, Utility Fiscal Administrator
John Delmar, Engineer

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

- March 2, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposals.
- March 8, 2021: Evaluation Committee met to finalize scoring and review of the Offeror technical proposals.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (350 Total Points)

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates, Inc.</u>
<u>Offeror Points</u>	340	306.67

Organizational Experience

Specifications:

- a) Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Public Relations and Public Outreach. All Public Relations and Public Outreach provided to private sector will also be considered;
- b) Provide a detailed resume of a senior level media and public relations coordinator experienced in development and guidance of public communications, marketing, outreach and education activities. The resume should show years of experience planning and executing the full spectrum of strategic public relations and activities including budgeting, media, and governmental relations; At least 10 years' experience is desired, but all other applications with various years of experience will be accepted and considered with complete experience documentation.
- c) Provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as personnel who would work directly with WCO staff. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses

PK Public Relations

The Evaluation Committee awarded PK Public Relations 340 points based on the Offeror's response.

- Staff resumes show senior experience in excess of 10 years
- Relevant experience in water conservation in Santa Fe
- Small firm
- No licenses included

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi Smith and Associates 306.67 points based on the Offeror's response.

- Staff resumes show senior experience in excess of 10 years
- Large staff
- Certifications included
- Unclear division of labor and leadership
- No local experience in Santa Fe

Section IV.B.2, Organizational References (0 Total Points)

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates, Inc.</u>
<u>Offeror Points</u>	n/a	n/a

Section IV.B.3, Oral Presentation (0 Total Points)

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates, Inc.</u>
<u>Offeror Points</u>	n/a	n/a

Section IV.B.4, MANDATORY SPECIFICATIONS (350 Total Points)

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates, Inc.</u>
<u>Offeror Points</u>	346.67	306.67

Mandatory Specifications

Specifications:

Outreach Strategies

- The contractor will have experience leading, strategizing, and designing outreach strategies. The Offeror shall provide two (2) examples of outreach material developed for clients showing technical expertise in numerous platforms.
- The contractor will have expertise in reporting on the effectiveness of outreach materials and strategies. The Offeror shall submit evaluations of two (2) previous outreach projects including metrics for measuring effectiveness of multiple outreach strategies.

Website

- The contractor will serve as the technical and design manager of the WCO's website including all aspects outlined in the Detailed Scope of Work (section IV A, Website). The Offeror shall submit written description, including links, of relevant website work demonstrating the abilities needed to fulfill the scope relative to savewatersantafe.com.

Social Media

- The contractor will serve as the social media manager for the WCO including Facebook, Instagram, NextDoor, and monitoring for new opportunities. The Offeror shall submit a Curriculum Vitae (CV) of social media experience with emphases on audience expansion and communicating complex information including links, images, and other material that conveys the Offeror's social media skill.

Other Outreach Outlets

- The contractor will serve as lead in planning and research for print, radio and television media. The Offeror shall submit a CV of traditional media (print, radio and television) experience with emphases on conservation messaging and program effectiveness.
- The contractor will serve as an integral team member in the planning, adaptation, implementation, and assessment of public meetings at least twice a year. The Offeror shall submit a summary of a public meeting at which s/he worked with a public entity to conduct a public meeting and/or online forum. The summary may include materials developed, outcomes, lessons learned, strategies employed, plans for socially distanced adaptations, and other material that demonstrates the Offeror's experience.

Evaluation Factors:

- The two (2) examples of outreach material developed for clients will be evaluated based on the technical expertise demonstrated, the breadth of technical approaches demonstrated, and the relevance of the examples to WCO subject matter.
- The evaluations of two (2) previous outreach projects will be based on the effectiveness of the materials and the clarity of the reporting.
- The suitability of the Offeror to support the website will be based on the presence and quality of any referenced website(s), the scope of involvement for the contractor in previous technical and design website work, and the quality of the reporting of the written description submitted.
- The social media Curriculum Vitae (CV) detailing the Offeror's social media experience will be evaluated for longevity of experience, relevance of experience, levels of success, and compatibility of the Offeror's approach to the CV and social media work with the goals of the WCO.
- The traditional media CV will be evaluated for relevance of past work to the needs of the WCO.
- The summary of a public meeting and/or online forum for which the Offeror worked with a public entity will be evaluated for the effectiveness of the event in terms of collecting relevant and detailed public input from a diverse and large audience.

PK Public Relations

The Evaluation Committee awarded PK Public Relations 346.67 points based on the Offeror’s response.

- Examples demonstrate water conservation experience
- Examples demonstrate local Santa Fe public outreach experience
- Marketing reports with metrics on effectiveness

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi and Smith and Associates, Inc. 306.67 points based on the Offeror’s response.

- Relevant conservation experience
- No local Santa Fe experience
- Examples did not show outcomes
- Qualitative metrics not included

Section IV.B.5, Desirable Specifications (200 Total Points)

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates, Inc.</u>
<u>Offeror Points</u>	200	143.33

Specifications:

Outreach Strategies

- The contractor will have experience leading, strategizing, and designing outreach strategies. The Offeror may provide examples of outreach material developed for clients showing subject matter expertise in water conservation.

Social Media

- The contractor will serve as the social media manager for the WCO including Facebook, Instagram, NextDoor, and monitoring for new opportunities. The Offeror may submit a social media plan showcasing expertise in areas such as: subject matter, local trends and issues, or innovative and highly impactful programs. The plan may also include tie-ins to ongoing WCO initiatives such as the 5-Year Water Conservation Plan Addendum and the WCO scorecard.

Other Outreach Outlets

- The contractor will serve as lead in planning and research for print, radio and television media. The Offeror may submit samples of print, radio, and/or television work showcasing work with public agencies.

- The contractor will serve as an integral team member in the planning, adaptation, implementation, and assessment of public meetings at least twice a year. The Offeror may submit a proposal for adapting public meetings, including collection of input, for the needs of social distancing.

Evaluation Factors:

- Examples of outreach strategies showing subject matter expertise in water conservation, if submitted, will be evaluated for relevance of the materials and projects to those being considered or conducted by the WCO.
- The Social Media Plan showcasing expertise in subject matter, local trends and issues, or innovative and highly impactful programs will, if submitted, be evaluated with an eye to the Offeror's knowledge and experience with water conservation, understanding of relevant local and professional trends, and experience in innovative and impactful campaigns.
- Tie-ins to ongoing WCO programs such as the 5-Year Water Conservation Plan Addendum and the WCO scorecard will be evaluated for suitability and Offeror knowledge.
- Examples of print, radio, and/or television work showcasing work with public agencies, if submitted, will be evaluated based on the quality and relevance of the work.
- The proposal for adapting public meetings for the needs of social distancing, if submitted, will be evaluated for suitability, thoroughness, and innovation.

PK Public Relations

The Evaluation Committee awarded PK Public Relations 200 points based on the Offeror's response.

- Numerous examples of relevant outreach experience
- Examples include social media outlets, radio, ads/graphics, television/video, and white papers
- Social media plan presented addresses rfp requirements
- Tie-ins to ongoing water conservation work in Santa Fe
- Experience with public meetings in Santa Fe
- Strategies addressed local trends

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi Smith and Associates, Inc. 143.33 points based on the Offeror's response.

- Numerous examples of relevant outreach experience
- Examples include social media outlets, radio, ads/graphics, and television/video.
- No ties to ongoing water conservation work in Santa Fe
- No public meeting experience demonstrated

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates, Inc.</u>
<u>Pass/Fail</u>	Pass	Pass

Specifications:

The Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror’s disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates, Inc.</u>
<u>Pass/Fail</u>	Pass	Pass

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100 Total Points)

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates, Inc.</u>
<u>Offeror Points</u>		

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C.

Evaluation Factors:

Cost will be measured by formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

PK Public Relations

The Evaluation Committee awarded PK Public Relations 100 points based on the Offeror's response.

- Annual Cost = \$74,200

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi Smith and Associates, Inc. 62 points based on the Offeror's response.

- Annual Cost = \$119,440

Section IV.C.4, NM Preferences

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates, Inc.</u>
<u>NM Business Preference</u>	98.6	0
<u>NM Veterans Preference</u>	n/a	n/a

Specifications:

The City shall award additional 10% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 6% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

The maximum available local preference shall be 10%.

Evaluation Factors:

When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 10% of the total possible points to a local resident business. The City shall award an additional 6% of the total possible points to a business who has hired all local resident business subcontractors.

PK Public Relations

Offeror submitted NM Resident Business Certificate. Offeror was awarded 98.7 Points.

Tripepi Smith and Associates, Inc.

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Public Relations and Public Outreach for the Water Conservation Office
RFP # 21/20/P
Evaluation Summary

	<u>PK Public Relations</u>	<u>Tripepi Smith and Associates</u>
Section IV.B 1. Technical Specifications Organizational Experience (350 Points)	340	306.67
Section IV.B 2. Technical Specifications Organizational References (0 Points)	n/a	n/a
Section IV.B 3. Technical Specifications Oral Presentation (0 Points)	n/a	n/a
Section IV.B 4. Technical Specifications Mandatory Specification (350 Points)	346.67	306.67
Section IV.B 5. Technical Specifications Desirable Specification (200 Points)	200	143.33
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass	Pass
Section IV.C 3. Business Specifications Cost (100 Points)	100	62
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 10%	98.7	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	n/a	n/a
TOTAL POINTS AWARDED	1085.37	818.67

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the Public Relations and Public Outreach for the Water Conservation Office RFP #21/20/P to the proposal receiving the highest scores along the natural point-break; PK Public Relations; subject to agreement between the City of Santa Fe Water and the selected Offerors. Awarding a contract to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval [Only Evaluation Committee, Procurement Manager and the Chief Procurement Officer sign the report. Add signature lines as necessary for additional Evaluation Committee names.]

Christine Chavez

Christine Chavez
Evaluation Committee Member

Date

3/31/21

Maya Martinez

Maya Martinez (Apr 7, 2021 11:47 MDT)

Maya Martinez
Evaluation Committee Member

Date

John Del Mar

John Del Mar (Apr 7, 2021 12:22 MDT)

John Delmar
Evaluation Committee Member

Date

Parry Andrew Erdmann

Parry Andrew Erdmann (Apr 7, 2021 11:49 MDT)

Andrew Erdmann
Procurement Manager

Date

Chief Procurement Officer Signature Approval

Fran Dunaway

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Date

3/31/21






PK PR 2021 PSA packet

Final Audit Report

2021-04-07

Created:	2021-04-07
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtQw9HZYaYobXGai2q5zXQbGHeWteaUKW

"PK PR 2021 PSA packet" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-04-07 - 5:19:49 PM GMT- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@ci.santa-fe.nm.us) for signature
2021-04-07 - 5:20:48 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
2021-04-07 - 5:21:42 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
Signature Date: 2021-04-07 - 5:22:40 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-04-07 - 5:22:40 PM GMT




City of Santa Fe, New Mexico


Memorandum



DATE: March 26, 2021

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Digester Project engineering construction and design contract with HDR. Amendment #5, for an extension of time and funding to complete the Digester Project. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; Request approval of the BAR Budget Increase in the amount of \$190,579.
 Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

Construction of CIP #950 has been under way since August 2019, and has a construction budget of approximately \$14MM. The original PSA with HDR is dated April 29, 2015 and included under terms and agreements, to provide Engineering, Design, and consulting services for the City. The contract had been previously amended for schedule extensions and an increase in budget. HDR has provided reviews of shop drawing submittals, requests for information, change order requests, project overview/management, and other engineering items.

