City of Santa Fe

AGENDA

SPECIAL MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
MAY 24, 20215:00 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/98201657444?pwd=OFd6OGJoa2ZSTzRIbmo0ZnJjdVhVQT09
Passcode: 261161
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: 1-346-248-7799 - Webinar ID:982 0165 7444 Passcode: 261161**
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/98201657444?pwd=OFd6OGJoa2ZSTzRIbmo0ZnJjdVhVQT09
Passcode:261161
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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 5/11/2021 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 Department Annual Update to Five Year Financial Plan. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

8. **ACTION ITEMS: CONSENT**

   a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
   A Resolution Establishing an Operation Plan for Bicentennial Pool for the 2021 Season. (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622; Gino Rinaldi, Acting Recreation Division Director: earinaldi@santafenm.gov, 955-4710)

   Committee Review:
   Introduced: 5/12/21

Finance Committee: 5/17/21
Public Works and Utilities Department: 5/24/21
Governing Body: 5/26/21

b. Request for Approval of Memorandum of Agreement (MOA) with the City of Santa Fe and the United States Bureau of Reclamation (USBR) to support the ongoing water supply planning efforts specified in City Resolution 2019-56 (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)
Committee Review:
Public Works and Utilities Committee: 05/24/2021
Finance Committee: 06/01/2021
Governing Body: 06/09/2021

c. Request for Approval of a Professional Services Contract with Hazen Engineering for technical services to support the 2100 water planning through June 20, 2024 in the amount of $298,448 inclusive of NMGRT. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203 1. Request for Approval of a Budget Adjustment Resolution (BAR) to fund the Hazen Engineering Contract.
Committee Review:
Public Works and Utilities Committee: 05/24/2021
Finance Committee: 06/01/2021
Governing Body: 06/09/2021

d. Request for Approval of Amendment # 2 to Professional Services Agreement 19-0235 with Hazen to provide On Call Engineering Services for Capital Improvement and Priority Projects in the amount of $500,000 exclusive of NMGRT. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203) 1. Request for Approval of a Budget Adjustment Resolution (BAR) to the Hazen Contract for the term extension through June 30, 2022.
Committee Review:
Public Works and Utilities Committee: 05/24/2021
Finance Committee: 06/01/2021
Governing Body: 06/09/2021

e. Request for Approval of Amendment # 5 to Alpha Southwest for Emergency Repairs for the WWMD and Water Division Source of Supply in the amount of

$211,015.63 for FY 2022 and extending the term through 6/30/22 (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373; Efran Morales, WWMD III, emmorales@santafenm.gov, 955-4618)
Committee Review:
Public Works and Utilities Committee: 05/24/2021
Finance Committee: 06/01/2021
Governing Body: 06/09/2021

f. Approval of Professional Services Agreement with the Kiwanis Club of Santa Fe in the Amount of $60,000 Per Year, with a Total Compensation Not to Exceed $240,000 (Inclusive of NMGRT) Over the Four Year Term, to Plan Promote and Execute the City's Independence Day Celebration. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-303-9502)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 05/24/2021
Governing Body: 05/26/2021

g. Request for Approval of Service Agreement in the Total Amount of $334,873.00 for Roof, HVAC and Employee Parking Security Measures. (Pluma, LLC); (Caryn Grosse, Facilities Project Administrator, clgrosse@santafenm.gov, 955-5938)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 5/24/2021
Finance Committee: 6/1/2021
Governing Body: 6/9/2021

h. Request for Approval of Amendment # 3 to a Professional Services Agreement with Aecom Technical Services Inc. to provide On-Call Engineering Services for Capital Improvements Program (CIP) Projects in the amount of 542,188. (Robert Jorgensen, Engineer, rnjorgensen@santafenm.gov, 955-4265)
Committee Review:
Public Works and Utilities Committee: 05/24/2021
Finance Committee: 06/01/2021
Governing Body: 06/09/2021

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Monday, June 7, 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.

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE MAY 11, 2021 AT 5:00 PM VIRTUAL MEETING

1. **CALL TO ORDER**

meeting started at 5:02pm

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:

Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Jeff Norris, Legislative Liaison Assistant
Jamie Cassutt-Sanchez, Attendee
Larry Worstell, Attendee
Manuel Gonzales, Attendee
Mike Dozier, Attendee
Janice Krish, Attendee
Noah Berke, Attendee
Rich Brown, Attendee
Andy Hopkins, Attendee

Facilitator Brian Snyder was in attendance.

3. **APPROVAL OF AGENDA**

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the agenda 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

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, 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 8a and 8c for discussion.
Councilor Lindell pulled items 8a for discussion.
Councilor Garcia pulled item 8c for discussion.
Councilor Rivera pulled item 8e for discussion.

5. **APPROVAL OF MINUTES**

a. Approval of Minutes from the 4.26.2021 Public Works and Utilities Meeting.

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, 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

Against: None

Abstain: Councilor Vigil Coppler

Councilor Vigil Coppler requested to abstain from the vote for the minutes

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**

a. Public Works Quarterly Training Report. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

8. **ACTION ITEMS: CONSENT**

a. Request for approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that transfers road maintenance responsibilities for segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director, jhrosado@santafenm.gov, 955-6638).

Committee Review:
Finance Committee: 05/03/2021
Public Works & Utilities Committee: 05/11/2021
Governing Body: 05/12/2021

MOTION: Councilor Lindell moved, seconded by Councilor Abeyta, to approve the contract 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

Pulled by Councilor Vigil Coppler and Councilor Lindell for discussion. Approved unanimously to forward to 5/12/2021 Governing Body.

b. Request for Approval of ITT Amendment #1 for MS Office 365 Vendor Name Change From Original Contract 18-1309 En Pointe Technologies to Insight Public Sector. Third Year of Three Year Term 11/26/2018 TO 11/26/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021
Governing Body: 05/12/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the contract amendment 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

Approved on Consent Agenda to forward to 5/12/2021 Governing Body

c. **Request to Publish Notice of Public Hearing on June 9, 2021.** CONSIDERATION OF BILL NO. 2021-13. An Ordinance Amending Subsection 14-3.7(F), Notes 15 and 16 of Table 14-7.2-1, and Subsection 14-9.6(B) to Allow the Minimum Lot Size to be 1.25 Acres for a Lot Created Through an Inheritance or Family Transfer Subdivision and that Results in

Only One Additional Lot; Amending Subsection 14-7.2(B) to Require Rounding Down of the Calculation of Maximum Number of Dwelling Units for a Family Transfer Subdivision Where Neither Public Sewer nor Public Water are Available; and Amending Subsection 14-9.6(A) to Require Proof of Adequate Septic and Well Assurances Prior to the Approval of an Inheritance or Family Transfer Subdivision that Lacks Public Sewer and Water. (Councilor Abeyta, Councilor Lindell, and Councilor Rivera)(Eli Isaacson, Planning and Land Use Director: esisaacson@santafenm.gov, 955-6830)

Committee Review:
Introduced: 03/31/21
Planning Commission: 05/6/21
Public Works and Utilities Committee: 05/11/21
Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/9/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the bill 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

Pulled by Councilor Vigil Coppler for discussion. Councilor Rivera requested to be a Co-Sponsor. Approved unanimously to forward to 5/12/2021 Governing Body.

d. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber)
A Resolution Relating to a Request for Approval of Third Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

Committee Review:

Introduction: 04/28/21
Finance Committee: 05/3/21
Public Works and Utilities Committee: 05/11/21
Governing Body: 05/12/21

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the resolution 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

Approved on Consent Agenda to forward to 5/12/2021 Governing Body.

e. Request for Approval of contract for the Santa Fe Business Incubator: A renewal contract for Small Business Development Services for the Economic Development Department. (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/Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the contract 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

Pulled by Councilor Garica for discussion. Approved unanimously to forward to 5/17/2021 Finance Committee.

f. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Cassutt-Sanchez and Councilor Rivera)
A Resolution Modifying the Frequency with which the City Manager Provides Written Updates to Every Other Regular Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources Department, and Office of Emergency Management and Safety when Santa Fe County is in the "Green" or "Turquoise" Level. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 04/14/21
Public Works and Utilities Committee: 05/11/21
Governing Body: 05/12/21

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the resolution 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

Approved on Consent Agenda to forward to 5/12/2021 Governing Body.

g. Request for Approval of a Change Order # 1 to CIP #967 Aeriation Project Bid number 1'20/17/B with RMCI Inc. for an increase of $294,446.51.

(Michael Dozier, Wastewater Management Division Director, mldozier@santafenm.gov, 955-4642)

1) Request for Approval of Budget Amendment Resolution

Committee Review:

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the change order 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

approved on Consent Agenda to forward to 5/17/2021 Finance Committee.

h. Request for Approval of Amendment # 2 with Carollo Engineers, Inc. Professional Services Agreement 18-1065, to provide additional Construction Administration and Inspection Services to the Paseo Real Wastewater Treatment Plant Aeration System Improvements Project detailed in the attached agreement in the amount of $126,353.00 exclusive of NMGRT. (Michael Dozier, Wastewater Management Division Director, mldozier@santafenm.gov, 955-4642)

Committee Review:

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the contract amendment 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

Approved on Consent Agenda to forward to 5/17/2021 Finance Committee.

i. Request for Approval of Exempt Procurement for contract amendment # 4 with Eric Blinman, Director of the NM Office of Archaeological Studies (OAS) to provide continued service to the Water Division Construction Projects in the amount of $100,000 exclusive of NMGRT. (Brian Snyder, Water Division Engineering Manager, bksnyder@santafenm.gov, 955-4277)

Committee Review:
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the contract amendment 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

Approved on Consent Agenda to forward to 5/17/2021 Governing Body.

j. Request for Approval of ITT Contract for Motorola Solutions for Emergency Communications Repair in the Amount of $273,676.60 for the Term of 05/12/2021 to 07/31/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021
Governing Body: 05/12/2021

MOTION: Councilor Rivera moved, seconded by Councilor Vigil Coppler, to approve the contract 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

Pulled by Councilor Rivera for discussion, Approved Unanimously to forward to 5/12/2021 Governing Body.

k. Request for the Approval of Amendment #2 to Service Contract 20-0027 extending the term of the agreement by one year, from June 30, 2021 to June 20, 2022, and increasing compensation in the amount of $500,000 to a total amount of $1,250,000 plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc; (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the contract amendment 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

Approved on Consent Agenda to forward to 5/17/2021 Finance Committee

9. **ACTION ITEMS: DISCUSSION**

10. **EXECUTIVE SESSION**

11. **MATTERS FROM STAFF**

12. **MATTERS FROM THE COMMITTEE**

13. **MATTERS FROM THE CHAIR**

14. **NEXT MEETING:**

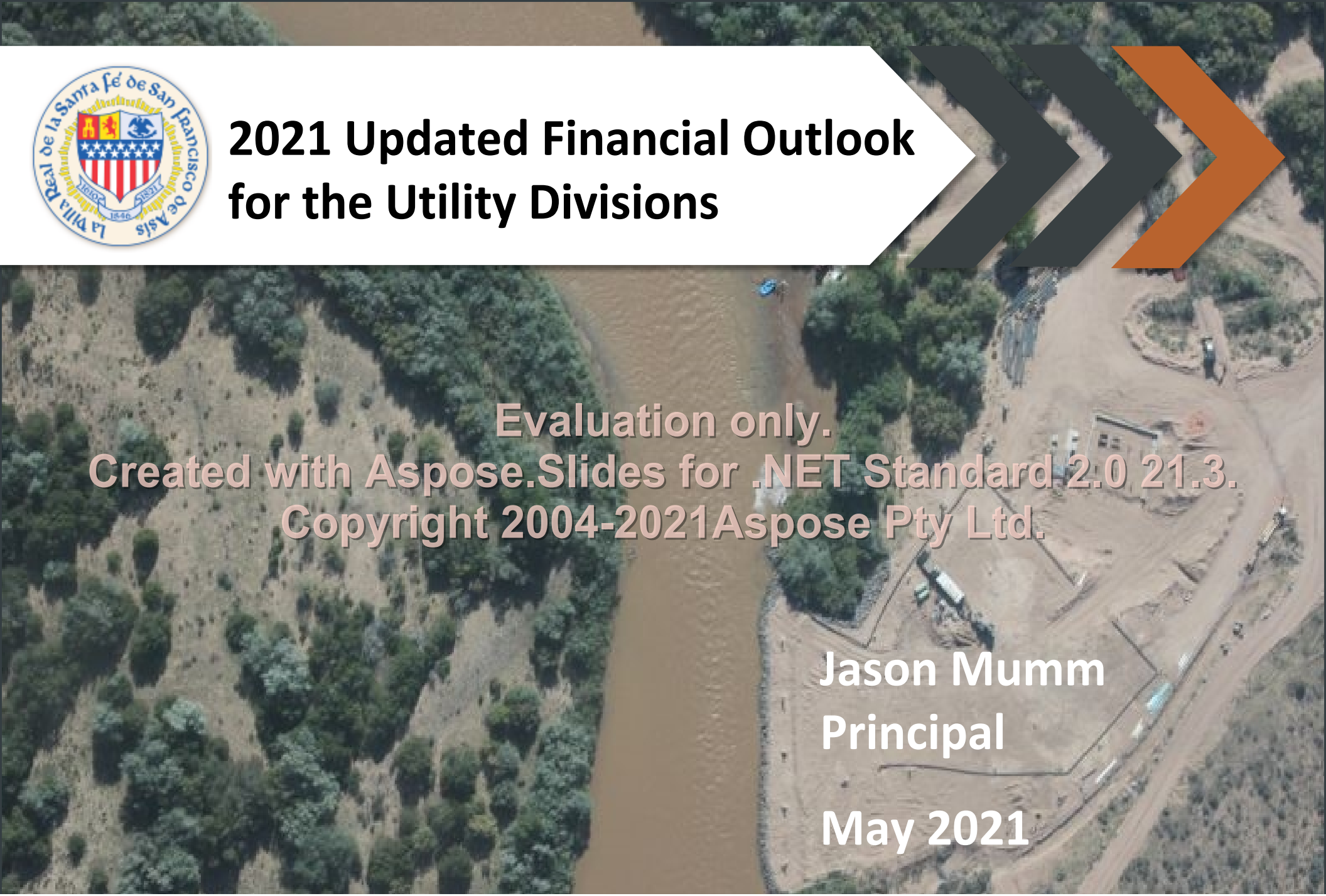
15. **ADJOURN**

Meeting ended at 5:53pm

Liaison

Chair

2021 Updated Financial Outlook for the Utility Divisions



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Jason Mumm
Principal

May 2021

FCS GROUP
Solutions-Oriented Consulting

Agenda

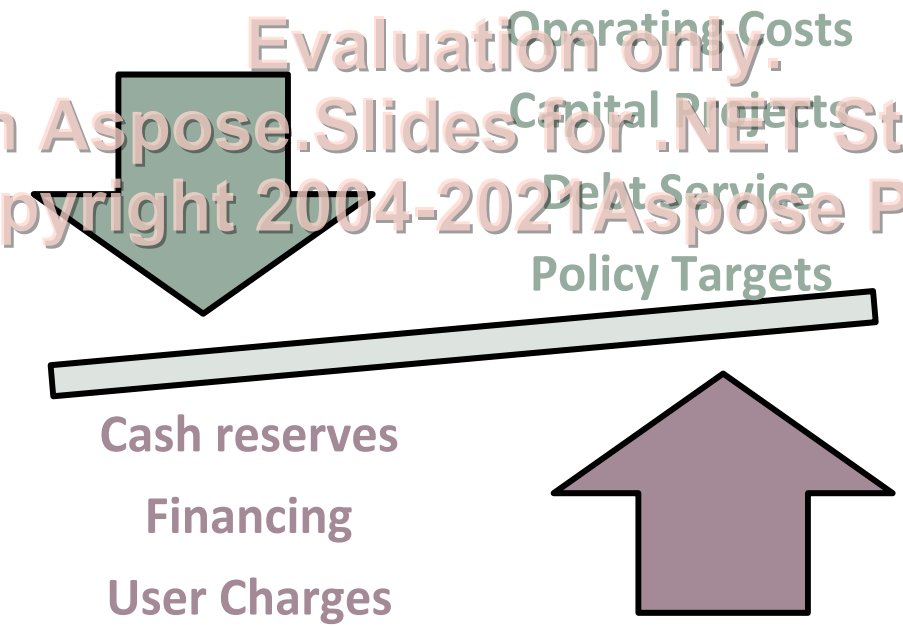
- Water Division findings
- Wastewater Division findings
- Environmental Service Division findings

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Keeping Rates Down

- **The #1 reason for annual forecasting is to keep rates under control**

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What We Evaluate

- Actual spending for operations
- Capital project costs and timing
- Debt service obligations both existing and proposed
- Cash reserve levels
- Revenue earned at existing rate levels
- Policy goals and financial performance

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Objectives

- Produce a 5-year forecast of sources and uses of funds for each utility division
- Evaluate any shortfalls and recommend solutions to produce the lowest possible impact on user rates
- Report our findings to the City

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Water

Water Division Scenario Introduction

Scenario Name	Description	Total CIP (inflated $)	Total New Debt Proceeds	Target Cash Reserve	Franchise Fee Pass-through to Customers
1) Cash Funded	This scenario fully funds the CIP with cash, maintains the current target reserve, and does not pass on the Utility's Franchise Fee expense to customers.	$105.9M	$0M	365 days	No pass-through to customers
2) Cash Funded - w/adjustments	This scenario fully funds the CIP with cash, reduces the target reserve, and passes on the Utility's Franchise Fee expense to customers.	$105.9M	$0M	180 days	Pass-through to customers beg. FY23-24
3) Minimized User Rate Impact*	This scenario fully funds the CIP with a combination of cash and debt, reduces the target reserve, and passes on the Utility's Franchise Fee expense to customers.	$105.9M	$24.9M	180 days	Pass-through to customers beg. FY23-24

* Staff's recommendation

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Available Resources – Target Cash Reserve

- **Current Water Division Policy:**
  - 365 Days

- **Background:**
  - Reserve amount recommended by City's Financial Advisors (1st Southwest).
  - Implemented when the Water Division no longer received GRT revenues.