Pandemic closures including inabilities of travel for subcontractors from foreign countries and other states created issues delaying construction causing added time to complete the project. Compounding issues internal project overview staff changes due to retirements created delays. Although the new digesters are online, completion of the project has been put on hold for the majority of 2020.

Completion costs described below:

Description	Fee (excluding NMGR)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Additional extended construction support 2021 (Lump Sum Allowance)	70,904.00
Total Amendment cost	175,749.50

PROCUREMENT METHOD:

Procurement method: Construction Bid

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000

Munis Object Name/Number: \$190,579 inclusive of nmgrt

ACTION REQUESTED:

Wastewater Management Division respectfully requests your review and approval of Amendment #5 in the amount of \$175,750.00+NMGRt, including an extension of one year to the contract. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period. Request approval of the BAR Budget Increase in the amount of \$190,579.


Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME PUD/Waste Water/ CIP					DATE 3/12/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
WWMD CIP Engineering	5000375	572960		190,579		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 190,579	\$ -	

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund
to HDR contract amendment #5 for FY 19/20.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(190,579)
TOTAL:	(190,579)

Maya Martinez Prepared By <i>{print name}</i>	3/12/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	 Michael Dozier (Mar 12, 2021 11:45 MST)
Division Director Signature <i>{optional}</i>	3/12/2021 Date	CITY COUNCIL APPROVAL City Council Approval Date	Budget Officer Date
Shannon Jones Department Director Signature	Date	Agenda Item #:	Finance Director <i>{≤ \$5,000}</i> Date
			City Manager <i>{≤ \$60,000}</i> Date

**CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551**

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; and

C. Pursuant to Article 18 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 SERVICES:

Article 1 of the Agreement is amended so that Exhibit "I", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of one hundred seventy five thousand seven hundred forty nine dollars and fifty cents (\$175,749.50) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, 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 rendered, a sum not to exceed one million two hundred fifty two thousand nine hundred sixty two dollars and sixty four cents (\$1,252,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 to December 31, 2021, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2021 unless terminated pursuant to Paragraph 6, infra.

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.5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Mar 30, 2021 14:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
HDR ENGINEERING, INC.

Aaron Meilleur

Aaron Meilleur

NAME & TITLE Vice President

DATE: Apr 1, 2021

CRS# 02-154898-00-6

City of Santa Fe Business Registration
15-00003460

5000375,572960 AL
Business Unit/Line AL

HDR #5
Exhibit I

Scope of Services

The scope of services included in this request consists of the additional effort for digester start-up and operations support, extended construction duration resulting from the COVID-19 pandemic, cogeneration electrical system design revisions, site civil design modifications and the completion of the construction phase.

The extended construction duration to date includes the following activities

- Additional construction coordination meetings
- Extended project management
- Additional review of change requests and pay applications
- Coordination for City requested system modifications

Other activities not anticipated in the original scope of services includes the following:

Digester start-up plan development and operations support including field support from HDR certified operators, review of data, and coordination meetings, and design modifications for digester gas has supports

Site civil design revisions and coordination

- Cogeneration power electrical revisions including review of PNM related design concepts and alternate power sources for cogeneration electrical panels
- Cogeneration gas supply coordination and design modifications

A summary of the requested fee associated with these additional activities is provided below. The 2021 extended construction support scope of services includes the following activities:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Weekly construction coordination meetings through end of April 2021
- Change request, change order, and pay application review
- Cogeneration regulator coordination and field modification

- Electrical coordination and assistance, as needed, regarding cogeneration start-up and testing

Assumptions, Clarifications and Exclusions:

- The proposed additional services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed additional services and extended construction support does not include construction claims or associated dispute resolution

Fee Summary

The following table provides a summary of additional costs incurred to date, remaining fee due for the belt filter press 3 project to be transferred and paid as part of the digester project, and a lump sum fee allowance for extended construction support to complete the cogeneration project and remaining punch list items. The costs summarized below exclude New Mexico Gross Receipts Tax (NMGRT)

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Total Lump Sum Due	104,846
Additional extended construction support 2021 (Lump Sum Allowance)	70,904



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200883

Contractor: HDR Engineering Inc.

Description: Engineering Design and consulting Digester project

PL# WWM195000A

Contract Agreement Lease / Rent Amendment

Term Start Date: 1/13/16 Term End Date: 6/30/20

Approved by Council Date: 1/13/16

Contract / Lease:

Amendment # 5 to the Original Contract / Lease # 16-0026

Increase/(Decrease) Amount \$ \$175,749.50

Extend Termination Date to: 12/31/21

Approved by Council Date: Pending

Amendment is for: additional scope to complete project and term extension.

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

\$722,528.14 Contract# 16-0026 Termination Date: 12/31/2017 Reason: Original Contract
\$0.00 Amendment # 1 #16-0528 Termination Date:NA Reason: Correct Address and Contractor
\$131,300.00 Amendment #2 #17-0056 Termination Date: 6/30/2018 Reason:Increase scope,comp, and term

\$0.00 Amendment #3 #18-0611 Termination Date:6/30/2019 Reason:increase term
\$223,385.00 Amendment #4 #19-0551 Termination Date: 6/30/2020 Reason:Increase scope, com

3. Procurement History: RFP 16/01/P 9/7/15

Sren Duany Apr 6, 2021
Fran O. Duany (Apr 6, 2021 17:29 MDT) Purchasing Officer Review: Date:

Comment & Exceptions: Can extend pursuant to 13-1-150.6 a. to extend for completion of construction project

4. Funding Source: N/A Org / Object: 5000375.572960

Alexis Lotero Apr 5, 2021
Alexis Lotero (Apr 5, 2021 17:37 MDT) Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HDR Engineering Inc.

Procurement Title: Consultant Serylces for Paseo Real Wastewater Treatment Plan Anaerobic Digester Project

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Public Utilities Dept WWMD Staff Name Mike Dozier

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Wastewater Division (Mar 12, 2021 11:43 MST)

Wastewater Management Division Director 3/12/2021

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

Fran Dunaway
Fran Dunaway (Apr 6, 2021 10:29 MDT)

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 any resulting contract.



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

BUSINESS REGISTRATION

Business Name: HDR ENGINEERING INC
DBA: HDR ENGINEERING INC

Business Location: 1917 S 67TH STREET
OMAHA, NE 68106

Owner: JOSEPH COX

License Number: 227005

Issued Date: January 26, 2021

Expiration Date: January 26, 2022

CRS Number: 02154898006

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

HDR ENGINEERING INC
1917 S 67TH STREET
OMAHA, NE 68106

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C. No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: Ohio Casualty Insurance Company		24074
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W16482011

REVISION NUMBER:

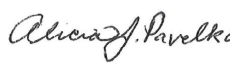
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	EUO (21) 57919363	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella Liability on a primary, non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella policy follows form of the underlying General Liability, Automobile Liability, Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SANTA FE, NEW MEXICO ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR. 2651 SIRINGO ROAD, BUILDING H SANTA FE, NM 87505	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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ACORD 25 (2016/03)

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SR ID: 19631312

BATCH: 1684684



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

ADDITIONAL INSURED: THE CITY OF SANTA FE



CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY)

5/20/2020

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	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED HDR ENGINEERING, INC. 1429583 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES * **CERTIFICATE NUMBER:** 14728156 **REVISION NUMBER:** XXXXXXXX

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2020	6/1/2021	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

CERTIFICATE HOLDER

14728156
 CITY OF SANTA FE, NEW MEXICO
 ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR
 2651 SIRINGO ROAD, BUILDING H
 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

Joseph M. Agnello

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Engineering design and consulting services, project management and construction oversight as specified in Exhibit "A" for CIP Project Number 950, PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred twenty two thousand five hundred twenty eight dollars and fourteen cents (\$722,528.14), plus applicable gross receipts taxes.

Payment shall be made for services actually rendered in accordance with Exhibit "C" Fee Schedule.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 31, 2017, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of

all work product, research or papers prepared under this Agreement.

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

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

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

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this 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.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff, P.E.
2155 Louisiana NE, Suite 9500
Santa Fe, NM 87110

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work
Exhibit B – Project Schedule
Exhibit C – Fee Schedule
Exhibit D – Insurance Certificate

IN WITNESS WHEREOF, the parties have executed this Agreement on the date

set forth below.

CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 11/5/16

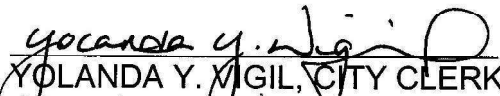
CONTRACTOR:
HDR ENGINEERING INC.


NAME AND TITLE DAVID SKINNER
AREA OPERATIONS MANAGER/
VICE PRESIDENT

DATE: 2/16/16

CRS# 02-154898-00-6
City of Santa Fe Business
Registration # 15-00003460

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/3/16

APPROVED AS TO FORM:

 11/16/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 1-20-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Part A - Further Description of Basic Services

The basic scope of services described in this exhibit will be provided for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of 2 new anaerobic digesters and associated equipment building to provide sludge treatment that will meet the City's (Owner) NPDES permit Class B sludge requirements. HDR Engineering, Inc.(Engineer) will provide all necessary disciplines to meet all local, federal, state Codes. The intent is to provide a sludge facility that will consist of the following main elements:

- Two concrete tanks capable of treating 65,000 gallons of thickened waste activated sludge per day
- Floating covers
- Equipment building for associated sludge treatment equipment that will blend with existing architectural style at the treatment plant
- The main anaerobic digester equipment will consist of the following:
 - Sludge transfer pumps
 - Recirculating sludge pumps and grinders
 - Hot water boiler and associated equipment with capability to use digester methane gas
 - Sludge mixing equipment
 - Heat exchanger
 - Hot water pumps
 - Digester flare
- Telemetry and Supervisory Control and Data Acquisition (SCADA) capability

The required sludge facility elements, types, and sizes will be determined as part of design related activities including active dialogue and collaboration with Wastewater Management Division Staff. Appropriate system redundancy will also be incorporated in design efforts to allow units to be taken out of service and maintain operation of the digester facility.