- **Hurdles for Change:**
  - Lower cash reserve may adversely affect credit rating.
  - We would like to have consensus from Finance and 1st Southwest.

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Available Resources – Franchise Fee Pass-through

- **Current Water Division Policy:**
  - The Water Division currently incorporates the 4% Franchise Fee into it's Operating Costs.

- **Background:**
  - Originally planned as a pass-through to customers, but the 4% charge was never implemented.

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- **Major Hurdles for Change:**
  - Would represent a 4% bill increase for customers.

Water Division Revenue Increase Scenarios

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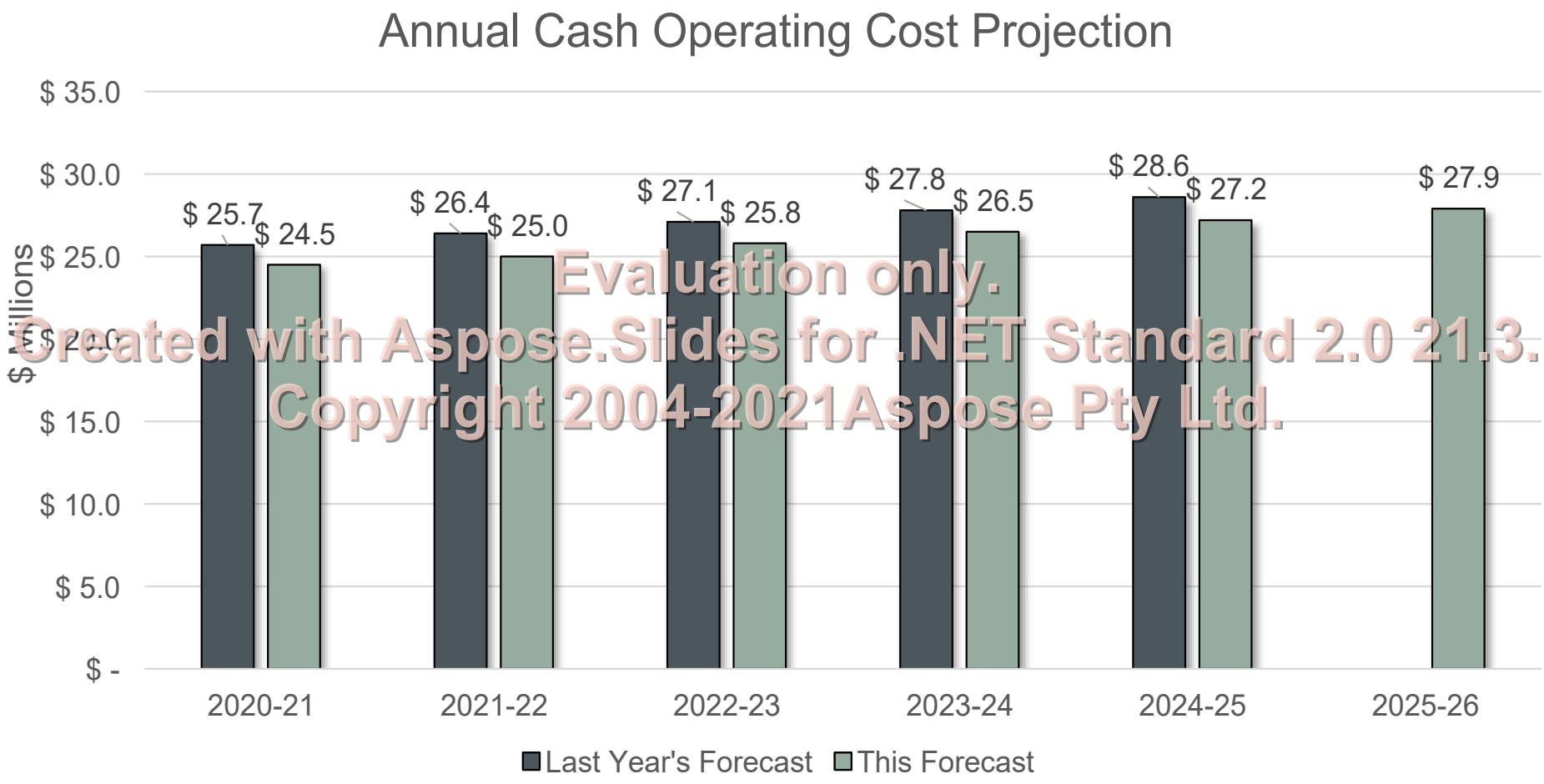
Factors Driving This Forecast – Minimized Impact

Description	6-Yr Impact in Our Forecast
The Capital Improvement Plan has been increased in this forecast (inflated dollars).	$18.8M
Change in the target reserve from 365 days to 180 days.	(14.1M)
Franchise fee expense becomes a pass-through item in FY2024 (i.e., an additional revenue stream that matches the O&M expense) for the *cash funded w/adj.* and *minimized impact* scenarios.	(4.4M)
COVID impact to rate revenues	2.5M*
Total Cost Increases	**$2.8M**

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*Our analysis showed a $2.5M reduction in rate revenue, for FY2021 – FY2022 only, as a result of COVID.

Water Division Operating Cost Forecast – Minimized Impact



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Operating Costs related to Water Division vacancies have been omitted moving forward to more accurately reflect the actual annual vacancy changes experienced.

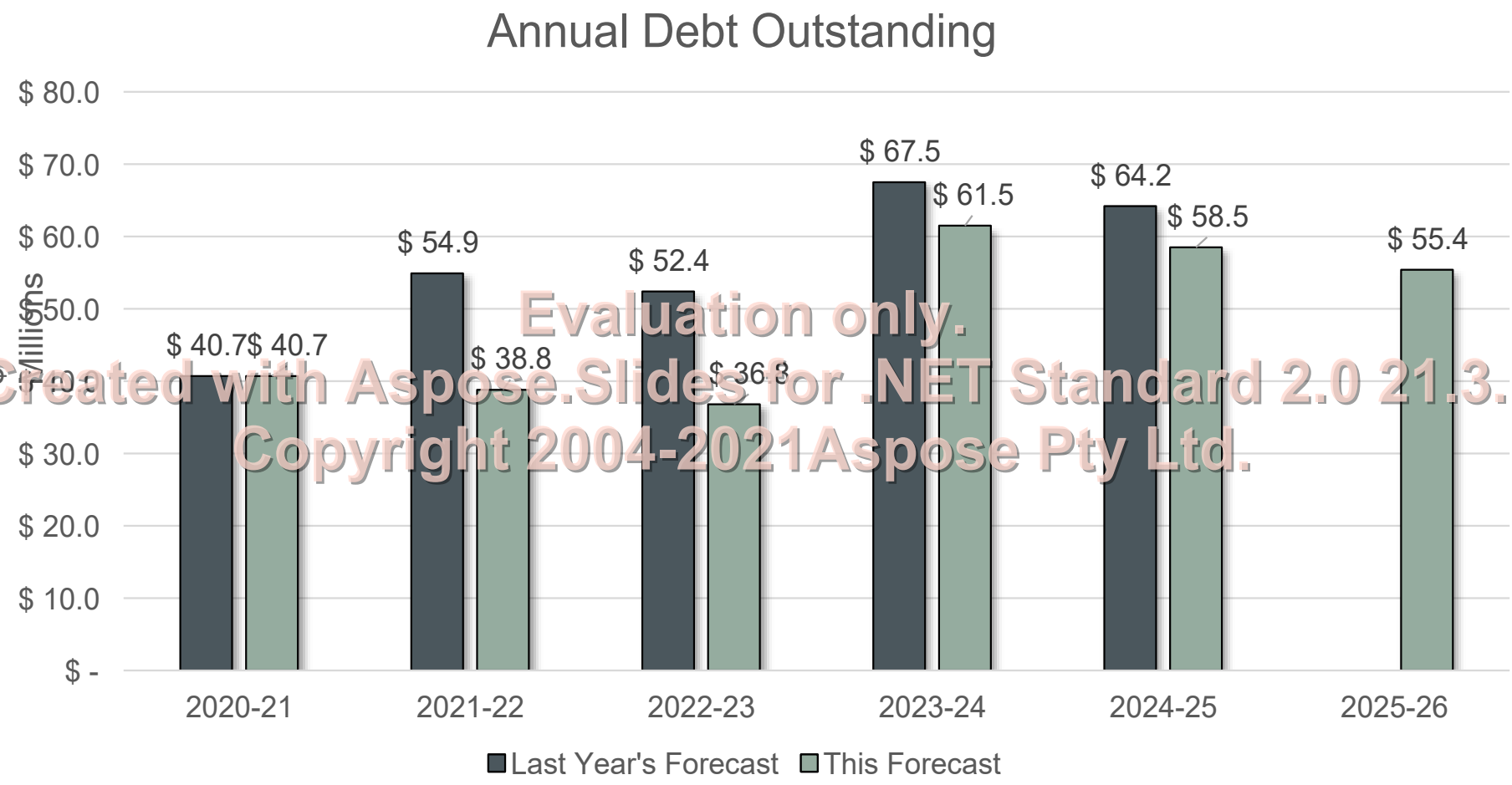
Water Division Capital Project Forecast – Minimized Impact

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The increased Capital Improvement Program puts upward pressure on user rates in this forecast.

1) CRWTP Flocculation & Sedimentation Construction - $11.7M total additions (FY2022 & FY2023)
2) Nichols Outlet Conduit Construction - $8.6M total additions (FY2022 & FY2023)
3) McClure Outlet Conduit Construction - $9.0M total addition (FY2024)
4) San Juan Chama Return Flow Pipeline Design & Construction - $26.8M in total additions (FY22,FY24, FY25)

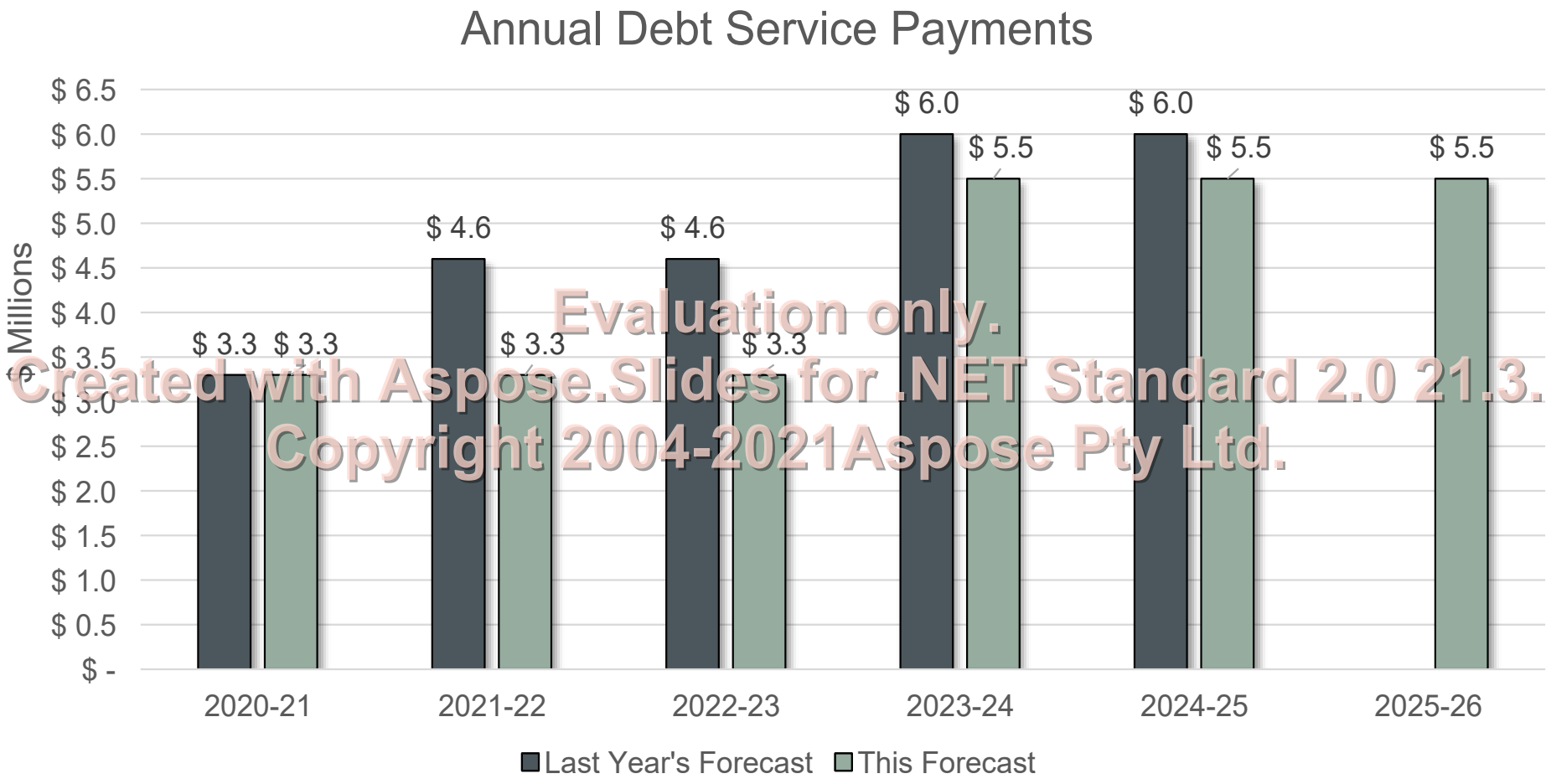
Water Division Debt Outstanding – Minimized Impact



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Last year's forecast was inclusive of $31.8M in debt proceeds spread between two debt issuances (FY2022 & FY2024). This forecast proposes $24.9M in debt proceeds in one debt issuance (FY2024).

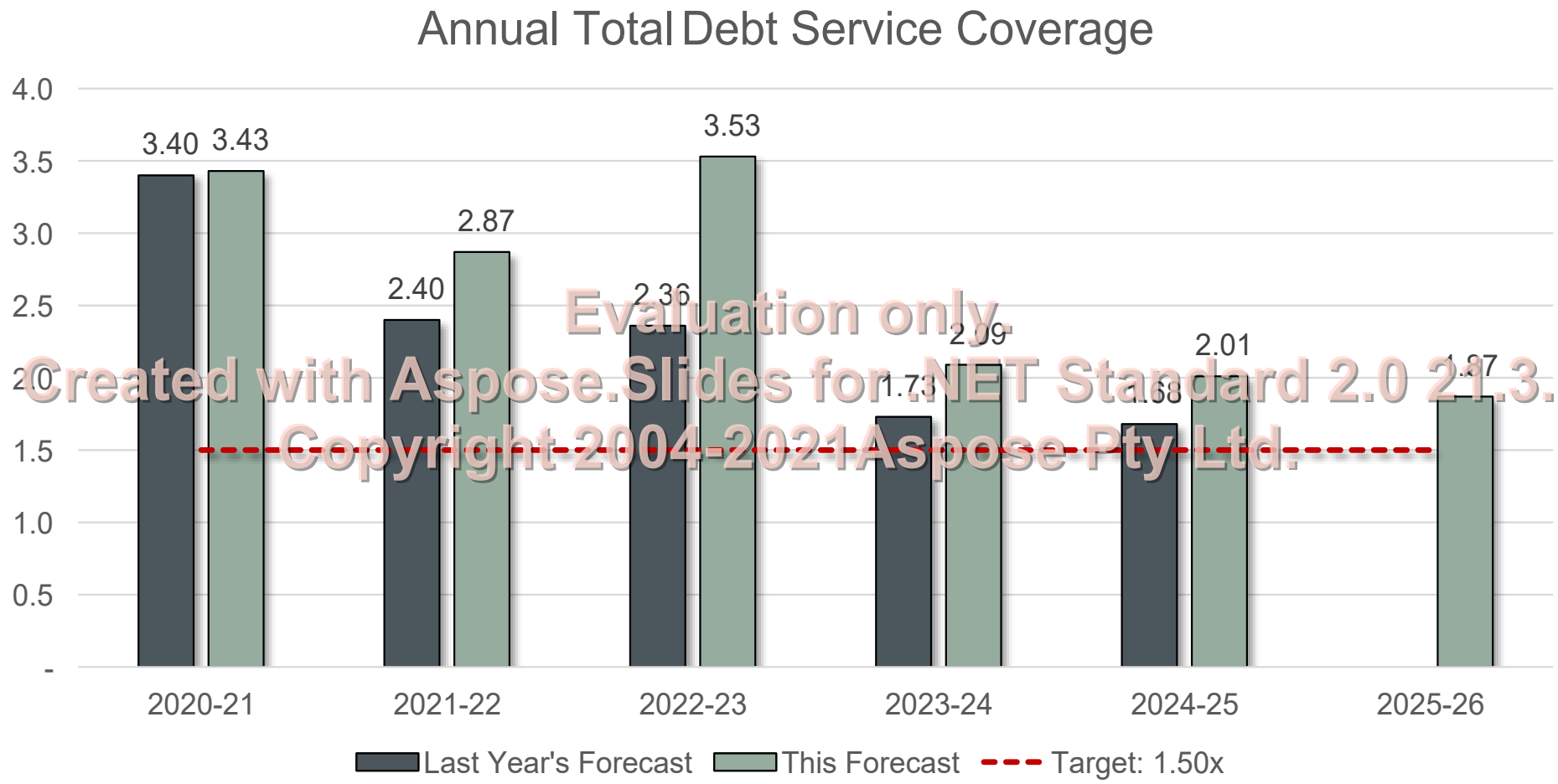
Water Division Debt Service Obligations – Minimized Impact



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Last year's forecast included total debt proceeds of $31.8M for all non-recurring capital projects beginning in FY2022. This forecast includes $24.9M in total debt proceeds for only the San Juan Chama Return Flow Pipeline capital project beginning in FY2024.

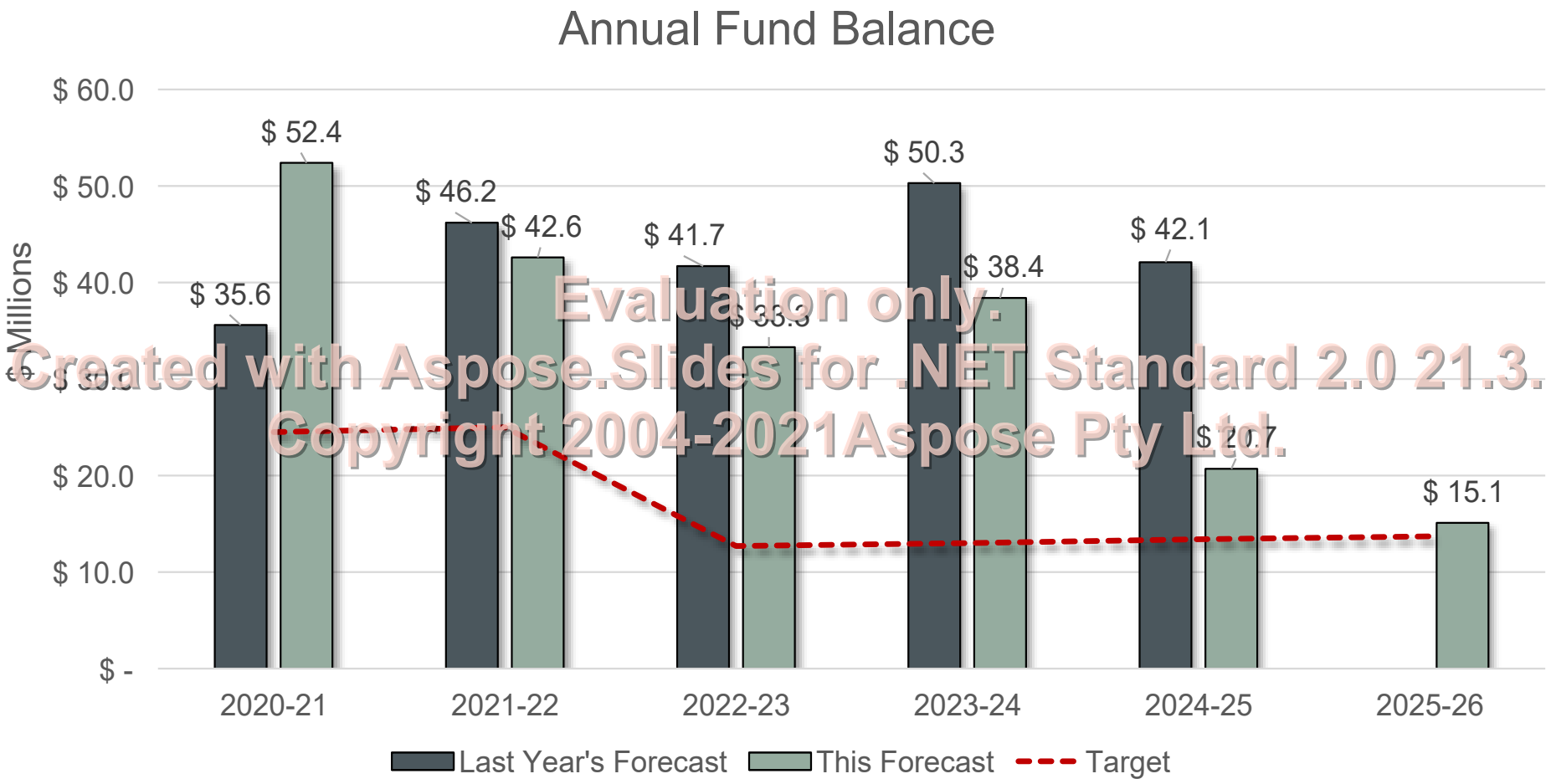
Water Division Debt Service Coverage – Minimized Impact



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This forecast shows a higher total debt service coverage due to less debt proceeds being distributed throughout the forecasted period compared to last year's forecast.

Water Division Cash Reserve Forecast – Minimized Impact

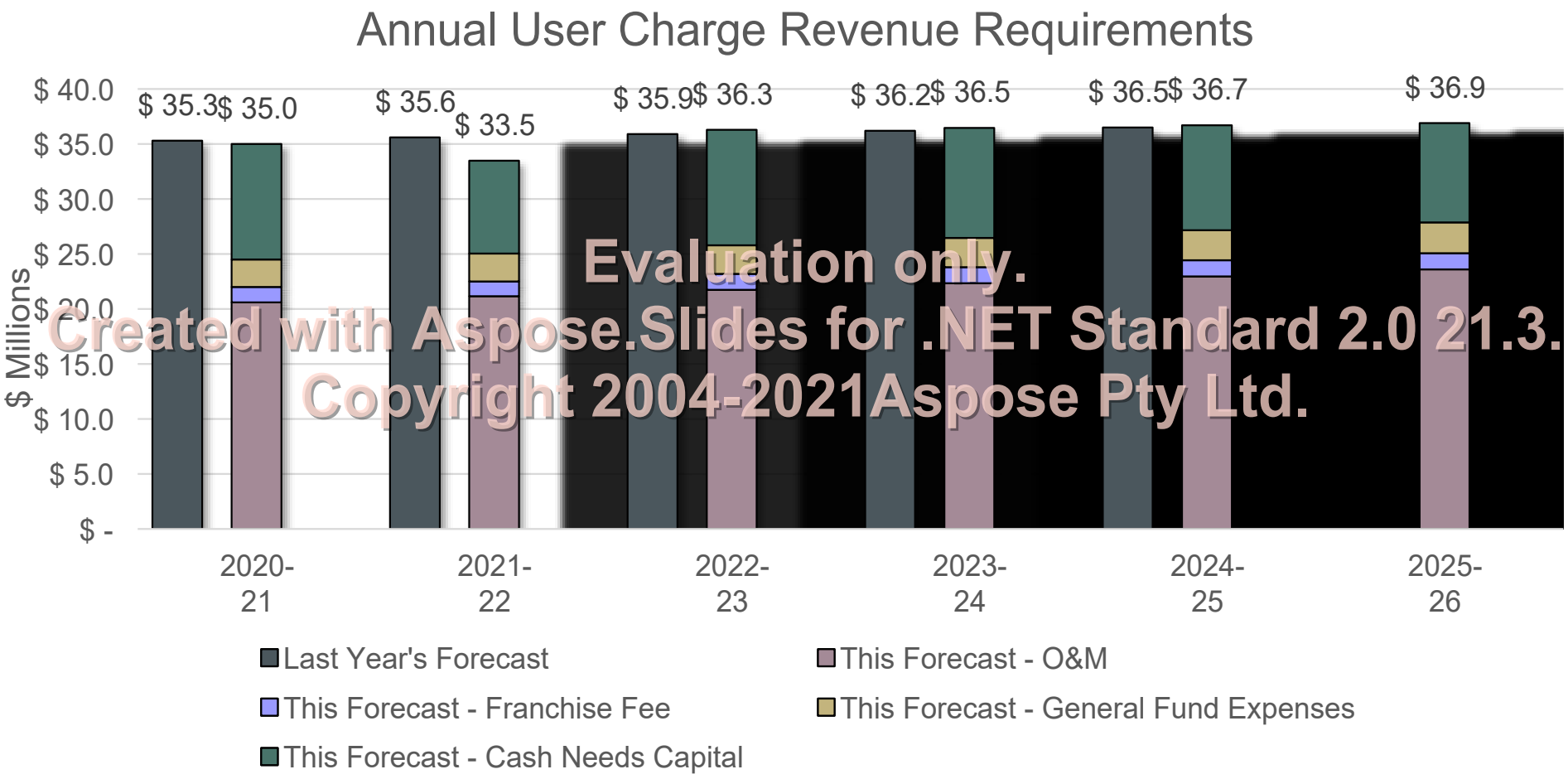


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The large fund balance difference shown in FY2021 is caused by $17.4M more capital spending in last year's forecast (FY2021); lower fund balances in this year's forecast the result of increased capital spending (FY22-FY26).

This forecast proposes a reduction in the target cash reserve from 365 days to 180 days in FY2023.

Water Division Total Revenue Required – Minimized Impact



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Additional capital projects leads to slightly higher forecasted revenue requirements in this forecast compared to last year's forecast.

Water Division Conclusions

- **The increased Capital Improvement Plan puts pressure on cash reserves.**

- **Rate increases can be avoided by taking select actions, including:**
  - Reducing the target cash reserve from 365 Days to 180 Days
  - Passing the Franchise Fee to customers (4% increase to customer bills)
  - Debt financing the San Juan Chama Pipeline ($24.9M in proceeds)

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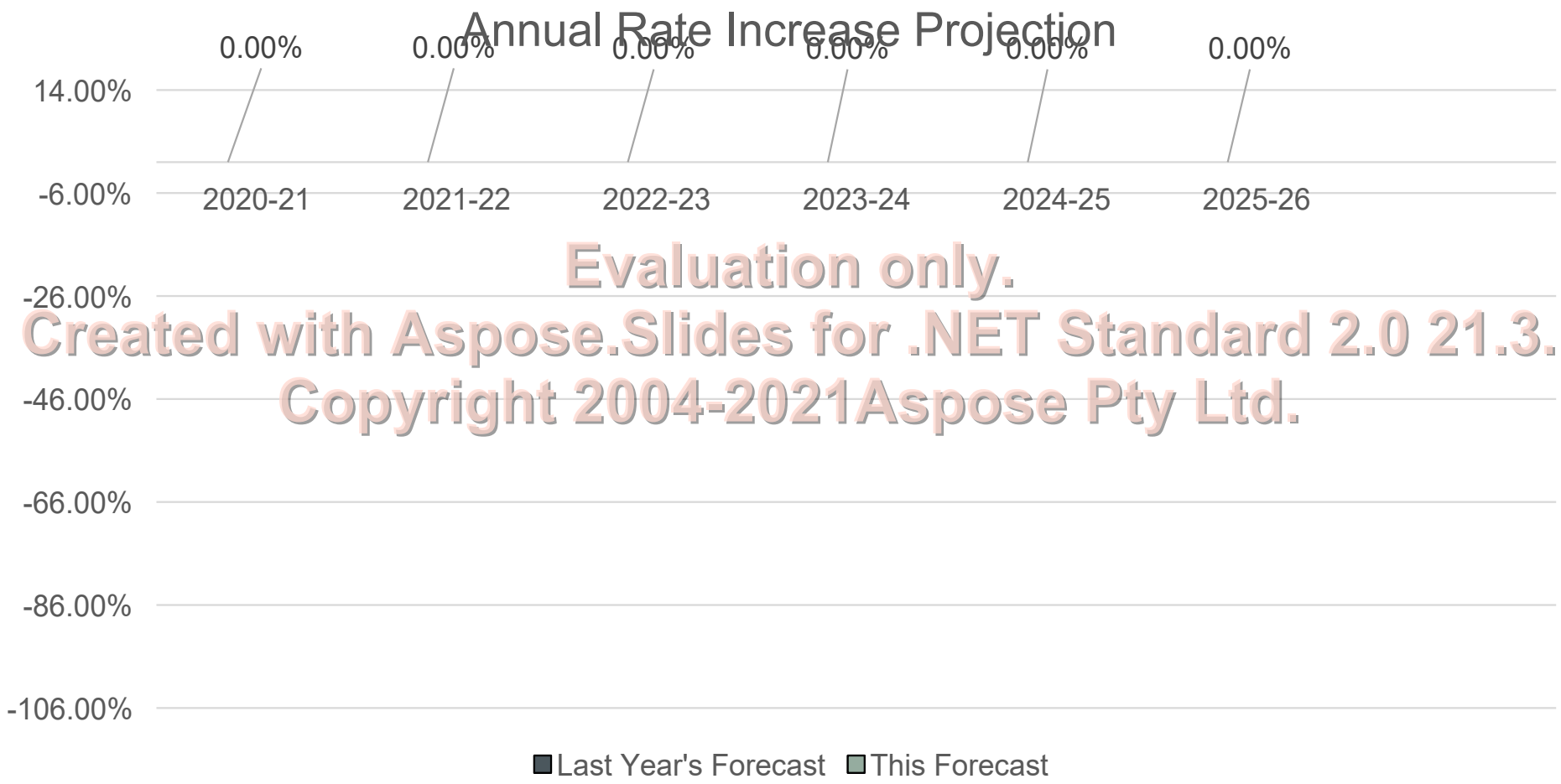