The following is a summary of the project tasks that will be completed as part of the scope of services:

1. Project Management Work Plan, Meetings, Coordination, and Project Management
2. Pre-Design
3. Conceptual Design (30%)
4. Preliminary Design (60%)
5. Pre-Final Design
6. Final Design
7. Bidding
8. Construction Management

A more detailed description of the activities associated with these tasks is included below.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

1. Project Management Work Plan, Meetings, Coordination, and Project Management

This task consists of the overall management of the project and will include: development and implementation of a project management plan; management of the project goals and objectives; monitoring and control of the project scope of work, budget, and schedule; management and coordination of HDR resources including staff scheduling; implementation of HDR's QA/QC program consisting of quality control reviews of all technical deliverables by senior technical staff; and preparation of monthly invoices and associated monthly progress reports.

The Project Management Plan will be developed in collaboration with the project stakeholders by preparing a DRAFT Work Plan for review and comment and a Final Work Plan that incorporates applicable review comments. The Project Management Plan will include the following:

1. Project description, summary of work and deliverables, project schedule
2. Project team, organization, and responsibilities
3. Communication protocols, documentation, meetings and workshops
4. Summary of approach to complete project
5. Summary of Quality control plan
6. Summary of project accounting and administration

Coordination efforts will also consist of verbal and written correspondence with the City of Santa Fe throughout the project including monthly coordination meetings by conference call or meetings in person throughout the duration of the project. A monthly summary of activities will be included with monthly invoicing.

2. Pre-Design Phase - Basis of Design:

The initial phase of the project design will consist of establishing the basis of design in collaboration with City staff. This task will also consist of completing a geotechnical analysis and survey that will be required to complete subsequent design tasks. The geotechnical investigation and survey will be completed during this phase of the project based on the digester site location identified by the City. The following is a summary of the activities for this task:

1. Prepare Basis of Design Technical Memorandum
2. Conduct Geotechnical Investigation
3. Conduct Design Survey

2.1. Geotechnical Investigation

HDR's geotechnical subconsultant will conduct a geotechnical investigation for the new digester facility to determine subsurface conditions required for structural design and construction recommendations. The geotechnical investigation will involve a review of all available geotechnical investigations from previous projects at the treatment plant and completion of an on-site investigation. The geotechnical services include:

- a. Drilling exploratory borings at the proposed digester facility location identified by the City. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 5 borings will be installed at a depth from 40 to 70 feet and the actual depths may vary depending on field conditions and final depth of planned infrastructure.
- b. Findings will be summarized in a geotechnical report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

2.2. Design Survey

HDR's survey subconsultant will complete a survey that will include topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

2.3. Basis of Design Technical Memorandum (TM)

This task will consist of establishing design criteria for the new digester facility through active dialogue and collaboration with City staff. This task will consist of the following activities:

- a. Review and evaluation of historical operations data including thickened sludge flows and performance characteristics of the existing digesters including volatile suspended solids destruction and detention time
- b. Process analysis using historical operations data to determine recommended digester sizing including estimated gas generation rates
- c. Evaluation of operational procedures for solids handling
- d. Evaluation of proposed site location and other location alternatives. This will include design considerations such as the demolition of the existing abandoned clarifier structure, location of existing yard piping, and potential corridors for new process and utility piping. Conceptual architectural elevations of the new facility will also be evaluated to match existing architecture.
- e. Complete site civil and storm drainage evaluation and recommendations
- f. Perform hydraulic calculations required to determine design considerations for the location and depths of the proposed digesters and equipment building with consideration of maximizing gravity flow if possible.
- g. Identify and evaluate digester mixing alternatives
- h. The City has identified floating covers as a requirement but HDR will also complete an evaluation of fixed and floating covers to document the proposed cover configuration. Evaluate equipment alternatives and select preferred alternative. Obtain manufacturer's information and data sheets for major equipment items. Establish design and performance criteria and select equipment. Review options and select materials of construction.
- i. Perform preliminary mechanical, electrical, and structural calculations required for the design of the facility.
- j. Develop preliminary opinion of probable construction cost and probable annual operations and maintenance costs.
- k. Evaluation of alternatives for the use of digester methane gas including a fuel source for the boiler and the possibility of power generation
- l. Evaluation of options to mitigate a corrosive environment for equipment. In areas where a harsh corrosive environment cannot be mitigated then the appropriate selection of material and equipment to function and withstand the environment will be specified
- m. Evaluate equipment monitoring and process control options to determine required instrumentation and control (I&C) and SCADA capability.

The activities above will be summarized in a technical memorandum (TM). The TM will include the following sections:

1. Design Objectives and Criteria
2. Applicable Codes and Regulation
3. Hydraulic Analysis
4. Digester Covers

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

5. Digester Mixing
6. Digester Heating Boiler System
7. Architectural/Structural Approach
8. Electrical
9. I&C
10. Summary Cost Estimate
11. Appendices: Equipment Data Sheets and Applicable Design Calculations

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

Deliverables: DRAFT and Final TM

3. 30% Conceptual Design

This task will consist of developing the design based on design criteria established in the Pre-Design phase. This will include the following tasks:

- a. Preparation of conceptual drawings that will incorporate survey mapping and include:
 - b. Preliminary Site Plan
 - 1) Preliminary Yard Piping Plan
 - 2) Preliminary Primary Clarifier Demolition Plan
 - 3) Preliminary Digester and Building Layouts
 - 4) Preliminary Process and Instrumentation Diagrams (P&ID)
 - c. Geotechnical investigation report
 - d. Outline of anticipated Technical Specifications
 - e. Budget-level opinions of probable construction cost
 - f. City review and approval

4. 60% Preliminary Design

Upon approval and direction from City Staff, HDR will prepare a 60% submittal that incorporates the 30% review comments and will include the following:

- a. Preliminary Construction Plans that will include the following:
 - 1) Site Civil and Utility Plans
 - 2) Process Plans
 - 3) Structural Plans
 - 4) Architectural Plans
 - 5) Mechanical Plans
 - 6) Electrical Plans
 - 7) Instrumentation and Control Plans
- b. Preliminary Technical Specifications that correspond to CSI Division 16 format and relevant City specifications including preliminary construction sequence and proposed coordination with plant operations.
- c. Opinion of probable construction cost
- d. City review and approval

5. Pre-Final Design

Upon approval and direction from City Staff, HDR will prepare a 90% submittal that incorporates the 60% review comments and will include the following:

- a. Detailed Construction Plans that will include the following:
 - 1) Site Civil (Grading and Drainage) and Utility Plans and Details
 - 2) Detailed Piping plans and profiles
 - 3) Process Plans and Details
 - 4) Structural Plans and Sections

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

- 5) Architectural Plans, Sections, Elevations, Schedules, and Details
- 6) Mechanical Plans, Schedules, Sections, and Details
- 7) Electrical Plans, One-line diagrams, schedules, and details
- 8) Instrumentation and Control Plans
- b. Detailed Specifications consisting of Technical specifications and relevant City specifications to be included in Construction Contract Documents
- c. City review of Construction Contract Documents
- d. Refine Opinion of Probable Construction Cost
- e. City review and approval

6. Final Design Phase (Plans, Specifications and Estimate Phase)

Upon approval and direction from City Staff, HDR will prepare a Final submittal that incorporates the review comments and will include the following:

- a. Final Plans and Specifications
- b. Final Opinion of Probable Construction Cost
- c. City Review and final approval
- d. Final Basis of Design Technical Memorandum

7. Bid Phase

This task phase will consist of assisting the City with bidding and will include the following activities:

- a. Assist City with preparation of bid advertisement
- b. Prepare pre-bid meeting agenda and attend pre-bid meeting
- c. Prepare pre-bid meeting minutes
- d. Answer questions from potential bidders regarding bidding documents
- e. Prepare addenda
- f. Attend bid opening
- g. Tabulate bid results and prepare recommendation

Bid advertisement will occur electronically using the City's website with technical bidding documents (plans and specifications) being provided by HDR in electronic (PDF) file format. 10 hard copies of the bidding documents will also be provided.

8. Construction Management

This task will consist of assisting the City with construction administration services during construction activities and will include the following activities:

- a. Engineer will conduct and lead the pre-construction conference
 - b. Engineer and resident project representative (RPR) will attend weekly construction meetings for a 9 month construction duration
 - c. Engineer will conduct weekly site visits for a 9 month construction duration on the same day as weekly construction meetings to perform general field oversight of Construction Contractor's (Contractor(s)) work while it is in progress.
- 1) Such visits by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general oversight of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and oversight, Engineer will determine in general if the Work is proceeding in accordance with the

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Contract Documents, and Engineer shall keep Owner informed of the progress of the Work

- 2) The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such general oversight of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the work, in accordance with the Construction Contract Documents.
 - 3) Engineer or RPR will reject Work if, on the basis of Engineer or RPR's oversight, Engineer or RPR believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. However, neither Engineer's or RPR's authority to reject Work nor Engineer's or RPR's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer or RPR to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- d. Provide the services of a full-time RPR for a 9 month construction duration.
- 1) The RPR will oversee the progress and quality of the work being completed by the construction contractor to determine if the Work is proceeding in accordance with the Construction Contract Documents and provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
 - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer or RPR shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall the RPR or Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents,

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

- e. Engineer will provide any necessary written clarification and interpretation relevant to questions or requests for information (RFIs) regarding the design and specifications during construction.
- f. Engineer will prepare field orders, if required, authorizing design adjustments for minor variations of Construction Contract Document requirements.
 - 1) Review all change order requests. Individually price all requests and compare contractor request. Facilitate successful negotiation of change orders; prepare change order documents.
 - 2) Engineer will analyze and facilitate correction of design changes resulting from unforeseen or undisclosed field conditions, as well as revisions requested by Wastewater Management Division or Designer before they become critical to schedule.
 - 3) RPR and Engineer will compile and update a report to Wastewater Management Division documenting all contract changes and costs to so that Wastewater Management Division has current information of total construction costs and budget allocation.
- g. The Engineer will review and approve material and shop drawing submittals provided by the Contractor as required by the Construction Contract Documents to complete Contractor's work. Reviews will be completed for conformance with information given in the Construction Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto and will not relieve the Contractor from completing an independent review to make sure the installed system conforms to the Construction Contract Documents.
 - 1) RPR will use Schedule of Shop Drawings and Submittals required to be submitted by Construction Contractor to develop and manage a tracking system.
 - 2) RPR will collect all material and equipment shop drawings and submittals in electronic file PDF format and maintain a log of all material and equipment shop drawings and submittals including all relevant comments and dates to document Contractor submittal date, engineer review and comment date. One hard copy of the shop drawings and submittals will be provided by the Contractor as part of Construction Contract Documents.
- h. The Engineer will review all change orders or change directives as required and make recommendations for approval or rejection.
- i. The Engineer will assist with claims review resulting from disagreements between the Owner and Engineer with the Contractor and make formal written decisions denying or approving claims relating to acceptability of Contractor's work or interpretations of the requirements of the Construction Contract Documents pertaining to the execution, performance, or progress of Contractor's work. Claims assistance will not include any activities associated with any legal action that may result between the Owner and the Contractor resulting from a claim. Activities associated with legal action between the Owner and Contractor resulting from a claim will require the negotiation of additional scope and fee to be completed as an additional service.
- j. The Engineer and RPR will review and approve monthly progress payments requests by the Contractor.
 - 1) Engineer will verify New Mexico Gross Receipts taxes for construction are at correct rate and accurately computed.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