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Wastewater

Projected Wastewater Revenue Increases



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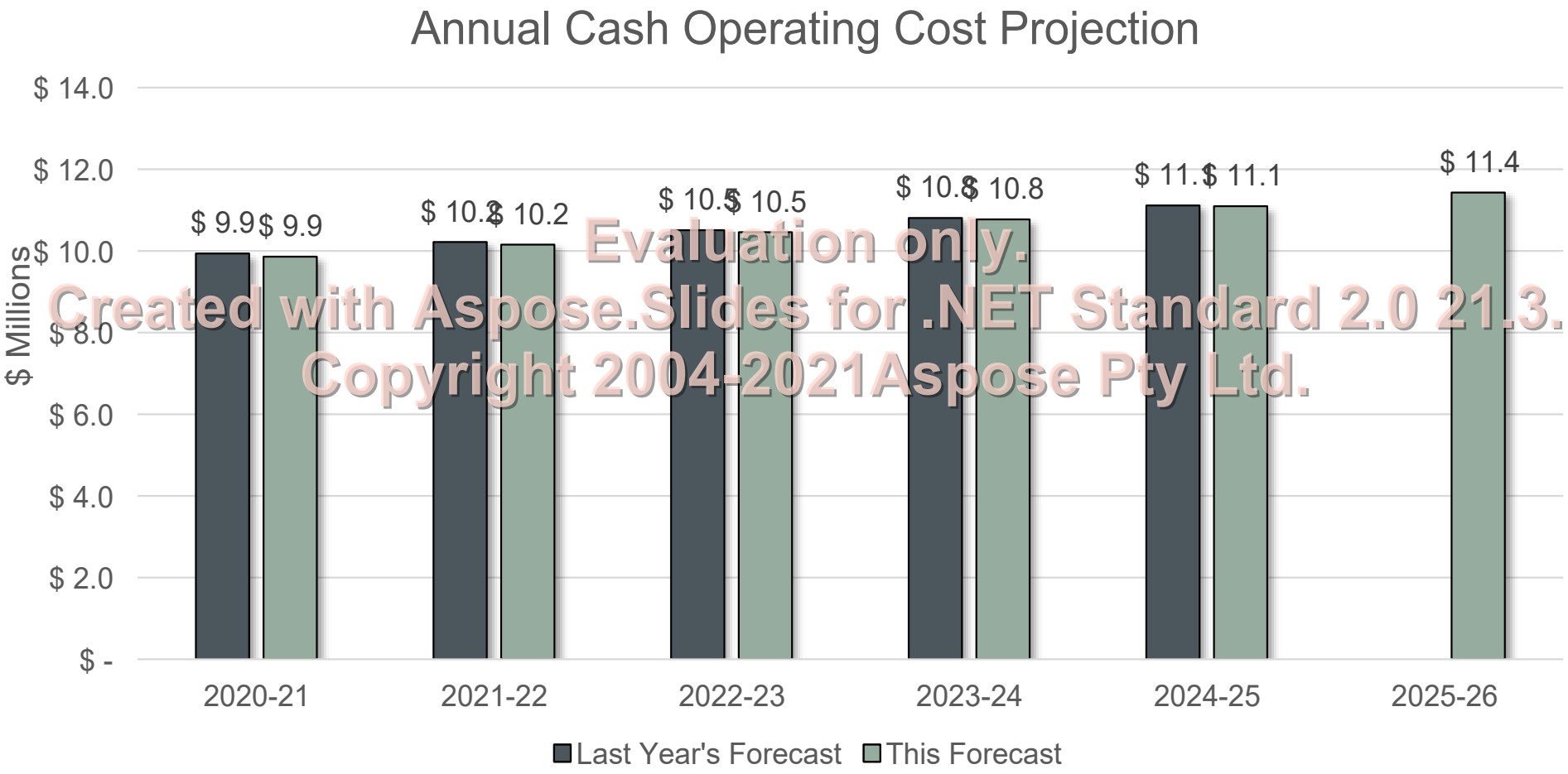
No additional increases needed.

Factors Driving this Forecast

Description	6-Yr Impact in Our Forecast
Updated Capital Improvement Plan	$8.3M
COVID impact to rate revenues and GRT revenues	2.3M
Total Cost Increases	**$10.6M**

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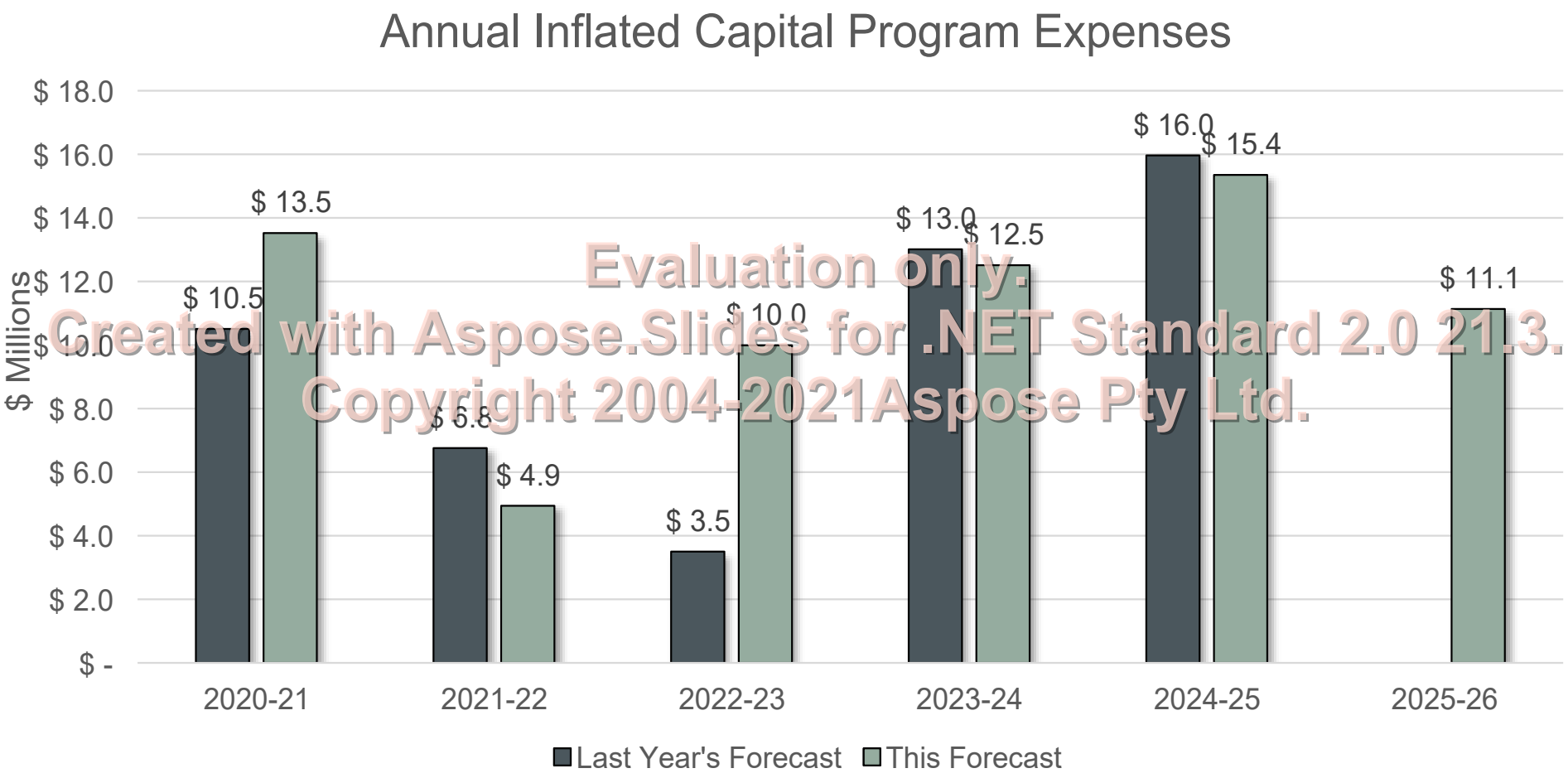
Wastewater Division Operating Cost Forecast



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Projected operating costs remain approximately the same compared to last year's forecast.

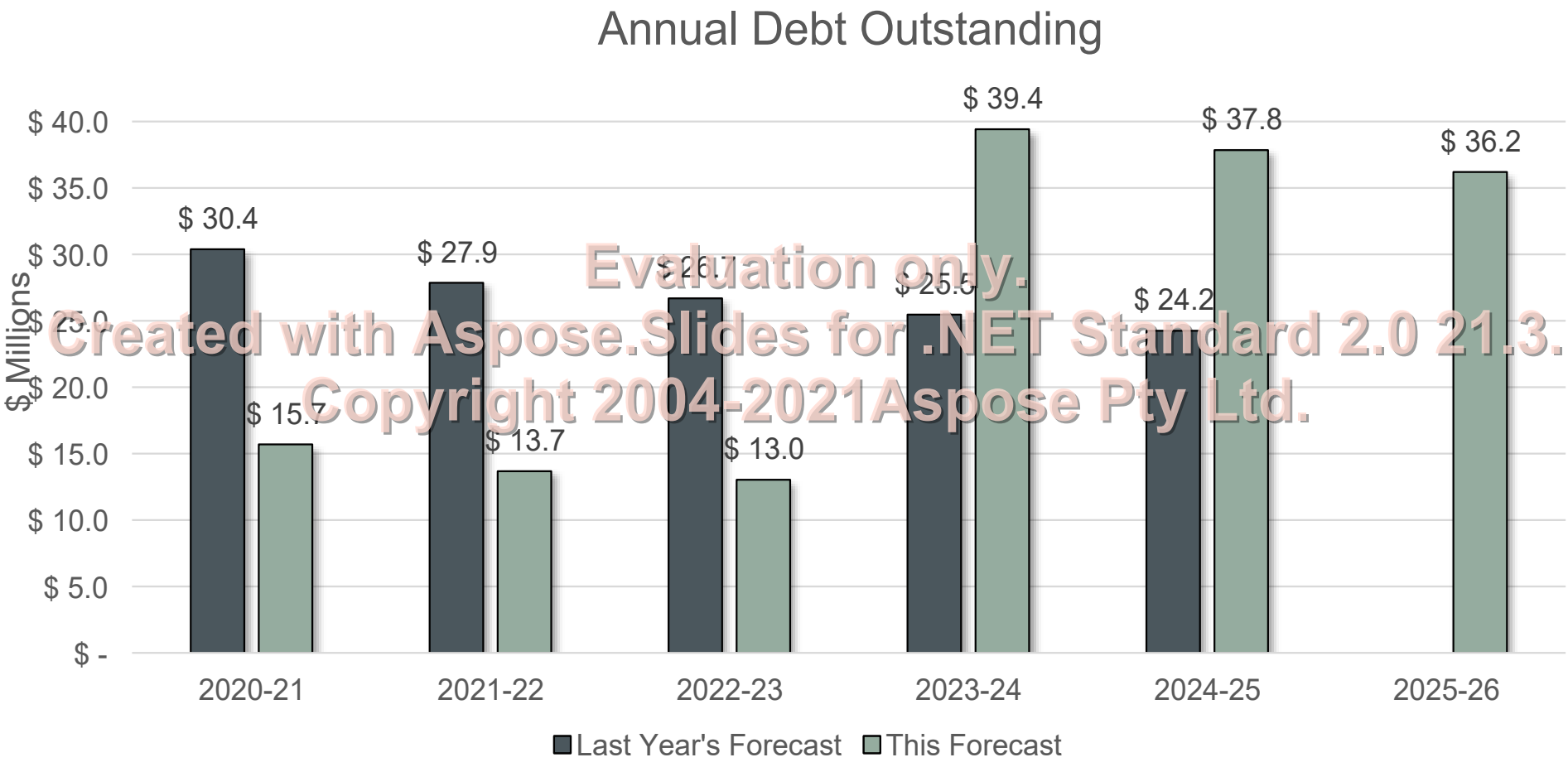
Wastewater Division Capital Project Forecast



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Higher capital spending is a result of an update to the CIP – results in no impacts to rates.

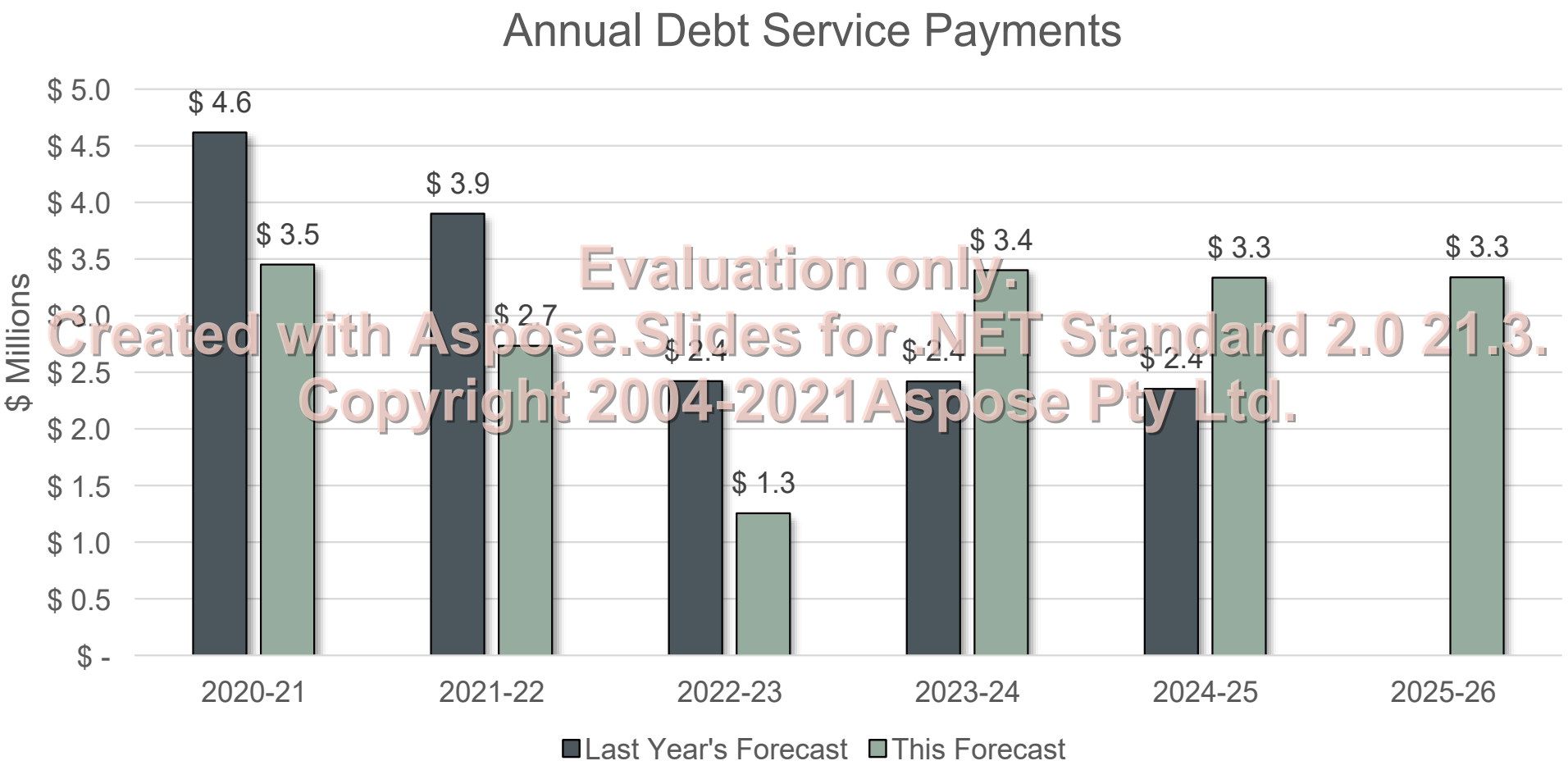
Wastewater Division Outstanding Debt Obligations



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Proposed new debt has shifted from FY2021 to FY2024 and the amount issued is higher to support additional projects.

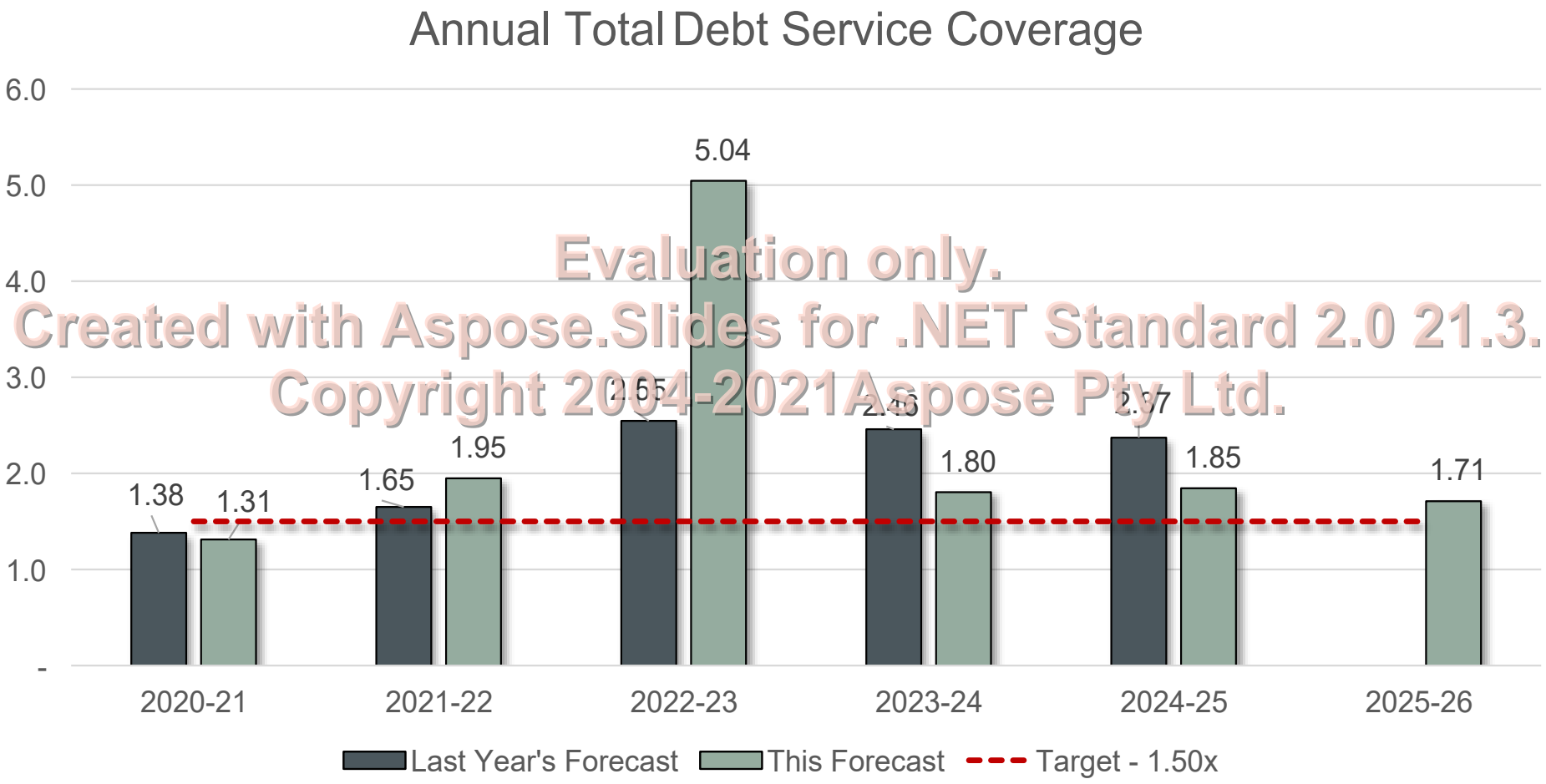
Wastewater Division Debt Service Obligations



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Long-term debt service increases by ~$1M from last year's forecast due to the change in timing and amount of bond financing for the CIP.

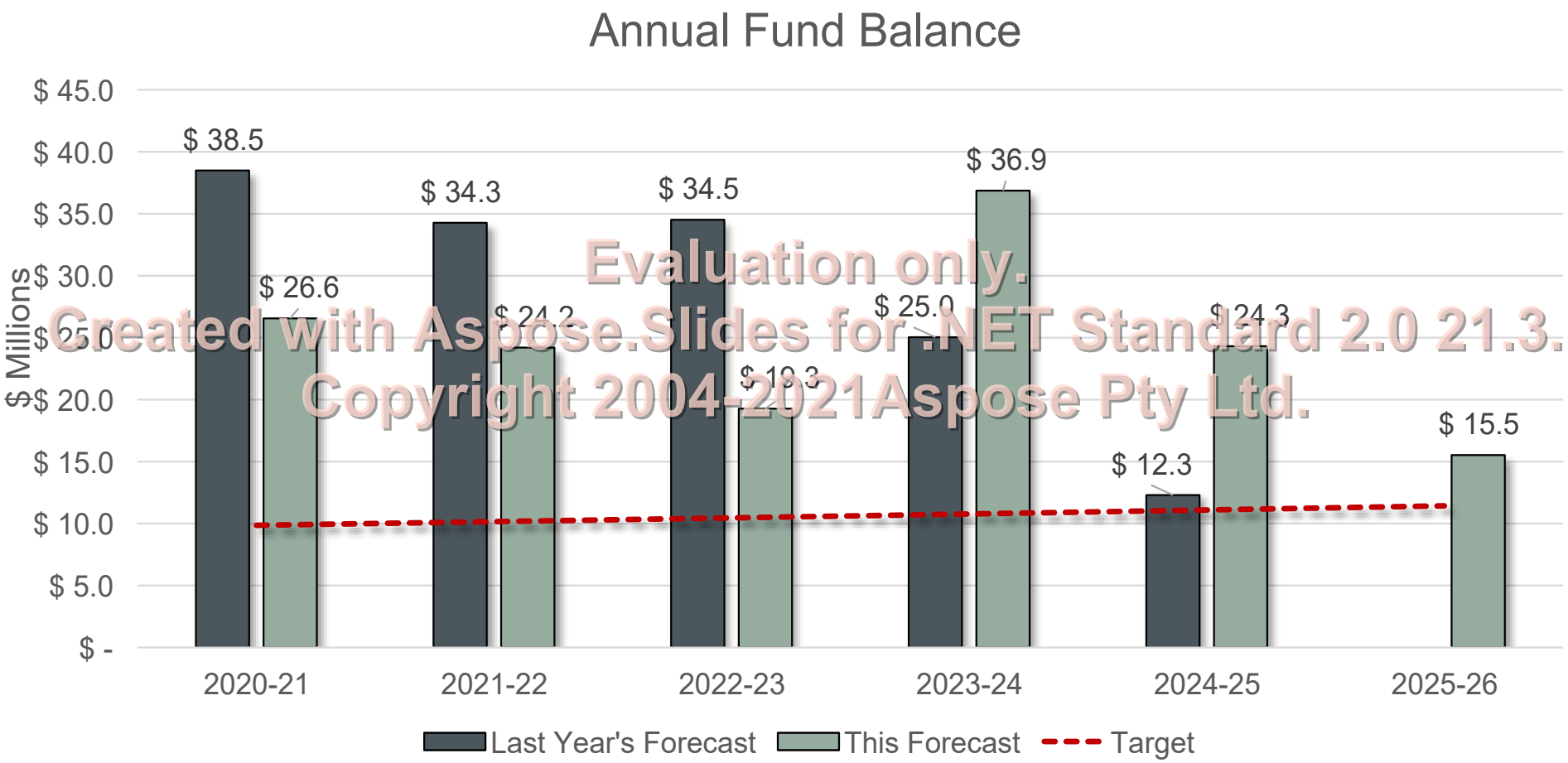
Wastewater Division Debt Service Coverage



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FY20-21 was projected to be a low point in coverage, but the situation corrects for future periods.

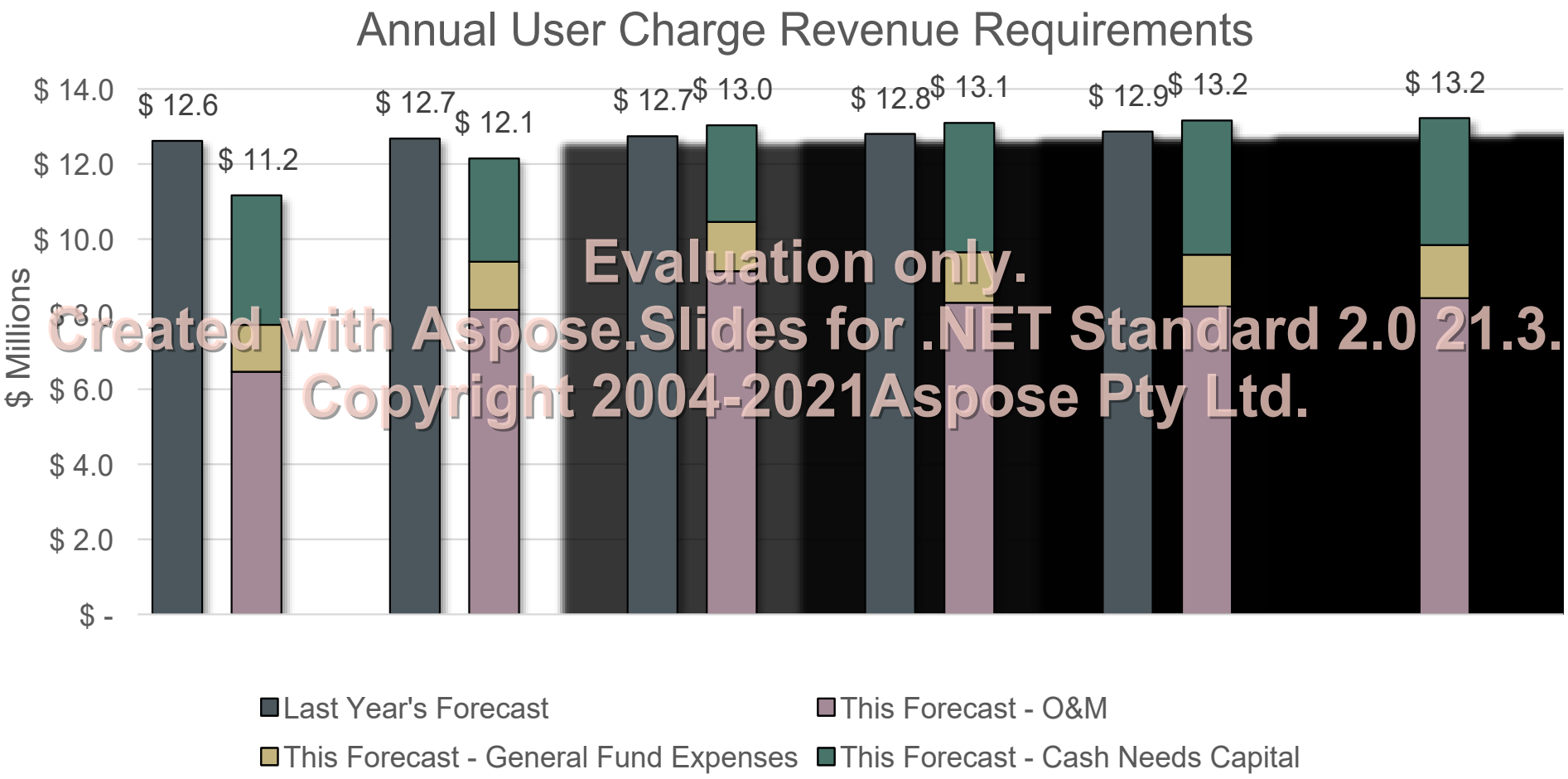
Wastewater Division Cash Reserve Forecast



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Timing and amount of debt issued is the primary driver of cash reserve difference.

Wastewater Division Total Revenue Required



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Higher reliance on cash reserves due to COVID in beginning of forecast puts downward pressure on revenue requirement.

Wastewater Division Conclusions

- **Rate increases may be avoidable if:**
  - » Bonding can be secured for the nutrient removal project in FY2024

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Environmental Services

Environmental Services Revenue Increase Scenarios

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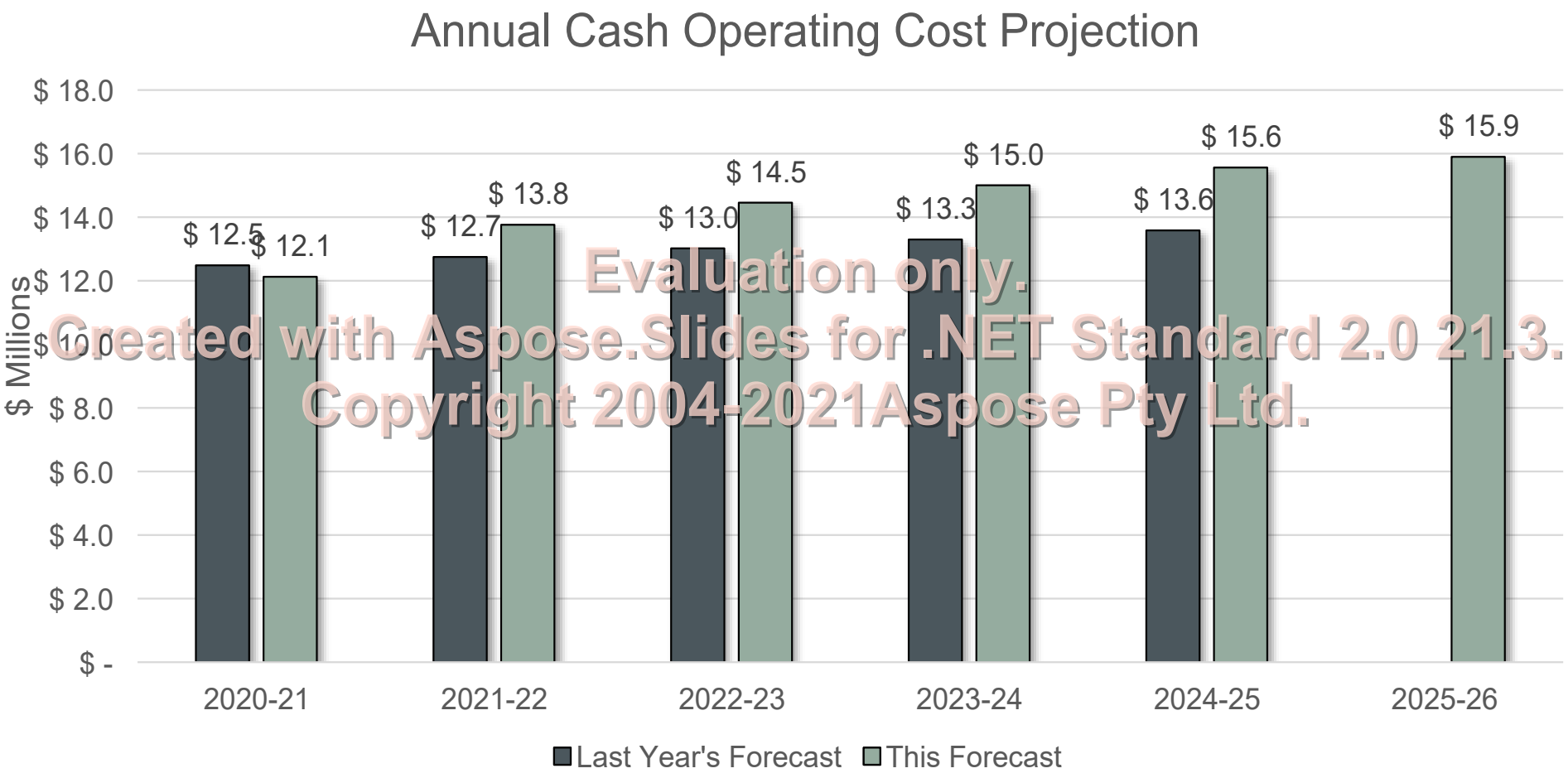
Rate increases are needed to cover the increased landfill and processing fee, and fund vehicle replacements. Scenarios vary depending on desired frequency of rate increases.