- 2) Engineer and RPR review and approval of payment recommendations will be in writing and will constitute Engineer's and RPR representation to Owner, based on such observations and review, that, to the best of Engineer and RPR knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents)
 - 3) Neither Engineer's or RPR review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- k. Engineer will prepare as-built (Record) drawings based on Contractor provided redline record drawings.
 - l. RPR will manage and maintain construction files including contractor construction material and shop drawing submittals, progress payments, change orders, and claims.
 - m. RPR will maintain all required construction management documentation in RPR field office. The RPR field office will be located in the Contractor construction trailer, which will be a condition of the Construction Contract Documents.
 - n. RPR and Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values and make recommendations for revision and approvals.
- 1) RPR and Engineer will review and analyze Contractor's progress against original or updated construction schedule, comparing actual progress with scheduled activities and duration and advise the Owner and Contractor of need to update schedule.
- o. Engineer will assist the City with obtaining, reviewing, and compiling all Construction Document forms, including signed Contracts, Contractor's insurance certificates and other relevant documents, required for execution of the Construction Contract. RPR will maintain executed Construction Contract Documents on file at the Wastewater Management Division including Contractor Notice to Proceed.
 - p. Engineer and RPR will conduct and lead weekly construction progress meetings to jointly discuss matters of procedures, progress, problems and scheduling; distribute meeting minutes within two working days after construction progress meeting.
 - q. RPR will document construction progress with digital photographs and videos (as needed), posting in electronic file library with backup of photo documentation in CD. RPR

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

- will review photo documentation with Wastewater Management Division's professional staff on a monthly basis.
- r. RPR will coordinate with the Owner and Contractor for all testing requirements. Both during construction and start-up.
 - 1) RPR will coordinate quality control testing by third part Geotechnical company hired by Contractor.
 - s. RPR will provide weekly review and oversight of Contractor's record drawings to make sure the Contractor is updating and recording accurate information.
 - t. RPR will prepare a daily progress report to summarize construction activities completed. RPR will also provide a monthly progress report Wastewater Management Division that summarizes activities for previous month including progress of construction activities, resolved issues, decisions, disputes, claims, Contractor payments, remaining budget, change orders; Test Reports, material certifications, and other relevant information.
 - u. Engineer and RPR will assist the City with the coordination and scheduling of Construction Contract Document equipment start-up testing and will attend testing to provide oversight of start-up activities.
 - 1) Engineer and RPR will coordinate all training with plant operations, engineers, contractors and equipment manufacturers.
 - v. Engineer and RPR will conduct a final construction field review and prepare punch list
 - w. Engineer will attend one-year warranty review and prepare summary documentation and this will be considered incidental to completion of construction management activities.

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

TASK	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
Preliminary Design (Basis of Design, Concept, Preliminary and Pre-Final)	195	8/14/16
Final Design	45	10/01/16
Bidding	90	12/30/16
Construction Administration	304	10/30/17

*Estimated completion dates are based on assumed Notice to Proceed dates of 2/01/2016 for design and 1/03/2017 for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 17 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Plant Digester Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
1	Project Management	\$52,676.33
2	Pre-Design	\$79,085.98
3	Conceptual Design	\$68,419.53
4	Preliminary Design	\$100,450.72
5	Pre-Final Design	\$61,982.04
6	Final Design	\$54,710.18
7	Bidding	\$23,369.03
8	Construction Management	\$281,834.33
	Total Excluding NMGRT	\$722,528.14

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#16-0026**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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. NOTICES

Article 22 is amended to revise the address, so that Article 22 reads as follows:

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff, P.E.
2155 Louisiana NE Suite 9500
Albuquerque, NM 87110


2. 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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
HDR ENGINEERING, INC.



BRIAN K. SNYDER, CITY MANAGER



NAME & TITLE Peter Brakenhoff, P.E.
Vice President
Date: 06/13/16


Date: 05/29/2016

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK mb

APPROVED AS TO FORM:

 5/19/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 5-24-2016 AM for AS

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960
Business Unit/Line Item

City of Santa Fe, New Mexico

memo

DATE: May 16, 2016
TO: Brian K. Snyder, City Manager
VIA: Nick Schiavo, Public Utilities & Water Division Director *NSA*
VIA: Shannon Jones, Wastewater Management Division Director *SH*
FROM: Kathleen Garcia, Engineer, Wastewater Management Division *KG*
SUBJECT: Engineering Services Consultant Address Correction

ITEM AND ISSUE:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

BACKGROUND AND SUMMARY:

The WWM Division requested and received approval from the City of Santa Fe governing body on January 13, 2016 to enter into a contract with HDR to provide engineering design and consultant services, project management and construction oversight for the Paseo Real Wastewater Treatment Plant Anaerobic Digester. The total contract amount is \$ 782,588.29 including New Mexico gross receipts tax. A Notice to Proceed was issued to HDR on March 4, 2016.

Request for approval to re-appropriate funding for next fiscal year was made at the Public Utilities Committee meeting on May 4, 2016. It was brought to our attention by Councilor Lindell that the existing contract has an incorrect address for the Contractor and asked that it be corrected.

ACTION REQUESTED:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

ATTACHMENT:

Amendment #1 to PSA # 16-0026

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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 SERVICES:

Article 1 of the Agreement is amended so the language included in Exhibit "E", Exhibit "G", all attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thirty one thousand three hundred dollars (\$131,300), plus applicable gross receipts tax as described in Exhibit "F" attached hereto and incorporated herein, 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

rendered, a sum not to exceed eight hundred fifty-three thousand eight hundred twenty-eight dollars and 14/100's (\$853,828.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Paragraph 6, infra.

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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.


CITY OF SANTA FE:



JAVIER M. GONZALES, MAYOR

DATE: 1/30/17

CONTRACTOR:
HDR ENGINEERING, INC.

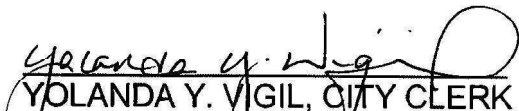


NAME & TITLE

David Skinner, Area Operations Manage

DATE: 2/14/17

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/25/17

APPROVED AS TO FORM:

 12/16/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:



ADAM JOHNSON, FINANCE DIRECTOR

52468.572960
Business Unit/Line

**EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment**

Part A - Description of Basic Design Services

The basic design scope of services described in this exhibit will be provided as supplemental scope of services for the existing HDR Engineering, Inc. contract for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of a modular pre-packaged type cogeneration system that will use digester biogas to generate a combination heat and power (CHP) system as a renewable energy source. The CHP system will generate both electrical and thermal energy to supplement the available power at the WWTP and meet heating needs for the new digester facility. The new pre-packaged cogeneration system will include the following main components:

- Pre-fabricated metal enclosure
- Engine fueled by digester generated methane gas (biogas)
- Recovery and Waste Heat Rejection Equipment
- Supervisory control and data acquisition (SCADA) control system
- Electrical system

The CHP system will also require a gas cleaning system to remove any impurities from the biogas prior to entering the CHP system.

HDR will provide professional engineering services to modify the current Anaerobic Digester Project 90% progress drawings and technical specifications to incorporate the pre-packaged cogeneration system.

The following is a summary of the project tasks that will be completed as part of the amendment:

1. Project coordination
2. Basis of Design
3. Preliminary Design
4. Final Design
5. Engineering services during construction

A more detailed description of the activities associated with these tasks is included in the following sections.

EXHIBIT E – Supplemental Scope of Services
**City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment**

1. Project Coordination

This task consists of additional coordination efforts required to incorporate the cogeneration project in the Anaerobic Digester Project. Coordination efforts will include the following:

- Design concept coordination meetings (3 meetings)
- Design review meetings (2 meetings)
- Verbal and written correspondence with the City of Santa Fe throughout the project
- Coordination with PNM regarding electrical interconnection requirements

2. Basis of Design:

This task will include completing a more detailed analysis and evaluation of the following items for the WWTP, which will be used as the basis of design for the cogeneration system:

- Biogas production, storage, and use
- Biogas quality
- Biogas treatment needs
- Power needs
- Digester system heating needs
- Existing electrical and natural gas use and associated costs

The additional analysis will be used to develop design criteria for the cogeneration system and this will be incorporated in the existing Digester technical memorandum (TM) as supplemental information. The following activities will be included in this task:

1. Review and evaluation of digester historical operations data focused on biogas production and natural gas usage
2. Review and evaluate historical electrical use data and associated costs
3. Evaluation of potential site locations adjacent to or near the proposed digester facility
4. Develop sizing calculations for the engine generator
5. Evaluation of engine size options with redundancy considerations
6. Review of biogas quality analysis, which will be obtained by HDR as detailed in Task 7b under special services, for consideration of gas cleaning alternatives
7. Identify and select biogas treatment alternatives
8. Evaluate storage requirements with engine operation
9. Develop preliminary opinion of probable construction cost

The activities above will be summarized in a technical memorandum (TM). The TM will include the following:

1. Process flow diagrams
2. Mass/Thermal balance calculation results
3. Sizing and location alternatives
4. Preliminary process and instrumentation diagrams and control strategies
5. General arrangement drawings
6. Preliminary equipment data sheets
7. Preliminary equipment cost estimates

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment

3. 60% Preliminary Design

This task will consist of developing the cogeneration system design based on design information established in the basis of design task. This task will include the following activities:

1. The cogeneration system will require a modification to the following existing digester drawings, which will also include new drawings with sufficient detail to graphically show the scope, extent, and character of the work to be performed by the construction contractor. The drawings for the preliminary design will include the following:
 - 1) Modified digester process schematic drawings
 - 2) Modified digester site civil and yard piping plans and enlarged area plans for
 - 3) Modified digester mechanical process plans
 - 4) Modified digester structural plans for biogas treatment system and pre-packaged cogeneration system
 - 5) Modified digester mechanical plumbing plans
 - 6) Modified electrical plans
 - 7) Modified instrumentation and control drawings including biogas cleaning system process and instrumentation diagrams
- b. Preliminary technical specifications
- c. Opinion of probable construction cost
- d. City review and approval

4. Final Design Phase

HDR will prepare a final design that incorporates City review comments from the preliminary design progress submittal and will include the following:

- a. Final Plans and Technical Specifications
- b. Final Opinion of Probable Construction Cost
- c. City Review and final approval
- d. Final Basis of Design Technical Memorandum

5. Bid Phase

This task phase will consist of assisting the City with answering any questions from potential bidders regarding elements related to the cogeneration system including the biogas cleaning system. Responses to questions specific to the system will be included in overall Digester Addenda.

6. Construction Management

This task will consist of additional assistance to the City with construction administration services during construction activities required for the new cogeneration system and biogas cleaning system. The additional effort for this task will be focused on responding to requests for information (RFIs), review of material and shop drawing submittal reviews, and preparation of record drawings.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment

7. Special Services

HDR Engineering Inc. will provide the following special services in addition to the basic design services.

a. Supplemental Geotechnical Investigation

HDR's digester project geotechnical subconsultant will conduct a supplemental geotechnical investigation in the selected cogeneration location to determine subsurface conditions required for structural design and any related construction recommendations. The geotechnical services include:

1. Drilling exploratory borings at the selected location of the cogeneration and gas cleaning systems. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 3 borings will be installed at a depth up to 20 feet and the actual depths may vary depending on field conditions and estimated weights of the pre-packaged cogeneration system and air treatment system.
2. Findings will be summarized in a supplemental geotechnical letter report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction

b. Gas Quality Analysis

Biogas samples from the existing digester and associated laboratory analysis will be required to determine the quality of the gas as part of evaluating the biogas cleaning requirements for the new cogeneration system. HDR will prepare a gas sampling plan outlining the gas collection process and testing methods. HDR will collect duplicate gas samples and obtain lab analysis of the samples. This task will also include coordination with the lab and City staff as part of the sample collection efforts.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment

8. Contingency Services

HDR Engineering Inc. will provide the following services on a contingency basis and be completed only if authorized by the City of Santa Fe.

a. Supplemental Gas Quality Analysis

This task will consist of any additional biogas sampling and analysis in the event it is needed.

b. Air Quality Permitting

The City of Santa Fe will be responsible for preparing air quality permit applications and obtaining an air quality permit for the operation of the cogeneration system. If needed, HDR will provide permit assistance by providing regulatory agency coordination with the NMED Air Quality Bureau and providing supporting technical information including anticipated air emissions from the cogeneration and gas cleaning system and drawing exhibits that may be required as part of the permit application.

c. Supplemental Survey

It is assumed that existing survey information and drawings can be used for the cogeneration design and additional surveying is not anticipated. If needed, HDR's surveyor for the digester project will conduct supplemental topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

EXHIBIT F – Fee Schedule
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester
Improvements-Cogeneration Amendment

The scope of services described in Exhibit E- Supplemental Services will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
	<i>Basic Design Services:</i>	
1	Project Coordination and Meetings	\$8,000
2	Basis of Design	\$13,000
3	Preliminary Design	\$50,000
4	Final Design	\$21,000
5	Bidding	\$3,000
6	Construction Management	\$15,000
	Subtotal 1 (Basic Design Services)	\$110,000
	<i>Special Services:</i>	
7a	Geotechnical Investigation	\$5,000
7b	Biogas quality analysis	\$5,000
	Subtotal 2 (Special Services)	\$10,000
8	<i>Contingency Services:</i>	
8a	Supplemental Biogas Quality Analysis	\$3,000
8b	Air quality permitting	\$4,500
8c	Survey	\$3,800
	Subtotal 3 (Contingency Services)	\$11,300
	Total Excluding NMGRT	\$131,300

EXHIBIT G – SCHEDULE
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester
Improvements-Cogeneration Amendment

The scope of services described in Exhibit E will be completed 80 working days after receiving Notice to Proceed from the City. A summary of the anticipated schedule is outlined below.

TASK	SCHEDULE (working days)
Basis of Design	30
Preliminary Design	30
Final Design	20

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.


2. 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.3 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.


CITY OF SANTA FE:



CITY MANAGER

DATE: 4/16/18

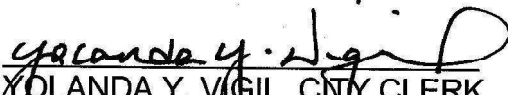
CONTRACTOR:
HDR ENGINEERING, INC.



Area Operations Manager, *SVP*
NAME & TITLE


DATE: 4/1/18

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
YLV

APPROVED AS TO FORM:

 4/24

CITY ATTORNEY

APPROVED:



FINANCE DIRECTOR

52468.572960
Business Unit/Line

**CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0026, #17-0056, #18-0611**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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 SERVICES:

Article 1 of the Agreement is amended so that Exhibit "H", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred twenty three thousand three hundred eighty five dollars (\$223,385) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, 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

rendered, a sum not to exceed one million seventy seven thousand two hundred thirteen dollars and fourteen cents (\$1,077,213.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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.4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 7/1/19

CONTRACTOR:
HDR ENGINEERING, INC.

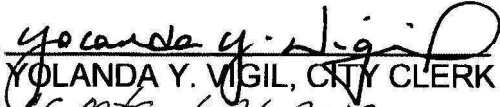


NAME & TITLE

DAVID SKINNER, Senior Vice President

DATE: 6/24/19

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6-26-2019

APPROVED AS TO FORM:

 5/21/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit/Line

Signature: 
Michael Dozier (Apr 2, 2021 09:13 MDT)

Email: mldozier@santafenm.gov

Signature: *Shannon Jones*

Email: swjones@santafenm.gov




City of Santa Fe, New Mexico


Memorandum



DATE: March 26, 2021

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Digester Project engineering construction and design contract with HDR. Amendment #5, for an extension of time and funding to complete the Digester Project. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; Request approval of the BAR Budget Increase in the amount of \$190,579.
 Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

Construction of CIP #950 has been under way since August 2019, and has a construction budget of approximately \$14MM. The original PSA with HDR is dated April 29, 2015 and included under terms and agreements, to provide Engineering, Design, and consulting services for the City. The contract had been previously amended for schedule extensions and an increase in budget. HDR has provided reviews of shop drawing submittals, requests for information, change order requests, project overview/management, and other engineering items.

Pandemic closures including inabilities of travel for subcontractors from foreign countries and other states created issues delaying construction causing added time to complete the project. Compounding issues internal project overview staff changes due to retirements created delays. Although the new digesters are online, completion of the project has been put on hold for the majority of 2020.

Completion costs described below:

Description	Fee (excluding NMGR)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Additional extended construction support 2021 (Lump Sum Allowance)	70,904.00
Total Amendment cost	175,749.50

PROCUREMENT METHOD:

Procurement method: Construction Bid

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000

Munis Object Name/Number: \$190,579 inclusive of nmgrt

ACTION REQUESTED:

Wastewater Management Division respectfully requests your review and approval of Amendment #5 In the amount of \$175,750.00+NMGRt, including an extension of one year to the contract. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period. Request approval of the BAR Budget Increase in the amount of \$190,579.


Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME PUD/Waste Water/ CIP					DATE 3/12/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
WWMD CIP Engineering	5000375	572960		190,579		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 190,579	\$ -	

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund
to HDR contract amendment #5 for FY 19/20.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(190,579)
TOTAL:	(190,579)

Maya Martinez Prepared By <i>{print name}</i>	3/12/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	 Michael Dozier (Mar 12, 2021 11:45 MST)
Division Director Signature <i>{optional}</i>	3/12/2021 Date	CITY COUNCIL APPROVAL City Council Approval Date	Budget Officer Date
Shannon Jones Department Director Signature	Date	Agenda Item #:	Finance Director <i>{≤ \$5,000}</i> Date
			City Manager <i>{≤ \$60,000}</i> Date

**CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551**

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; and

C. Pursuant to Article 18 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 SERVICES:

Article 1 of the Agreement is amended so that Exhibit "I", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of one hundred seventy five thousand seven hundred forty nine dollars and fifty cents (\$175,749.50) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, 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 rendered, a sum not to exceed one million two hundred fifty two thousand nine hundred sixty two dollars and sixty four cents (\$1,252,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 to December 31, 2021, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2021 unless terminated pursuant to Paragraph 6, infra.

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.5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 30, 2021 14:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
HDR ENGINEERING, INC.

Aaron Meilleur

Aaron Meilleur

NAME & TITLE Vice President

DATE: Apr 1, 2021

CRS# 02-154898-00-6

City of Santa Fe Business Registration
15-00003460

5000375,572960 AL
Business Unit/Line AL

HDR #5
Exhibit I

Scope of Services

The scope of services included in this request consists of the additional effort for digester start-up and operations support, extended construction duration resulting from the COVID-19 pandemic, cogeneration electrical system design revisions, site civil design modifications and the completion of the construction phase.

The extended construction duration to date includes the following activities

- Additional construction coordination meetings
- Extended project management
- Additional review of change requests and pay applications
- Coordination for City requested system modifications

Other activities not anticipated in the original scope of services includes the following:

Digester start-up plan development and operations support including field support from HDR certified operators, review of data, and coordination meetings, and design modifications for digester gas has supports

Site civil design revisions and coordination

- Cogeneration power electrical revisions including review of PNM related design concepts and alternate power sources for cogeneration electrical panels
- Cogeneration gas supply coordination and design modifications

A summary of the requested fee associated with these additional activities is provided below. The 2021 extended construction support scope of services includes the following activities:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Weekly construction coordination meetings through end of April 2021
- Change request, change order, and pay application review
- Cogeneration regulator coordination and field modification

- Electrical coordination and assistance, as needed, regarding cogeneration start-up and testing

Assumptions, Clarifications and Exclusions:

- The proposed additional services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed additional services and extended construction support does not include construction claims or associated dispute resolution

Fee Summary

The following table provides a summary of additional costs incurred to date, remaining fee due for the belt filter press 3 project to be transferred and paid as part of the digester project, and a lump sum fee allowance for extended construction support to complete the cogeneration project and remaining punch list items. The costs summarized below exclude New Mexico Gross Receipts Tax (NMGRT)

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Total Lump Sum Due	104,846
Additional extended construction support 2021 (Lump Sum Allowance)	70,904



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200883

Contractor: HDR Engineering Inc.

Description: Engineering Design and consulting Digester project

PL# WWM195000A

Contract Agreement Lease / Rent Amendment

Term Start Date: 1/13/16 Term End Date: 6/30/20

Approved by Council Date: 1/13/16

Contract / Lease:

Amendment # 5 to the Original Contract / Lease # 16-0026

Increase/(Decrease) Amount \$ \$175,749.50

Extend Termination Date to: 12/31/21

Approved by Council Date: Pending

Amendment is for: additional scope to complete project and term extension.