Factors Driving this Forecast

Description	6-Yr Impact in Our Forecast
New building/shop project delay & higher cost estimate	$9.8M
Landfill tip fee increase & new processing fee	8.4M
COVID impact to rate revenues and GRT revenues	1.0M
Total Cost Increases	**$19.2M**

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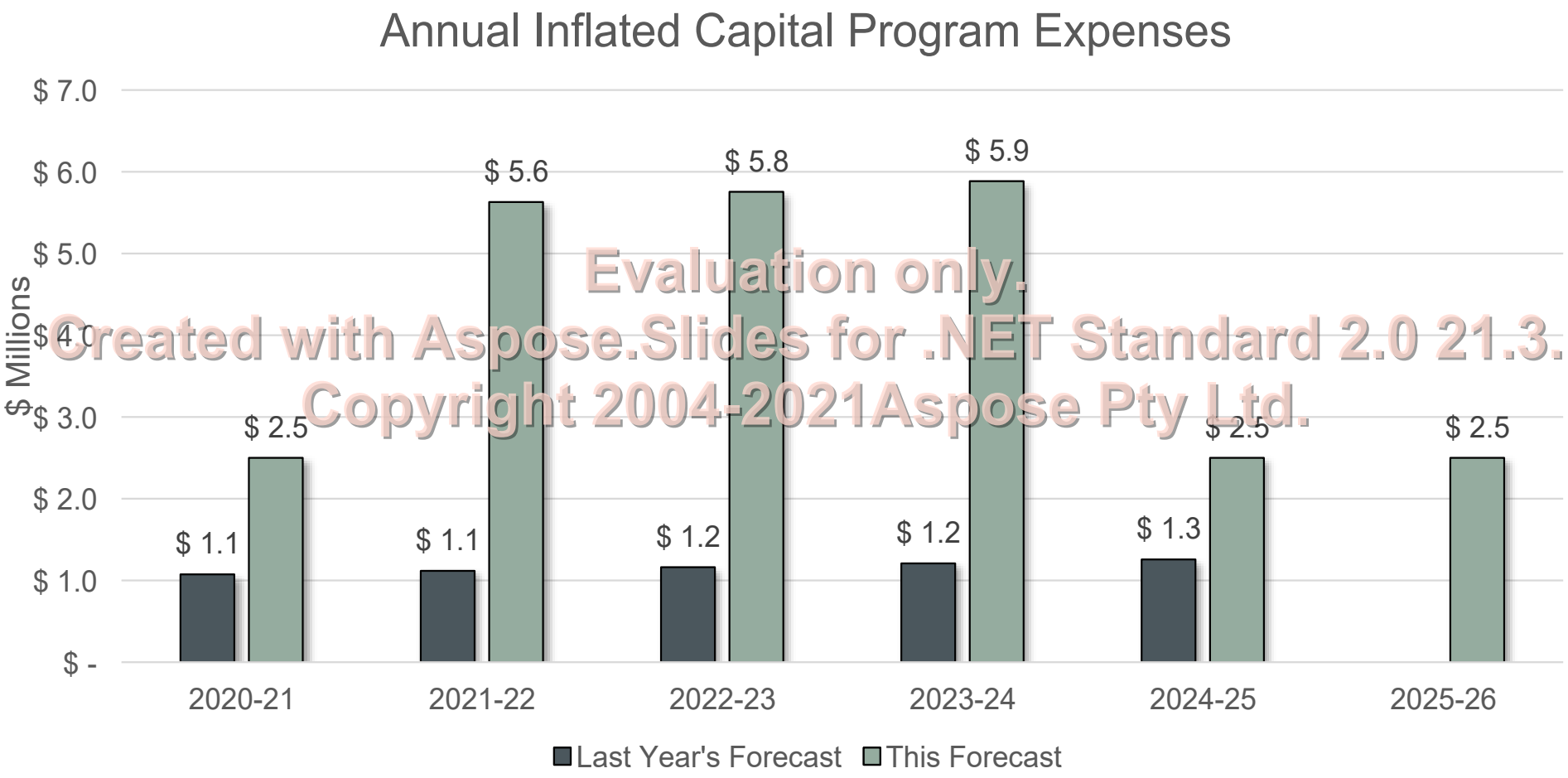
Environmental Services Division Operating Cost Forecast



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An increase in the landfill tip fee, and introduction of processing fee causes operating costs to be projected higher.

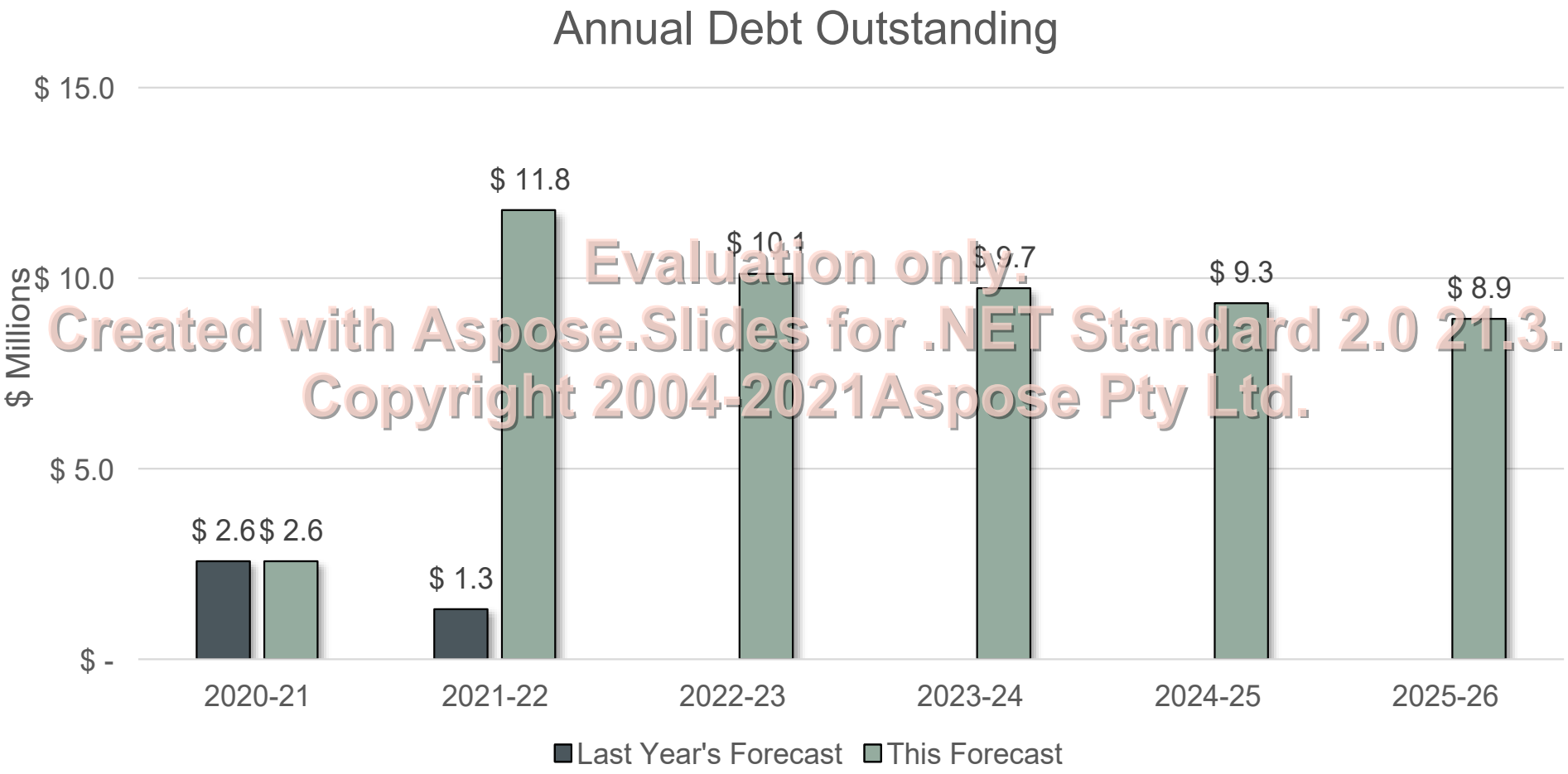
Environmental Services Division Capital Project Forecast



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Higher capital costs and the delay in the new shop/building results in higher projected capital spending.

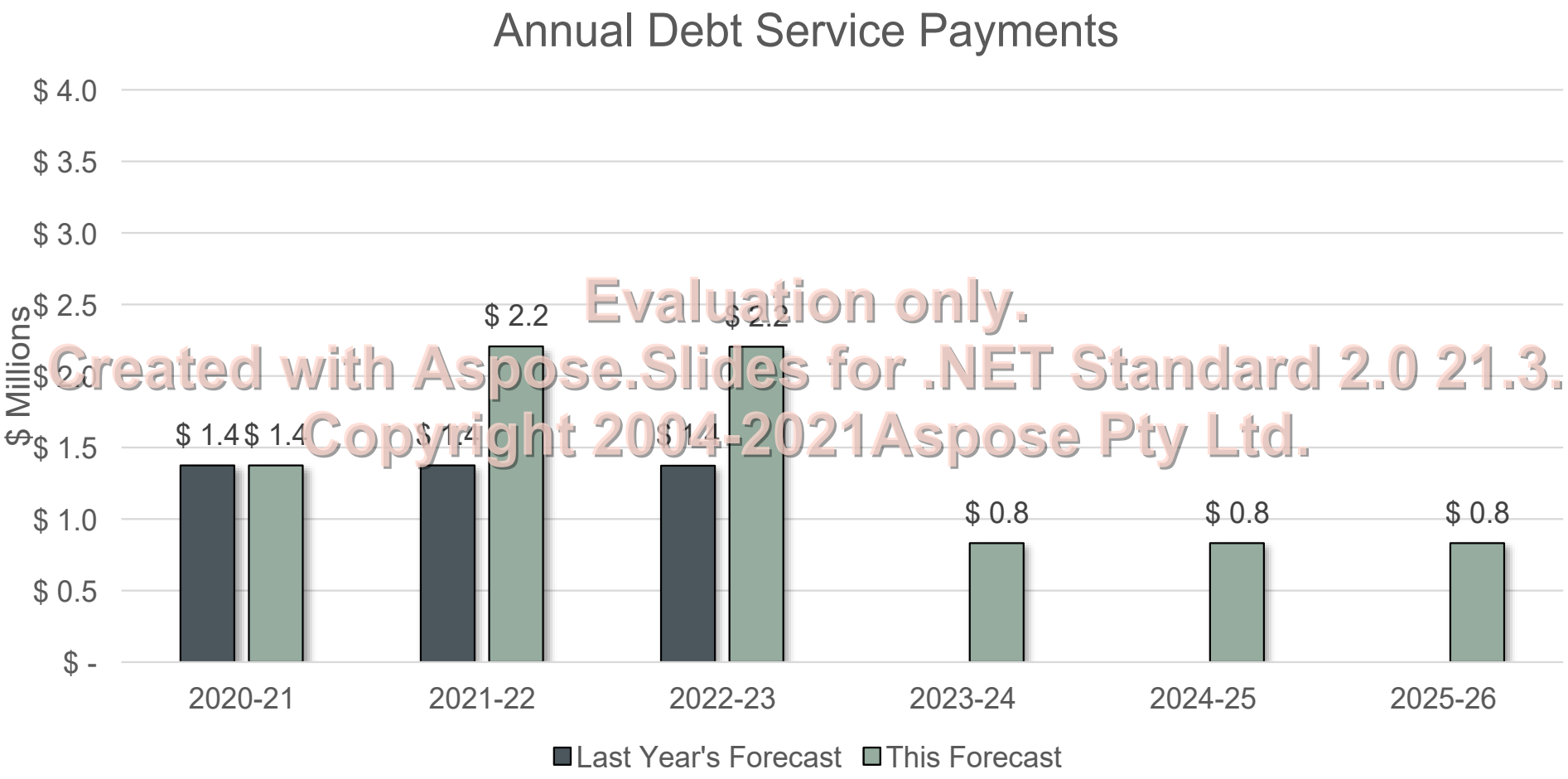
Environmental Services Division Outstanding Debt Obligations



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New debt proposed to fund the new shop/building costs. Timing of debt issuance is assumed to occur in FY2022.

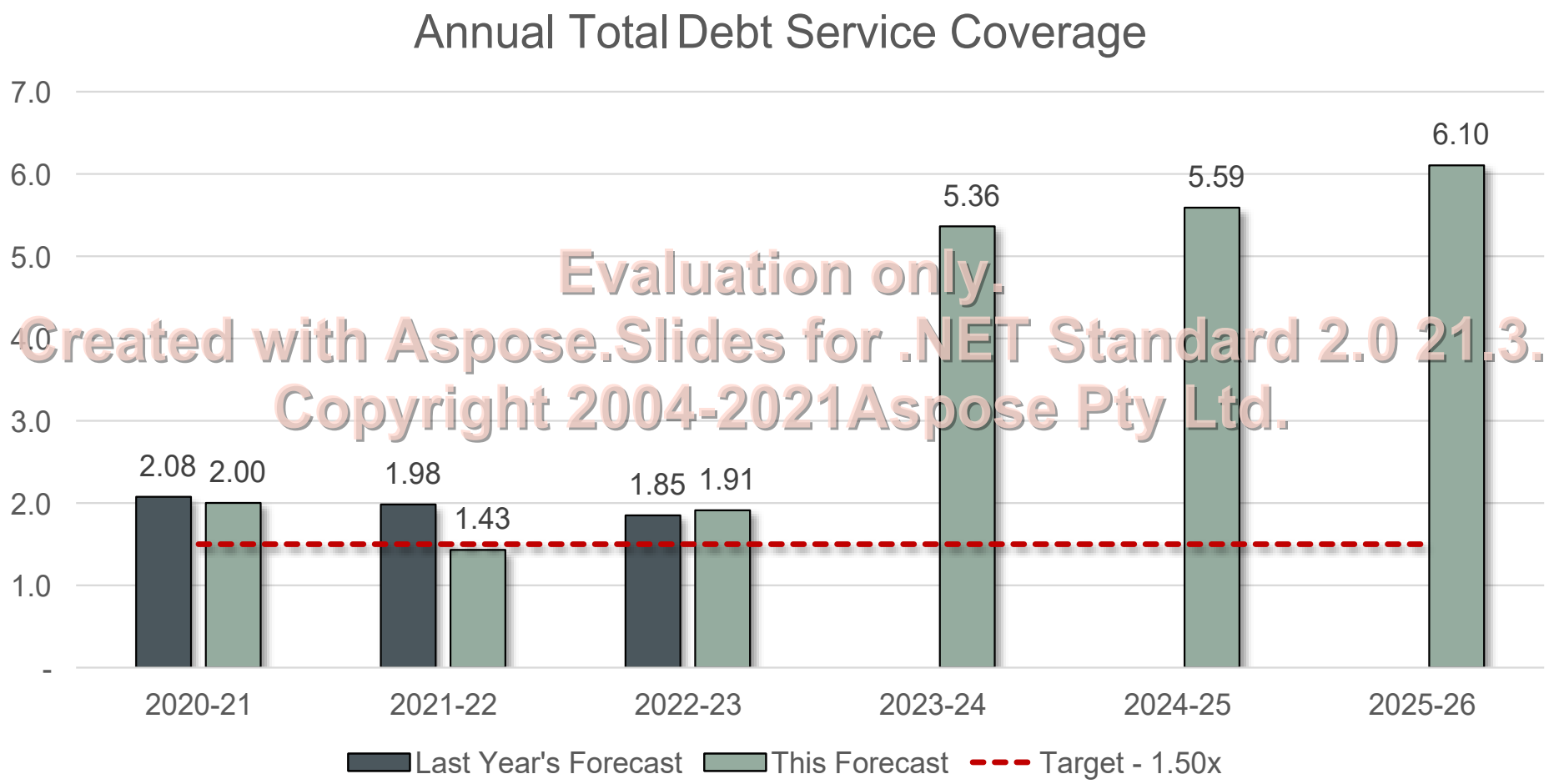
Environmental Services Division Debt Service Obligations



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The proposed new debt issuances increase annual debt service payments starting in FY2022.