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

\$722,528.14 Contract# 16-0026 Termination Date: 12/31/2017 Reason: Original Contract
\$0.00 Amendment # 1 #16-0528 Termination Date:NA Reason: Correct Address and Contractor
\$131,300.00 Amendment #2 #17-0056 Termination Date: 6/30/2018 Reason:Increase scope,comp, and term

\$0.00 Amendment #3 #18-0611 Termination Date:6/30/2019 Reason:increase term
\$223,385.00 Amendment #4 #19-0551 Termination Date: 6/30/2020 Reason:Increase scope, com

3. Procurement History: RFP 16/01/P 9/7/15

Sren Duany Apr 6, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Can extend pursuant to 13-1-150.6 a. to extend for completion of construction project

4. Funding Source: N/A Org / Object: 5000375.572960

Alexis Lotero Apr 5, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HDR Engineering Inc.

Procurement Title: Consultant Serylces for Paseo Real Wastewater Treatment Plan Anaerobic Digester Project

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Public Utilities Dept WWMD Staff Name Mike Dozier

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Wastwater Management Division Director (Mar 12, 2021 11:43 MST)

Wastwater Management Division Director

3/12/2021

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

Fran Dunaway
Fran Dunaway (Apr 6, 2021 10:29 MDT)

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 any resulting contract.



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

BUSINESS REGISTRATION

Business Name: HDR ENGINEERING INC
DBA: HDR ENGINEERING INC

Business Location: 1917 S 67TH STREET
OMAHA, NE 68106

Owner: JOSEPH COX

License Number: 227005

Issued Date: January 26, 2021

Expiration Date: January 26, 2022

CRS Number: 02154898006

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

HDR ENGINEERING INC
1917 S 67TH STREET
OMAHA, NE 68106

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035	
	INSURER B: Ohio Casualty Insurance Company 24074	
	INSURER C: Liberty Insurance Corporation 42404	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W16482011 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
B	<input type="checkbox"/> UMBRELLA LIAB	Y	Y	EUO (21) 57919363	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella Liability on a primary, non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella policy follows form of the underlying General Liability, Automobile Liability, Employers Liability.

CERTIFICATE HOLDER **CANCELLATION**

CITY OF SANTA FE, NEW MEXICO ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR. 2651 SIRINGO ROAD, BUILDING H SANTA FE, NM 87505	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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

ADDITIONAL INSURED: THE CITY OF SANTA FE



CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY)

5/20/2020

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	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED HDR ENGINEERING, INC. 1429583 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES * **CERTIFICATE NUMBER:** 14728156 **REVISION NUMBER:** XXXXXXXX

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2020	6/1/2021	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

CERTIFICATE HOLDER

14728156
 CITY OF SANTA FE, NEW MEXICO
 ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR
 2651 SIRINGO ROAD, BUILDING H
 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

Joseph M. Agnello

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Engineering design and consulting services, project management and construction oversight as specified in Exhibit "A" for CIP Project Number 950, PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred twenty two thousand five hundred twenty eight dollars and fourteen cents (\$722,528.14), plus applicable gross receipts taxes.

Payment shall be made for services actually rendered in accordance with Exhibit "C" Fee Schedule.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 31, 2017, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of

all work product, research or papers prepared under this Agreement.

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

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

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

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this 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.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff, P.E.
2155 Louisiana NE, Suite 9500
Santa Fe, NM 87110

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work
Exhibit B – Project Schedule
Exhibit C – Fee Schedule
Exhibit D – Insurance Certificate

IN WITNESS WHEREOF, the parties have executed this Agreement on the date

set forth below.

CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 11/5/16

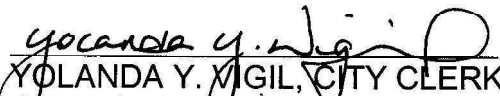
CONTRACTOR:
HDR ENGINEERING INC.


NAME AND TITLE DAVID SKINNER
AREA OPERATIONS MANAGER/
VICE PRESIDENT

DATE: 2/16/16

CRS# 02-154898-00-6
City of Santa Fe Business
Registration # 15-00003460

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/3/16

APPROVED AS TO FORM:

 11/16/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 1-20-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Part A - Further Description of Basic Services

The basic scope of services described in this exhibit will be provided for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of 2 new anaerobic digesters and associated equipment building to provide sludge treatment that will meet the City's (Owner) NPDES permit Class B sludge requirements. HDR Engineering, Inc.(Engineer) will provide all necessary disciplines to meet all local, federal, state Codes. The intent is to provide a sludge facility that will consist of the following main elements:

- Two concrete tanks capable of treating 65,000 gallons of thickened waste activated sludge per day
- Floating covers
- Equipment building for associated sludge treatment equipment that will blend with existing architectural style at the treatment plant
- The main anaerobic digester equipment will consist of the following:
 - Sludge transfer pumps
 - Recirculating sludge pumps and grinders
 - Hot water boiler and associated equipment with capability to use digester methane gas
 - Sludge mixing equipment
 - Heat exchanger
 - Hot water pumps
 - Digester flare
- Telemetry and Supervisory Control and Data Acquisition (SCADA) capability

The required sludge facility elements, types, and sizes will be determined as part of design related activities including active dialogue and collaboration with Wastewater Management Division Staff. Appropriate system redundancy will also be incorporated in design efforts to allow units to be taken out of service and maintain operation of the digester facility.

The following is a summary of the project tasks that will be completed as part of the scope of services:

1. Project Management Work Plan, Meetings, Coordination, and Project Management
2. Pre-Design
3. Conceptual Design (30%)
4. Preliminary Design (60%)
5. Pre-Final Design
6. Final Design
7. Bidding
8. Construction Management

A more detailed description of the activities associated with these tasks is included below.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

1. Project Management Work Plan, Meetings, Coordination, and Project Management

This task consists of the overall management of the project and will include: development and implementation of a project management plan; management of the project goals and objectives; monitoring and control of the project scope of work, budget, and schedule; management and coordination of HDR resources including staff scheduling; implementation of HDR's QA/QC program consisting of quality control reviews of all technical deliverables by senior technical staff; and preparation of monthly invoices and associated monthly progress reports.

The Project Management Plan will be developed in collaboration with the project stakeholders by preparing a DRAFT Work Plan for review and comment and a Final Work Plan that incorporates applicable review comments. The Project Management Plan will include the following:

1. Project description, summary of work and deliverables, project schedule
2. Project team, organization, and responsibilities
3. Communication protocols, documentation, meetings and workshops
4. Summary of approach to complete project
5. Summary of Quality control plan
6. Summary of project accounting and administration

Coordination efforts will also consist of verbal and written correspondence with the City of Santa Fe throughout the project including monthly coordination meetings by conference call or meetings in person throughout the duration of the project. A monthly summary of activities will be included with monthly invoicing.

2. Pre-Design Phase - Basis of Design:

The initial phase of the project design will consist of establishing the basis of design in collaboration with City staff. This task will also consist of completing a geotechnical analysis and survey that will be required to complete subsequent design tasks. The geotechnical investigation and survey will be completed during this phase of the project based on the digester site location identified by the City. The following is a summary of the activities for this task:

1. Prepare Basis of Design Technical Memorandum
2. Conduct Geotechnical Investigation
3. Conduct Design Survey

2.1. Geotechnical Investigation

HDR's geotechnical subconsultant will conduct a geotechnical investigation for the new digester facility to determine subsurface conditions required for structural design and construction recommendations. The geotechnical investigation will involve a review of all available geotechnical investigations from previous projects at the treatment plant and completion of an on-site investigation. The geotechnical services include:

- a. Drilling exploratory borings at the proposed digester facility location identified by the City. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 5 borings will be installed at a depth from 40 to 70 feet and the actual depths may vary depending on field conditions and final depth of planned infrastructure.
- b. Findings will be summarized in a geotechnical report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

2.2. Design Survey

HDR's survey subconsultant will complete a survey that will include topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

2.3. Basis of Design Technical Memorandum (TM)

This task will consist of establishing design criteria for the new digester facility through active dialogue and collaboration with City staff. This task will consist of the following activities:

- a. Review and evaluation of historical operations data including thickened sludge flows and performance characteristics of the existing digesters including volatile suspended solids destruction and detention time
- b. Process analysis using historical operations data to determine recommended digester sizing including estimated gas generation rates
- c. Evaluation of operational procedures for solids handling
- d. Evaluation of proposed site location and other location alternatives. This will include design considerations such as the demolition of the existing abandoned clarifier structure, location of existing yard piping, and potential corridors for new process and utility piping. Conceptual architectural elevations of the new facility will also be evaluated to match existing architecture.
- e. Complete site civil and storm drainage evaluation and recommendations
- f. Perform hydraulic calculations required to determine design considerations for the location and depths of the proposed digesters and equipment building with consideration of maximizing gravity flow if possible.
- g. Identify and evaluate digester mixing alternatives
- h. The City has identified floating covers as a requirement but HDR will also complete an evaluation of fixed and floating covers to document the proposed cover configuration. Evaluate equipment alternatives and select preferred alternative. Obtain manufacturer's information and data sheets for major equipment items. Establish design and performance criteria and select equipment. Review options and select materials of construction.
- i. Perform preliminary mechanical, electrical, and structural calculations required for the design of the facility.
- j. Develop preliminary opinion of probable construction cost and probable annual operations and maintenance costs.
- k. Evaluation of alternatives for the use of digester methane gas including a fuel source for the boiler and the possibility of power generation
- l. Evaluation of options to mitigate a corrosive environment for equipment. In areas where a harsh corrosive environment cannot be mitigated then the appropriate selection of material and equipment to function and withstand the environment will be specified
- m. Evaluate equipment monitoring and process control options to determine required instrumentation and control (I&C) and SCADA capability.

The activities above will be summarized in a technical memorandum (TM). The TM will include the following sections:

1. Design Objectives and Criteria
2. Applicable Codes and Regulation
3. Hydraulic Analysis
4. Digester Covers

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

5. Digester Mixing
6. Digester Heating Boiler System
7. Architectural/Structural Approach
8. Electrical
9. I&C
10. Summary Cost Estimate
11. Appendices: Equipment Data Sheets and Applicable Design Calculations

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

Deliverables: DRAFT and Final TM

3. 30% Conceptual Design

This task will consist of developing the design based on design criteria established in the Pre-Design phase. This will include the following tasks:

- a. Preparation of conceptual drawings that will incorporate survey mapping and include:
 - b. Preliminary Site Plan
 - 1) Preliminary Yard Piping Plan
 - 2) Preliminary Primary Clarifier Demolition Plan
 - 3) Preliminary Digester and Building Layouts
 - 4) Preliminary Process and Instrumentation Diagrams (P&ID)
 - c. Geotechnical investigation report
 - d. Outline of anticipated Technical Specifications
 - e. Budget-level opinions of probable construction cost
 - f. City review and approval

4. 60% Preliminary Design

Upon approval and direction from City Staff, HDR will prepare a 60% submittal that incorporates the 30% review comments and will include the following:

- a. Preliminary Construction Plans that will include the following:
 - 1) Site Civil and Utility Plans
 - 2) Process Plans
 - 3) Structural Plans
 - 4) Architectural Plans
 - 5) Mechanical Plans
 - 6) Electrical Plans
 - 7) Instrumentation and Control Plans
- b. Preliminary Technical Specifications that correspond to CSI Division 16 format and relevant City specifications including preliminary construction sequence and proposed coordination with plant operations.
- c. Opinion of probable construction cost
- d. City review and approval

5. Pre-Final Design

Upon approval and direction from City Staff, HDR will prepare a 90% submittal that incorporates the 60% review comments and will include the following:

- a. Detailed Construction Plans that will include the following:
 - 1) Site Civil (Grading and Drainage) and Utility Plans and Details
 - 2) Detailed Piping plans and profiles
 - 3) Process Plans and Details
 - 4) Structural Plans and Sections

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

- 5) Architectural Plans, Sections, Elevations, Schedules, and Details
 - 6) Mechanical Plans, Schedules, Sections, and Details
 - 7) Electrical Plans, One-line diagrams, schedules, and details
 - 8) Instrumentation and Control Plans
- b. Detailed Specifications consisting of Technical specifications and relevant City specifications to be included in Construction Contract Documents
 - c. City review of Construction Contract Documents
 - d. Refine Opinion of Probable Construction Cost
 - e. City review and approval

6. Final Design Phase (Plans, Specifications and Estimate Phase)

Upon approval and direction from City Staff, HDR will prepare a Final submittal that incorporates the review comments and will include the following:

- a. Final Plans and Specifications
- b. Final Opinion of Probable Construction Cost
- c. City Review and final approval
- d. Final Basis of Design Technical Memorandum

7. Bid Phase

This task phase will consist of assisting the City with bidding and will include the following activities:

- a. Assist City with preparation of bid advertisement
- b. Prepare pre-bid meeting agenda and attend pre-bid meeting
- c. Prepare pre-bid meeting minutes
- d. Answer questions from potential bidders regarding bidding documents
- e. Prepare addenda
- f. Attend bid opening
- g. Tabulate bid results and prepare recommendation

Bid advertisement will occur electronically using the City's website with technical bidding documents (plans and specifications) being provided by HDR in electronic (PDF) file format. 10 hard copies of the bidding documents will also be provided.

8. Construction Management

This task will consist of assisting the City with construction administration services during construction activities and will include the following activities:

- a. Engineer will conduct and lead the pre-construction conference
 - b. Engineer and resident project representative (RPR) will attend weekly construction meetings for a 9 month construction duration
 - c. Engineer will conduct weekly site visits for a 9 month construction duration on the same day as weekly construction meetings to perform general field oversight of Construction Contractor's (Contractor(s)) work while it is in progress.
- 1) Such visits by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general oversight of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and oversight, Engineer will determine in general if the Work is proceeding in accordance with the

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Contract Documents, and Engineer shall keep Owner informed of the progress of the Work

- 2) The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such general oversight of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the work, in accordance with the Construction Contract Documents.
 - 3) Engineer or RPR will reject Work if, on the basis of Engineer or RPR's oversight, Engineer or RPR believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. However, neither Engineer's or RPR's authority to reject Work nor Engineer's or RPR's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer or RPR to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- d. Provide the services of a full-time RPR for a 9 month construction duration.
- 1) The RPR will oversee the progress and quality of the work being completed by the construction contractor to determine if the Work is proceeding in accordance with the Construction Contract Documents and provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
 - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer or RPR shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall the RPR or Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents,

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

- e. Engineer will provide any necessary written clarification and interpretation relevant to questions or requests for information (RFIs) regarding the design and specifications during construction.
- f. Engineer will prepare field orders, if required, authorizing design adjustments for minor variations of Construction Contract Document requirements.
 - 1) Review all change order requests. Individually price all requests and compare contractor request. Facilitate successful negotiation of change orders; prepare change order documents.
 - 2) Engineer will analyze and facilitate correction of design changes resulting from unforeseen or undisclosed field conditions, as well as revisions requested by Wastewater Management Division or Designer before they become critical to schedule.
 - 3) RPR and Engineer will compile and update a report to Wastewater Management Division documenting all contract changes and costs to so that Wastewater Management Division has current information of total construction costs and budget allocation.
- g. The Engineer will review and approve material and shop drawing submittals provided by the Contractor as required by the Construction Contract Documents to complete Contractor's work. Reviews will be completed for conformance with information given in the Construction Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto and will not relieve the Contractor from completing an independent review to make sure the installed system conforms to the Construction Contract Documents.
 - 1) RPR will use Schedule of Shop Drawings and Submittals required to be submitted by Construction Contractor to develop and manage a tracking system.
 - 2) RPR will collect all material and equipment shop drawings and submittals in electronic file PDF format and maintain a log of all material and equipment shop drawings and submittals including all relevant comments and dates to document Contractor submittal date, engineer review and comment date. One hard copy of the shop drawings and submittals will be provided by the Contractor as part of Construction Contract Documents.
- h. The Engineer will review all change orders or change directives as required and make recommendations for approval or rejection.
- i. The Engineer will assist with claims review resulting from disagreements between the Owner and Engineer with the Contractor and make formal written decisions denying or approving claims relating to acceptability of Contractor's work or interpretations of the requirements of the Construction Contract Documents pertaining to the execution, performance, or progress of Contractor's work. Claims assistance will not include any activities associated with any legal action that may result between the Owner and the Contractor resulting from a claim. Activities associated with legal action between the Owner and Contractor resulting from a claim will require the negotiation of additional scope and fee to be completed as an additional service.
- j. The Engineer and RPR will review and approve monthly progress payments requests by the Contractor.
 - 1) Engineer will verify New Mexico Gross Receipts taxes for construction are at correct rate and accurately computed.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

- 2) Engineer and RPR review and approval of payment recommendations will be in writing and will constitute Engineer's and RPR representation to Owner, based on such observations and review, that, to the best of Engineer and RPR knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents)
 - 3) Neither Engineer's or RPR review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- k. Engineer will prepare as-built (Record) drawings based on Contractor provided redline record drawings.
 - l. RPR will manage and maintain construction files including contractor construction material and shop drawing submittals, progress payments, change orders, and claims.
 - m. RPR will maintain all required construction management documentation in RPR field office. The RPR field office will be located in the Contractor construction trailer, which will be a condition of the Construction Contract Documents.
 - n. RPR and Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values and make recommendations for revision and approvals.
- 1) RPR and Engineer will review and analyze Contractor's progress against original or updated construction schedule, comparing actual progress with scheduled activities and duration and advise the Owner and Contractor of need to update schedule.
- o. Engineer will assist the City with obtaining, reviewing, and compiling all Construction Document forms, including signed Contracts, Contractor's insurance certificates and other relevant documents, required for execution of the Construction Contract. RPR will maintain executed Construction Contract Documents on file at the Wastewater Management Division including Contractor Notice to Proceed.
 - p. Engineer and RPR will conduct and lead weekly construction progress meetings to jointly discuss matters of procedures, progress, problems and scheduling; distribute meeting minutes within two working days after construction progress meeting.
 - q. RPR will document construction progress with digital photographs and videos (as needed), posting in electronic file library with backup of photo documentation in CD. RPR

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

- will review photo documentation with Wastewater Management Division's professional staff on a monthly basis.
- r. RPR will coordinate with the Owner and Contractor for all testing requirements. Both during construction and start-up.
 - 1) RPR will coordinate quality control testing by third part Geotechnical company hired by Contractor.
 - s. RPR will provide weekly review and oversight of Contractor's record drawings to make sure the Contractor is updating and recording accurate information.
 - t. RPR will prepare a daily progress report to summarize construction activities completed. RPR will also provide a monthly progress report Wastewater Management Division that summarizes activities for previous month including progress of construction activities, resolved issues, decisions, disputes, claims, Contractor payments, remaining budget, change orders; Test Reports, material certifications, and other relevant information.
 - u. Engineer and RPR will assist the City with the coordination and scheduling of Construction Contract Document equipment start-up testing and will attend testing to provide oversight of start-up activities.
 - 1) Engineer and RPR will coordinate all training with plant operations, engineers, contractors and equipment manufacturers.
 - v. Engineer and RPR will conduct a final construction field review and prepare punch list
 - w. Engineer will attend one-year warranty review and prepare summary documentation and this will be considered incidental to completion of construction management activities.

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

TASK	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
Preliminary Design (Basis of Design, Concept, Preliminary and Pre-Final)	195	8/14/16
Final Design	45	10/01/16
Bidding	90	12/30/16
Construction Administration	304	10/30/17

*Estimated completion dates are based on assumed Notice to Proceed dates of 2/01/2016 for design and 1/03/2017 for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 17 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Plant Digester Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
1	Project Management	\$52,676.33
2	Pre-Design	\$79,085.98
3	Conceptual Design	\$68,419.53
4	Preliminary Design	\$100,450.72
5	Pre-Final Design	\$61,982.04
6	Final Design	\$54,710.18
7	Bidding	\$23,369.03
8	Construction Management	\$281,834.33
	Total Excluding NMGRT	\$722,528.14

ITEM # 16-0528

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#16-0026**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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. NOTICES

Article 22 is amended to revise the address, so that Article 22 reads as follows:

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff, P.E.
2155 Louisiana NE Suite 9500
Albuquerque, NM 87110


2. 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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
HDR ENGINEERING, INC.



BRIAN K. SNYDER, CITY MANAGER



NAME & TITLE Peter Brakenhoff, P.E.
Vice President
Date: 06/13/16

Date: 05/29/2016


Date: 06/13/16

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK mb

APPROVED AS TO FORM:

 5/19/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 5-24-2016 AM for AS

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960
Business Unit/Line Item

City of Santa Fe, New Mexico

memo

DATE: May 16, 2016
TO: Brian K. Snyder, City Manager
VIA: Nick Schiavo, Public Utilities & Water Division Director *NSA*
VIA: Shannon Jones, Wastewater Management Division Director *SH*
FROM: Kathleen Garcia, Engineer, Wastewater Management Division *KG*
SUBJECT: Engineering Services Consultant Address Correction

ITEM AND ISSUE:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

BACKGROUND AND SUMMARY:

The WWM Division requested and received approval from the City of Santa Fe governing body on January 13, 2016 to enter into a contract with HDR to provide engineering design and consultant services, project management and construction oversight for the Paseo Real Wastewater Treatment Plant Anaerobic Digester. The total contract amount is \$ 782,588.29 including New Mexico gross receipts tax. A Notice to Proceed was issued to HDR on March 4, 2016.