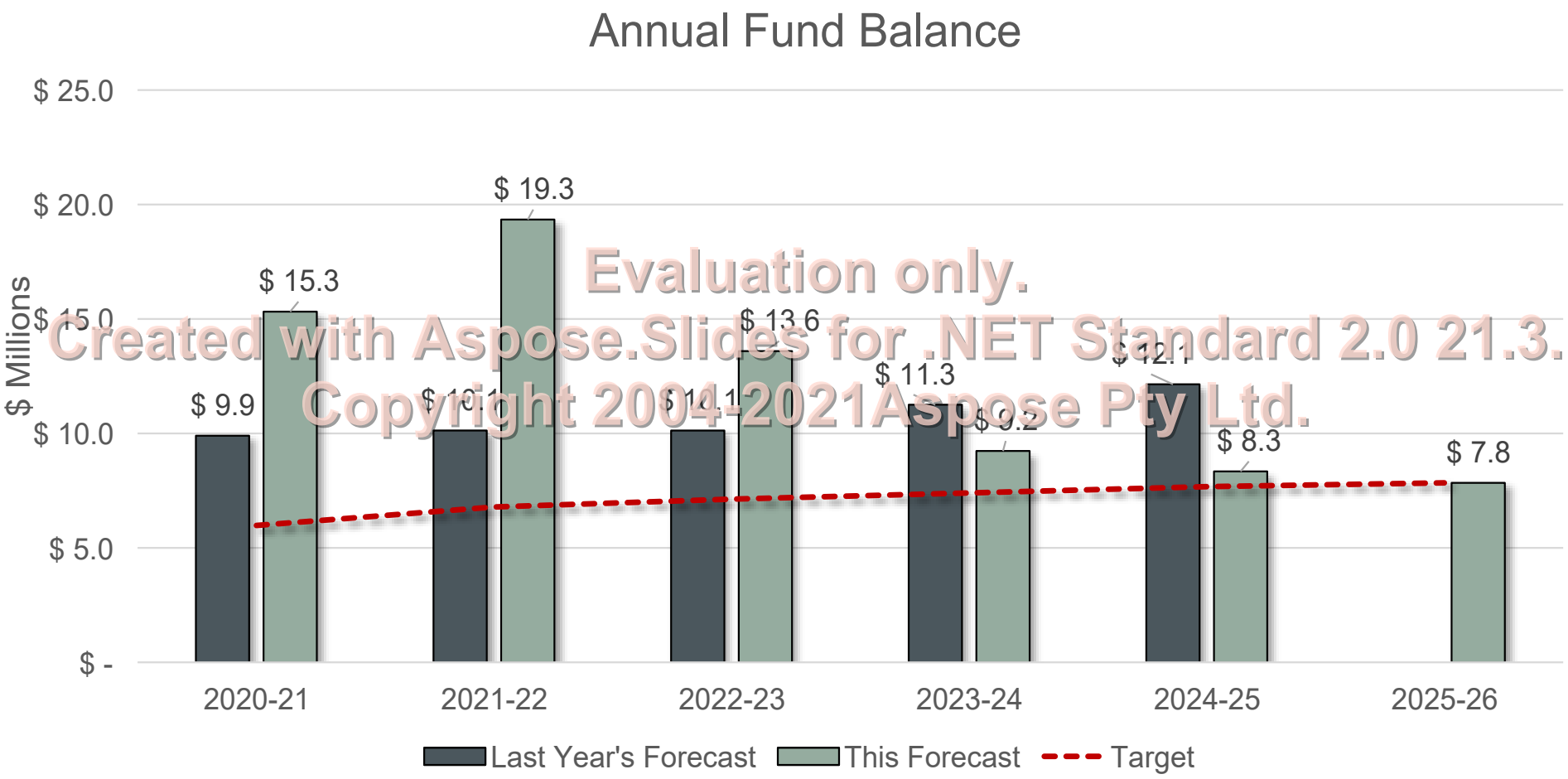
Environmental Services Division Debt Service Coverage – Annual Increases



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Debt Service Coverage drops with increase in landfill costs and issuance of debt to fund new shop/building, but quickly rebounds as revenues increase and existing debt obligations are retired.

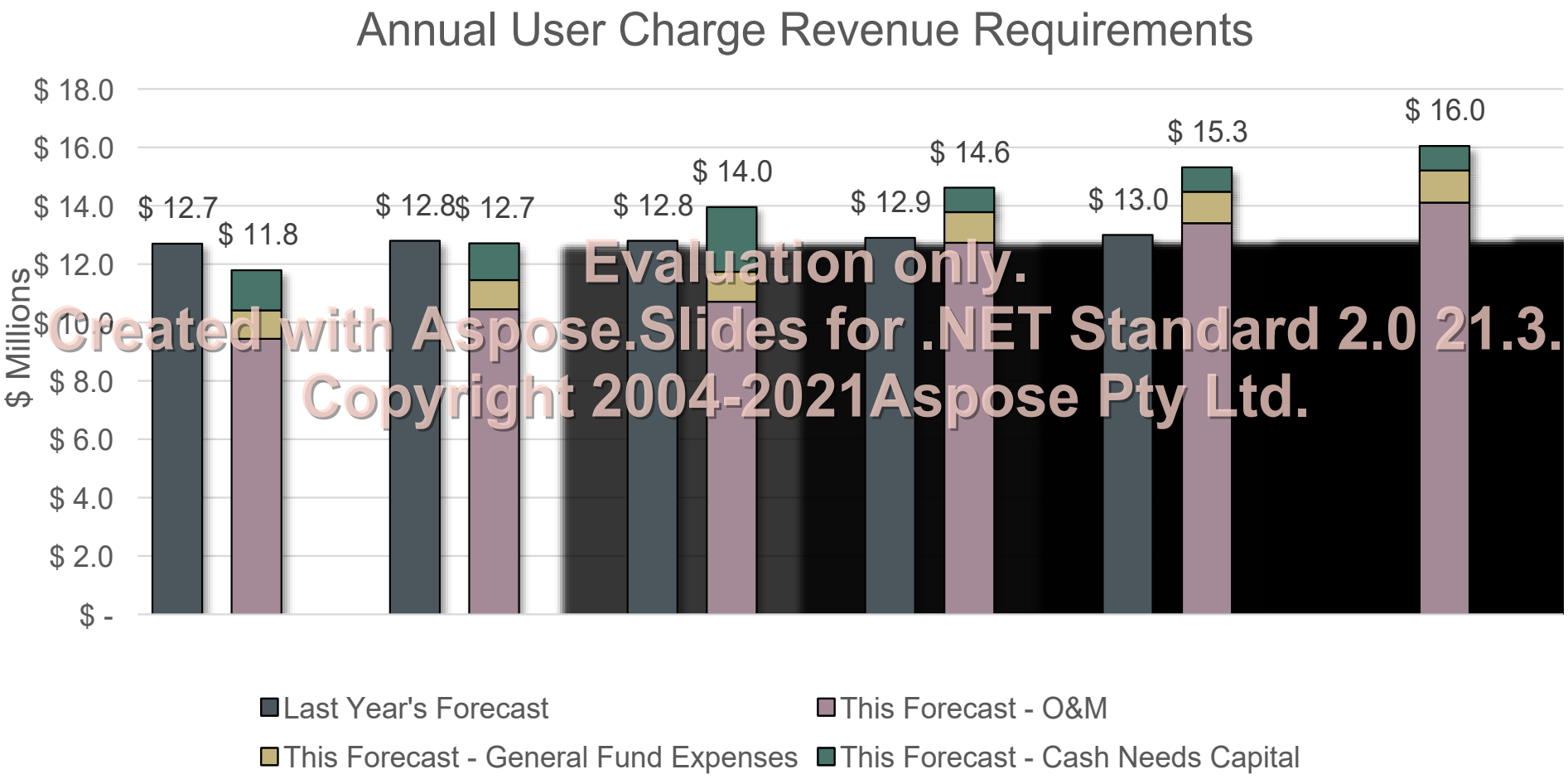
Environmental Services Division Cash Reserve Forecast – Annual Increases



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Delay in new shop/building project and expected bond issuance drives cash reserves higher in front end of forecast. Increased landfill and vehicle replacement costs draw down cash reserves to target level by end of forecast.

Environmental Services Division Total Revenue Required – Annual Increases



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Revenue requirement initially is lower compared with last year's forecast due to COVID impacts, but quickly moves higher due to increased landfill costs and vehicle replacements.

Environmental Services Division Conclusions

- **Landfill and processing fee costs are expected to rise from $2.5M to $4.7M over forecast (84% increase).**

- **New shop/building is expected to cost $9.8M**

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- **Rate increases are needed to cover the increased landfill/processing fee and fund vehicle replacements**
  - » Pathway to achieve this varies depending on frequency of rate increases
    - – Based on feedback, a proposed rate design approach will be brought to the Commission/Council

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Utility Admin Cash

Admin Cash Redistribution

- **Utility Divisions are allocated budgeted expenses from utility admin (Fund 511)**

- **Actual spending in Fund 511 is almost always less than budgeted**
  - Surplus had been building over time

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- **Surplus cash has been redistributed to utility divisions**

- **True-up will be performed each year going forward**
  - Excess cash will be distributed to utility divisions

Thank you!

Questions?

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Jason Mumm
Principal
(719) 284-9168
jasonm@fcsgroup.com

www.fcsgroup.com

FCS GROUP
Solutions-Oriented Consulting

City of Santa Fe New Mexico
Memorandum

Date: May 17, 2021

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

From: Regina Wheeler, Public Works Department Director GR
Gino Rinaldi, Recreation Division Director RW

RE: Bicentennial Pool Action Plan for 2021 Season

EXECUTIVE SUMMARY:

The Resolution and a possible amendment provide the Governing Body with two options for how the City shall proceed with regards operations for Bicentennial Pool in the 2021 summer season.

BACKGROUND:

The Bicentennial Pool, constructed in 1976, is 45 years old and has received no major renovations since it was built. City staff recently discovered that the Bicentennial Pool was leaking approximately 130,000 gallons per month, equivalent to approximately 3 gallons per minute. Since the Bicentennial Pool is the only public outdoor pool in the City and it is typically open from Memorial Day weekend to the first week in September and serves approximately 200 patrons each day, staff quickly engaged contractors to assess and repair leaks with the goal to ready the pool for the 2021 summer pool season. Some large repairs are needed, including replacing the gutters surrounding the pool but these repairs could not be completed prior to the 2021 summer season. Leaks in the bottom drains and inlets have been repaired which will reduce the water loss some amount that will be measured after the pool is refilled. Additional minor repairs are required to open the pool, which will take at least through the end of May to complete. After repairs are complete, the pool will be refilled, the functionality and safety verified and inspected by NMED, and an actual schedule for potential reopening could be established.

Bicentennial Pool requires a major remodel to address all issues and leaks. A contractor is developing a quote for the recommended major renovation project. That quotation is expected by June 30, 2021, after which time funding would need to be identified and contracts approved by Governing Body. Work could begin at that time which is estimated to be September 2021.

The Recreation Department currently has staffing to operate three pools for the 2021 summer season. Fort Marcy and Genoveva Chavez Community Center pools are open now and will continue to operate for the 2021 summer season. Since the opening of Bicentennial Pool was delayed, and constituent groups are in need of additional pool facilities, the Recreation Department is planning to open the newly remodeled Salvador Perez pool in late May 2021. The Recreation

Department is also pursuing additional staffing to be able to operate 4 pools. Because the decision of use of the City's only outdoor pool involves a significant loss of water, during a severe drought year, the Governing Body is being asked to decide, with this Resolution, whether to operate the Bicentennial Pool with a leak of approximately 3 gallons per minute for the 2021 summer season. If Bicentennial Pool is not opened for the summer, then Salvador Perez Pool will remain open. If Bicentennial Pool is opened during 2021 summer season, the decision to keep Salvador Perez open or closed will be dependent upon Recreation Division staffing levels achieved this summer.

ACTION REQUESTED:

The Governing Body is asked to adopt one of two options, listed below, for an action plan on Bicentennial Pools operations for the 2021 summer season. The first option is written into the Resolution. Option two is provided as a separate amendment, which can be incorporated into the Resolution in place of Option one, if selected by Governing Body.

1. Complete repairs on Bicentennial Pool that can be made prior to opening for some portion of the 2021 summer season. After filling the pool and passing NMED inspection, establish and publicize a date to open the Bicentennial Pool. Depending on staffing levels achieved, determine if Salvador Perez pool would be closed or remain open for the remainder of the 2021 summer season. This is the option included in the Resolution as drafted.
2. Decide not to open Bicentennial Pool in the 2021 summer season with a leak of approximately 3 gallons per minute and pursue a permanent, long-term solution to repair Bicentennial Pool.

ATTACHMENTS:

Resolution
Amendment
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Roman "Tiger" Abeyta

Councilor Signe I. Lindell

A RESOLUTION

ESTABLISHING AN OPERATIONAL PLAN FOR THE BICENTENNIAL POOL FOR THE 2021 SEASON.

WHEREAS, the City of Santa Fe ("City") owns and maintains four pools throughout the city: Fort Marcy, Salvador Perez, Genoveva Chavez, and the Bicentennial outdoor pool; and

WHEREAS, the Bicentennial Pool is the only public outdoor swimming pool in the City, located at 1121 Alto Street; and

WHEREAS, the Bicentennial Pool provides the opportunity for a variety of water activities to the public during the summer season, including water Zumba, recreation swimming, lap swimming, and special events such as the season-ending Doggie Dip; and

WHEREAS, the Bicentennial Pool is typically open from Memorial Day weekend to the first week in September and serves approximately 200 patrons each day, generating approximately $33,000 in revenue annually; and

WHEREAS, various community groups utilize the Bicentennial Pool each year, including the City's youth programs, Santa Fe Aquatic Club Masters program, Santa Fe and Pojoaque Boys

and Girls Club, and numerous other private groups and schools; and

WHEREAS, the Bicentennial Pool was constructed in 1976 in honor of the bicentennial of the United States, and has received no major renovations since that time; and

WHEREAS, since the pool was built, there have been upgrades to the pump room including new sand filters, pumps, filtration systems, and electrical shut-off switches as well as the addition of two play structures and three shade structures; and

WHEREAS, on January 8, 2021, the Public Works Department became aware that Recreation Department staff believed the pool was leaking approximately six inches of water per day; and

WHEREAS, Recreation Department staff had obtained a quotation on January 5, 2021 to repair the gutters and replaster the pool at an estimated cost of $222,383; and

WHEREAS, Public Works Department staff established a purchase order and contractors began work on February 24, 2021 to assess and propose solutions for the 2021 season with the goal of performing the minimum repairs necessary, not including the repair of the gutters, to the pool to open by Memorial Day, 2021; and

WHEREAS, contractors confirmed that the pool gutters were the primary source of leakage and that the gutters could not be repaired in time for the 2021 season due to a six-month lead time on procuring replacement gutters; and

WHEREAS, the City has contracted to repair some leaks as soon as possible, including sealing the bottom drains and repairing some inlet water leaks, which staff believe will reduce the rate of water loss; and

WHEREAS, City staff have determined that there are no safety risks to the public associated with the water leaks; and

WHEREAS, water meter data from June through October of 2020 shows that the pool complex used an average of 168,000 gallons per month; and

WHEREAS, not more than 28,000 gallons per month could be attributed to evaporation from the pool; and the remaining 140,000 gallons per month of water useage is a result of shower and bathroom use, water splashed out of the pool, and leakage, indicating the maximum size of the leak at the time it was discovered was approximately 3 gallons per minute; and

WHEREAS, SFCC 1987, Subsection 25-3.2(A) states that municipal facilities shall not waste water and that leaks in excess of 0.25 gallons per minute constitute wasting water; and

WHEREAS, SFCC 1987, Section 25-3.2(B) states that "flow resulting from temporary city water systems or malfunctions" is not wasting water, but should be minimized; and

WHEREAS, Santa Fe, and the broader Southwest Region is in the midst of a "mega drought" in which water resources may become even more scarce, necessitating increased conservation of this precious resource; and

WHEREAS, the Public Works Department and the Recreation Department intend to work with the Water Conservation Office to follow the same monitoring and action plan that other businesses with identified leaks would take; and

WHEREAS, the Santa Fe Community College has two indoor swimming pools that are available for use by the public and Defined Fitness recently opened with access to a pool; and

WHEREAS, while positions within the Recreation Department have been unfrozen and filled, the Department currently only has staff to operate three pools, but is working to add staff to be able to operate four pools; and

WHEREAS, the recently remodeled Salvador Perez Pool will be opened to the public before Memorial Day, 2021, to respond to community demand for pool facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, in light of the information provided by City staff, including those from the Public Works Department, the Recreation Department, and the Water Conservation Office, the City shall perform any repairs that can be made prior to opening for some portion of the 2021

summer season and, after passing an inspection by the New Mexico Environment Department, establish and publicize a date to open the Bicentennial Pool for the remainder of the 2021 summer season.

PASSED, APPROVED, and ADOPTED this_____day of_____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Bicentennial Pool Operational Plan

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

Members of the City Council:

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

1. On page 4, line 2 after "shall" ***strike*** the remainder of the sentence and ***insert*** in lieu thereof "keep the Bicentennial Pool closed for the 2021 summer season and pursue a permanent, long-term solution to repair Bicentennial Pool."