Request for approval to re-appropriate funding for next fiscal year was made at the Public Utilities Committee meeting on May 4, 2016. It was brought to our attention by Councilor Lindell that the existing contract has an incorrect address for the Contractor and asked that it be corrected.

ACTION REQUESTED:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

ATTACHMENT:

Amendment #1 to PSA # 16-0026

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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 SERVICES:

Article 1 of the Agreement is amended so the language included in Exhibit "E", Exhibit "G", all attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thirty one thousand three hundred dollars (\$131,300), plus applicable gross receipts tax as described in Exhibit "F" attached hereto and incorporated herein, 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

rendered, a sum not to exceed eight hundred fifty-three thousand eight hundred twenty-eight dollars and 14/100's (\$853,828.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Paragraph 6, infra.

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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.


CITY OF SANTA FE:



JAVIER M. GONZALES, MAYOR

DATE: 1/30/17

CONTRACTOR:
HDR ENGINEERING, INC.

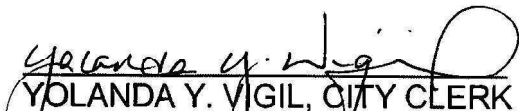


NAME & TITLE

David Skinner, Area Operations Manage

DATE: 2/14/17

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/25/17

APPROVED AS TO FORM:

 12/16/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:



ADAM JOHNSON, FINANCE DIRECTOR

52468.572960
Business Unit/Line

**EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment**

Part A - Description of Basic Design Services

The basic design scope of services described in this exhibit will be provided as supplemental scope of services for the existing HDR Engineering, Inc. contract for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of a modular pre-packaged type cogeneration system that will use digester biogas to generate a combination heat and power (CHP) system as a renewable energy source. The CHP system will generate both electrical and thermal energy to supplement the available power at the WWTP and meet heating needs for the new digester facility. The new pre-packaged cogeneration system will include the following main components:

- Pre-fabricated metal enclosure
- Engine fueled by digester generated methane gas (biogas)
- Recovery and Waste Heat Rejection Equipment
- Supervisory control and data acquisition (SCADA) control system
- Electrical system

The CHP system will also require a gas cleaning system to remove any impurities from the biogas prior to entering the CHP system.

HDR will provide professional engineering services to modify the current Anaerobic Digester Project 90% progress drawings and technical specifications to incorporate the pre-packaged cogeneration system.

The following is a summary of the project tasks that will be completed as part of the amendment:

1. Project coordination
2. Basis of Design
3. Preliminary Design
4. Final Design
5. Engineering services during construction

A more detailed description of the activities associated with these tasks is included in the following sections.

EXHIBIT E – Supplemental Scope of Services
**City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment**

1. Project Coordination

This task consists of additional coordination efforts required to incorporate the cogeneration project in the Anaerobic Digester Project. Coordination efforts will include the following:

- Design concept coordination meetings (3 meetings)
- Design review meetings (2 meetings)
- Verbal and written correspondence with the City of Santa Fe throughout the project
- Coordination with PNM regarding electrical interconnection requirements

2. Basis of Design:

This task will include completing a more detailed analysis and evaluation of the following items for the WWTP, which will be used as the basis of design for the cogeneration system:

- Biogas production, storage, and use
- Biogas quality
- Biogas treatment needs
- Power needs
- Digester system heating needs
- Existing electrical and natural gas use and associated costs

The additional analysis will be used to develop design criteria for the cogeneration system and this will be incorporated in the existing Digester technical memorandum (TM) as supplemental information. The following activities will be included in this task:

1. Review and evaluation of digester historical operations data focused on biogas production and natural gas usage
2. Review and evaluate historical electrical use data and associated costs
3. Evaluation of potential site locations adjacent to or near the proposed digester facility
4. Develop sizing calculations for the engine generator
5. Evaluation of engine size options with redundancy considerations
6. Review of biogas quality analysis, which will be obtained by HDR as detailed in Task 7b under special services, for consideration of gas cleaning alternatives
7. Identify and select biogas treatment alternatives
8. Evaluate storage requirements with engine operation
9. Develop preliminary opinion of probable construction cost

The activities above will be summarized in a technical memorandum (TM). The TM will include the following:

1. Process flow diagrams
2. Mass/Thermal balance calculation results
3. Sizing and location alternatives
4. Preliminary process and instrumentation diagrams and control strategies
5. General arrangement drawings
6. Preliminary equipment data sheets
7. Preliminary equipment cost estimates

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment

3. 60% Preliminary Design

This task will consist of developing the cogeneration system design based on design information established in the basis of design task. This task will include the following activities:

1. The cogeneration system will require a modification to the following existing digester drawings, which will also include new drawings with sufficient detail to graphically show the scope, extent, and character of the work to be performed by the construction contractor. The drawings for the preliminary design will include the following:
 - 1) Modified digester process schematic drawings
 - 2) Modified digester site civil and yard piping plans and enlarged area plans for
 - 3) Modified digester mechanical process plans
 - 4) Modified digester structural plans for biogas treatment system and pre-packaged cogeneration system
 - 5) Modified digester mechanical plumbing plans
 - 6) Modified electrical plans
 - 7) Modified instrumentation and control drawings including biogas cleaning system process and instrumentation diagrams
- b. Preliminary technical specifications
- c. Opinion of probable construction cost
- d. City review and approval

4. Final Design Phase

HDR will prepare a final design that incorporates City review comments from the preliminary design progress submittal and will include the following:

- a. Final Plans and Technical Specifications
- b. Final Opinion of Probable Construction Cost
- c. City Review and final approval
- d. Final Basis of Design Technical Memorandum

5. Bid Phase

This task phase will consist of assisting the City with answering any questions from potential bidders regarding elements related to the cogeneration system including the biogas cleaning system. Responses to questions specific to the system will be included in overall Digester Addenda.

6. Construction Management

This task will consist of additional assistance to the City with construction administration services during construction activities required for the new cogeneration system and biogas cleaning system. The additional effort for this task will be focused on responding to requests for information (RFIs), review of material and shop drawing submittal reviews, and preparation of record drawings.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment

7. Special Services

HDR Engineering Inc. will provide the following special services in addition to the basic design services.

a. Supplemental Geotechnical Investigation

HDR's digester project geotechnical subconsultant will conduct a supplemental geotechnical investigation in the selected cogeneration location to determine subsurface conditions required for structural design and any related construction recommendations. The geotechnical services include:

1. Drilling exploratory borings at the selected location of the cogeneration and gas cleaning systems. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 3 borings will be installed at a depth up to 20 feet and the actual depths may vary depending on field conditions and estimated weights of the pre-packaged cogeneration system and air treatment system.
2. Findings will be summarized in a supplemental geotechnical letter report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction

b. Gas Quality Analysis

Biogas samples from the existing digester and associated laboratory analysis will be required to determine the quality of the gas as part of evaluating the biogas cleaning requirements for the new cogeneration system. HDR will prepare a gas sampling plan outlining the gas collection process and testing methods. HDR will collect duplicate gas samples and obtain lab analysis of the samples. This task will also include coordination with the lab and City staff as part of the sample collection efforts.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-
Cogeneration Amendment

8. Contingency Services

HDR Engineering Inc. will provide the following services on a contingency basis and be completed only if authorized by the City of Santa Fe.

a. Supplemental Gas Quality Analysis

This task will consist of any additional biogas sampling and analysis in the event it is needed.

b. Air Quality Permitting

The City of Santa Fe will be responsible for preparing air quality permit applications and obtaining an air quality permit for the operation of the cogeneration system. If needed, HDR will provide permit assistance by providing regulatory agency coordination with the NMED Air Quality Bureau and providing supporting technical information including anticipated air emissions from the cogeneration and gas cleaning system and drawing exhibits that may be required as part of the permit application.

c. Supplemental Survey

It is assumed that existing survey information and drawings can be used for the cogeneration design and additional surveying is not anticipated. If needed, HDR's surveyor for the digester project will conduct supplemental topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

EXHIBIT F – Fee Schedule
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester
Improvements-Cogeneration Amendment

The scope of services described in Exhibit E- Supplemental Services will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
	<i>Basic Design Services:</i>	
1	Project Coordination and Meetings	\$8,000
2	Basis of Design	\$13,000
3	Preliminary Design	\$50,000
4	Final Design	\$21,000
5	Bidding	\$3,000
6	Construction Management	\$15,000
	Subtotal 1 (Basic Design Services)	\$110,000
	<i>Special Services:</i>	
7a	Geotechnical Investigation	\$5,000
7b	Biogas quality analysis	\$5,000
	Subtotal 2 (Special Services)	\$10,000
8	<i>Contingency Services:</i>	
8a	Supplemental Biogas Quality Analysis	\$3,000
8b	Air quality permitting	\$4,500
8c	Survey	\$3,800
	Subtotal 3 (Contingency Services)	\$11,300
	Total Excluding NMGRT	\$131,300

EXHIBIT G – SCHEDULE
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester
Improvements-Cogeneration Amendment

The scope of services described in Exhibit E will be completed 80 working days after receiving Notice to Proceed from the City. A summary of the anticipated schedule is outlined below.

TASK	SCHEDULE (working days)
Basis of Design	30
Preliminary Design	30
Final Design	20

ITEM # 18-0611

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.


2. 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.3 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.


CITY OF SANTA FE:



CITY MANAGER

DATE: 4/16/18

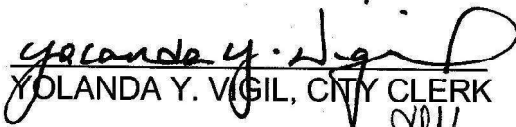
CONTRACTOR:
HDR ENGINEERING, INC.



Area Operations Manager, *SVP*
NAME & TITLE


DATE: 4/1/18

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
YLV

APPROVED AS TO FORM:

 4/24

CITY ATTORNEY

APPROVED:



FINANCE DIRECTOR

52468.572960
Business Unit/Line

**CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0026, #17-0056, #18-0611**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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 SERVICES:

Article 1 of the Agreement is amended so that Exhibit "H", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred twenty three thousand three hundred eighty five dollars (\$223,385) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, 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

rendered, a sum not to exceed one million seventy seven thousand two hundred thirteen dollars and fourteen cents (\$1,077,213.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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.4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 7/1/19

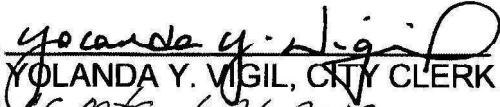
CONTRACTOR:
HDR ENGINEERING, INC.


NAME & TITLE

DAVID SKINNER, Senior Vice President

DATE: 6/24/19

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6-26-2019

APPROVED AS TO FORM:

 5/21/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit/Line

Signature: 
Michael Dozier (Apr 2, 2021 09:13 MDT)

Email: mldozier@santafenm.gov

Signature: *Shannon Jones*

Email: swjones@santafenm.gov