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED:_____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10302.8(A)

FIR No. 3327

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Bicentennial Pool Operating Plan

Sponsor(s): Mayor Webber, Councilor Lindell, and Councilor Abeyta

Reviewing Department(s): Public Works, Community Health and Safety, Public Utilities

Staff Completing FIR: Regina Wheeler Date: 5/12/2021 Phone: 955-6622

Reviewed by City Attorney: _____ Date: May 17, 2021

Reviewed by Finance Director: Alexis Lotero Date: May 17, 2021

Alexis Lotero (May 17, 2021 16:16 MDT)

Summary:

The proposed Resolution addresses operations at the Bicentennial Pool for the 2021 summer season. Analysis of past water meter data indicate that the pool is leaking approximately 3 gallons per minute, which equates to approximately 130,000 gallons per month. Some repairs are being completed prior to the 2021 summer season to reduce the leak. Additional repairs that will take 8 months or more are required to fully repair the pool. The City's Water Conservation group is collaborating with Public Works to monitor and address the leak.

Departments Affected:

Community Health and Safety, Public Utilities, Public Works

Consequences of Not Enacting Legislation:

The Governing Boy will not provide City staff with an action plan for the operation of Bicentennial Pool for the 2121 season.

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

None identified.

Performance and Administrative Implications:

Depending on staffing levels achieved by the Recreation Department for the 2021 summer season, opening the Bicentennial Pool may require closing the Salvador Perez Pool.

Fiscal Implications:

Fiscal implications of the increased operating costs are not major. However, limited capital funds are being spent on some repairs to minimize water loss during the 2021 summer season. The work is not complete at this time, but the total cost is estimated to be approximately $75,000, and will be completed regardless of whether this Resolution is adopted by the Governing Body or not.

Fiscal Impact

The fiscal impact of operating the Bicentennial Pool for the 2021 summer season with a leak of approximately 3 gallons per minute is approximately $18,000 in additional costs for the use of an additional 400,000 gallons of water. These funds are available in the FY21 and FY22 Recreation Department budget.

_____Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE _	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$ 6,000	$ 12,000	$		NR		$
Total:	$ 6,000	$ 12,000	$				$

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

Expenditure Narrative:

The pool will face increased water bills due to the leak.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: GR (May 17, 2021 16:33 MDT)

Email: earinaldi@santafenm.gov

Signature: RW (May 17, 2021 16:59 MDT)

Email: rawheeler@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

k) CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber) A Resolution Establishing an Operation Plan for Bicentennial Pool for the 2021 Season. (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622; Gino Rinaldi, Acting Recreation Division Director: earinaldi@santafenm.gov, 955-4710)

Committee	**Review:**
Introduced:	5/12/21
Finance Committee:	5/17/21
Public Works and Utilities Department:	5/24/21
Governing Body: 5/26/21	

FINANCE COMMITTEE ACTION:
Postponed-packet not ready –Legislative Svcs to determine which Committees going to before GB

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

memo

Date: **April 28, 2021**

To: **Governing Body**
Finance Committee
Public Utilities Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

FROM: **Bill Schneider, Water Resources & Conservation Manager** whs

RE: Part 1 of 2: Request to approve a Memorandum of Agreement (MOA) with the City of Santa Fe (City) and the United States Bureau of Reclamation (USBR) that outlines cost-share and scope to support water planning and management model development efforts as part of Santa Fe Water 2100. MOA includes a grant providing the City with $269,000 in-kind technical services via USBR WaterSmart Operations Pilot Program.

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is requesting approval of a MOA between the City and the USBR that will support the ongoing water supply planning efforts specified in *City Resolution 2019-56*.

BACKGROUND AND SUMMARY

The City applied for and was awarded a grant from USBR under their WaterSmart Operations Pilot program. The grant is a continuation of the City's successful collaboration with USBR under their Basin Study program and conforms to funding sources and methods outlined in *City Resolution 2020-41*.

The WaterSmart Operations Pilot program is predicated on a 50-50 cost share requirement. The City will benefit from the USBR providing technical services which include developing long-range climate projections for Santa Fe watershed, San Juan-Chama, and Rio Grande flows that will be incorporated into a new dynamic simulation model for water management and planning. The dynamic simulation model will be developed as part of the City's portion of the 50-50 cost share. The model will be used to assess long-term gaps in supply and demand under uncertain future conditions including climate change. The new model will be a major upgrade to the antiquated WaterMAPS model and be called STEWARDS (Systems Tool for Evaluating Water Resources Decisions and Strategies). STEWARDS will be the tool utilized to evaluate ways to develop resiliency to drought and climate change via adaptation strategies as part of Santa Fe 2100 and Santa Fe Basin Study Update.

PROCUREMENT METHOD:
Government Contract – Memorandum of Agreement

CONTRACT NUMBER:
The FY20 Munis contract number is 3202695

FUNDING SOURCE:
This is an MOA for In Kind Services.

The funding source is:
Fund Name/Number: Water Enterprise Fund / 505
Munis Org Name/Number: Water CIP/ 5050395
Munis Object Name/Number: Design / 572960

ACTION REQUESTED

Staff requests approval of the attached MOA.

REFERENCES

- ***Resolution 2020-41*** *A Resolution Authorizing and Supporting the City Manager to Work with Public Utilities Staff to Identify and Apply for Federal and State Funding Sources for Water, Wastewater, and other Water Related Projects(…).*
- ***Resolution 2019-56*** *(A Resolution Directing Staff to Develop a 40-Year Water Plan and a Longer Range 80-Year Plan to Evaluate the City's Water Demand and Supplies(…)*

Department of Interior
Bureau of Reclamation

SANTA FE INTEGRATED WATER MANAGEMENT SYSTEM MODEL
MEMORANDUM OF AGREEMENT

The United States Department of Interior, Bureau of Reclamation (Reclamation) and the City of Santa Fe, New Mexico (City) agree to work collaboratively to develop the *Santa Fe Integrated Water Management System Model* (SFIWMS) as part of the WaterSMART Basin Study Program, Water Options Pilot. This Memorandum of Agreement establishes the terms that will guide the performance of the Study.

The study will build on the initial Santa Fe Basin Study (2015 Basin Study) (Llewellyn et al 2015) and the Basin Study Update (in progress) to develop a system-level water operations model that will fully represent Santa Fe's water supply system and associated water rights and Rio Grande Compact constraints. The proposed Santa Fe Integrated Water Management System (SFIWMS) will enable the City to examine and optimize operational strategies in its complex water supply and distribution system to meet multiple water supply and environmental objectives as well as consider adaptive strategies to satisfy future water demands as the climate continues to warm.

The Study Area consists of the City of Santa Fe and its water sources in the Santa Fe River Basin, portions of the Rio Grande Basin, and source water basins for San Juan-Chama Project water. The proposed SFIWMS will utilize dynamic simulation modeling approaches to represent the complex interactions of water supply, demand, and rights associated with the City of Santa Fe water system.

The resulting SFIWMS will provide projections of the relative timing of supply shortages for the City under an array of potential future conditions and allow for consideration of the tradeoffs of potential options and strategies. The result will be greater security in long-term supply for the City, consistent with economic, environmental, and cultural goals.

Total study costs will be $625,005. The City proposes support from Reclamation in the form of technical and reporting estimated at $269,000. The City will provide $356,005 through matching funds and in-kind services as a local cost-share.

ARTICLES

I. Definitions

A. "Reclamation" means the United States Department of the Interior, Bureau of Reclamation.

B. "Non-Federal Partner(s)" means the City of Santa Fe, New Mexico.

C. "Parties means Reclamation" and Non-Federal Partner(s).

D. "Agreement" means this Memorandum of Agreement.

E. "Contributed Funds Agreement" means a legal agreement used to receive "all moneys … from any State, municipality, corporation, association, firm, district, or individual for investigations, surveys, construction work, or any other development work incident thereto involving operations similar to those provided for by the reclamation law, are covered into the reclamation fund and shall be available for expenditure for the purposes for which contributed in like manner as if said sums had been specifically appropriated for said purposes," 43 USC § 395.

F. "Cost-Share" means a specific percentage (%) of identified charges that are allocated to specific entities or Non-Federal Partner(s).

G. "In-kind Services" means services provided by a non-Federal entity that substantially contribute to the completion of the work task or task identified.

H. "Confidential Information" means trade secrets or commercial or financial information that is privileged or confidential under the meaning of 5 USC §552(b)(4).

I. "Intellectual Property" means any invention that is legally protected through patents, copyrights, trademarks, and trade secrets or otherwise protectable under Title 35 of the United States Code, under 7 USC § 2321, et seq., or under the patent laws of a foreign country.

J. "Key Personnel" means:

i. Partner(s):

Mr. William Schneider
Water Resources Coordinator
City of Santa Fe Water Division
801 W. San Mateo, Santa Fe, NM 87505
505-955-4203

ii. Reclamation:

Ms. Dagmar Llewellyn
Hydrologist
Bureau of Reclamation
555 Broadway Blvd. NE, Suite 100, Albuquerque, NM 87102
505-462-3594

K. "Subject Invention" means any invention or other intellectual property conceived or first reduced to practice under this Agreement which is patentable or otherwise protectable under Title 35 of the United States Code, under 7 USC § 2321, et seq., or under the patent laws of a foreign country.

L. "Scope of Agreement" means those activities set forth in Appendix 1.

M. "Term of Agreement" means that period set forth under the Section IV, Article 9, Term of this Agreement.

II. Authorities and Financial Obligations

A. Authorities: Nothing in this Agreement alters the statutory authorities or any other authorities of the Non-Federal Partner(s) or Reclamation. This Agreement is intended to facilitate cooperative efforts for mutual provision of services and support, and technical assistance by both Parties in the conduct of meeting the objectives and scope of this Agreement. This Agreement does not supersede or void existing agreements between the Non-Federal Partner(s) and Reclamation.

   i. Reclamation's authority to enter into this Agreement:
      a. Reclamation Act of June 17, 1902 (ch. 1093, 32 Stat. 388; 43 U.S.C. §372, et seq.) and acts amendatory thereof and supplementary thereto.
      b. Title IX of the Omnibus Public Land Management Act of 2009 (P.L. 111-11, 123 Stat. 991).
   ii. Non-Federal Partner's authority to enter into this Agreement:
      a. NMSA 1978, § 3-18-1(B).
      b. City of Santa Fe Council Resolution 2016-071.

B. Cost Sharing: The costs of the Water Options Pilot will be shared between Reclamation and the Non-Federal Partner(s), with Reclamation providing $269,000 and the Non-Federal Partner(s) providing $365,005. The Non-Federal Partner(s)' financial contribution will include both cash and in-kind contributions, including City-funded consulting services and City staff in-kind project contributions. Reclamation's financial contribution to the Water Options Pilot shall not exceed 50% of the total cost. Valuation of in-kind services shall be in accordance with 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).
   a. $60,000 of the City of Santa Fe's cost-share for this Water Management Options Pilot, along with $60,000 of Reclamation's contribution to the project, will be used to support the Rio Grande Basin Study from the Lobatos gauge to Elephant Butte. This funding will support development of modeling tools that link the Santa Fe water system with the larger Rio Grande system, which is modeled using the Upper Rio Grande Water Operations Model, URGWOM, allowing Santa Fe's system to be incorporated into URGWOM, and for URGWOM to provide input to SFIWMS, so that Santa Fe can run simulations of future projections that are consistent with those being simulated for the rest of the Rio Grande Basin in New Mexico. Thus, this financial relationship will be mutually beneficial to Reclamation and Santa Fe.
C. Financial Obligations: This Agreement is not a funding document and does not authorize the obligation or transfer of funds. If a subsequently identified activity or project is identified that may require Reclamation to receive or expend funds received from the Non-Federal Partner(s) for investigations, surveys, construction work, or any other development work incident thereto involving operations similar to those provided for by the Reclamation law, a supplemental Contributed Funds Agreement, pursuant to the Sundry Civil Expenses Appropriations Act for 1922 (43 USC § 395), will be executed. Funds contributed by Non-Federal Partner(s) will only be used to pay for costs incurred by Reclamation associated with completing the tasks described in this Agreement or modifications to this Agreement.

D. Anti-Deficiency Act: All activities, responsibilities, and commitments made under or pursuant to this Agreement (including any Contributed Funds Agreement under this Agreement) are subject to the availability of appropriated funds and each Agency's budget priorities, as determined by each Agency,

and neither the Non-Federal Partner(s) nor Reclamation are obligated in any way under this Agreement to expend appropriations or to enter into any contract, assistance agreement, Contributed Funds agreement, or other financial obligation. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

III. Publications, Reports, and Confidentiality

A. Publications: The parties understand and agree that this Agreement may be disclosed to the public in accordance with the Freedom of Information Act. Subject to the requirements of confidentiality and preservation of rights in Subject Inventions, either party may publish the results of this Agreement, PROVIDED:

i. The other party is allowed to review the manuscript at least sixty (60) days prior to submission for publication by submission to the Authorized Agent.
ii. The publication shall acknowledge this Agreement and the contributions of each party's personnel.
iii. The final decision as to the publication content rests with the party that writes the publication.

B. Reports: The results of this Agreement and science, engineering, and technology data that are collected, compiled, and evaluated under this Agreement shall be shared and mutually interchanged by Non-Federal Partner(s) and Reclamation. A final report summarizing all data shall be submitted to Reclamation and the Non-Federal Partner(s) through the key contacts identified in Sections V.15.A and B within the performance period of this Agreement, as defined in Section IV.10.

C. Confidentiality: Any confidential information used in this Agreement shall be clearly marked confidential or proprietary by the submitter and shall not be disclosed by the Recipient without permission of the owner. To the extent either party orally submits its Confidential Information to the other party, the submitting party will prepare a document marked "CONFIDENTIAL" embodying or identifying in reasonable detail such orally submitted Confidential Information and provide the document to the other party within thirty (30) days of disclosure.
Neither party shall be bound by confidentiality if the Confidential Information received from the other party:

i. Already is available to the public or known to the recipient;
ii. Becomes available to the public through no fault of the recipient; or
iii. Is not confidentially received from another party legally entitled to it.

It shall not be a breach of this Agreement if the Non-Federal Partner(a) are required to disclose the Confidential Information by a valid order of a court or other government body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement; PROVIDED THAT the Non-Federal Partner(s) shall provide prompt prior notice thereof to Reclamation to enable Reclamation to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.

D. Intellectual Property: Unless otherwise agreed by the Agencies, custody and administration of inventions made as a consequence of, or in direct relation to, the performance of activities under this Agreement shall remain with the respective inventing Party. In the event that an invention is made jointly by employees of the Parties or an employee of an Agency's contractor, the Parties shall consult and agree as to future actions toward establishment of patent protection for the invention.

IV. Term and Termination

A. Term: This Agreement shall take effect upon the approval of the Parties and, unless terminated per Section IV, Article 11, Termination, will expire three years from the date of the last signature to this Agreement. All Contributed Funds Agreement under this Agreement will be limited to an initial period of performance not to exceed the term of this Agreement, although they may be renewed for additional periods of performance not to exceed the term of this Agreement for any renewal period.

B. Amendment: If either party desires a modification in this Agreement, the parties shall confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed and dated by the undersigned representative(s) of both parties.

C. Termination: Either Party may terminate this Agreement prior to its expiration at any time, with or without cause, and without incurring any liability or obligation to the other parties, by giving the other parties at least ninety (90) calendar days prior written notice of termination.

V. General

A. Liability: It is understood and agreed that neither party to this Agreement shall be responsible for any damages or injuries arising out of the conduct of activities governed by this Agreement, except to the extent that such damages and/or injuries were caused by the negligent or wrongful acts or omissions of its employees, agents or officers. Reclamation's liability shall be limited by the Federal Tort Claims Act, 28 USC 2671, *et seq*. The City's liability shall be limited by the privileges and limitations of the New Mexico Tort Claims Act, NMSA 1978, sec. 41-4-1 through 41-4-30.

B. Limitations: This Agreement sets out the Parties' intentions and objectives and does not direct or apply to any person outside the Non-Federal Partner(s) and Reclamation. This Agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by anyone against the United States, its agencies, its officers, or any person.

C. Notices and Key Personnel: Notices between the parties and copies of correspondence among the scientific and/or technical representatives of each party that interpret or may have a bearing on the legal effect of this Agreement's terms and conditions shall be sent to the Key Personnel identified in Section I(J). Reclamation's Key Personnel is authorized to perform scientific and/or technical activities falling within the Scope of this Agreement. The Key Personnel are not authorized to change or interpret with authority the terms and conditions of this Agreement. Key Personnel are defined in Section I(J).

D. Subcontracting Approval: A party hereto desiring to obtain and use the services of a third party via contract or otherwise shall give prior notice to the other party, including details of the contract or other

arrangement. This requirement is to assure that confidentiality is not breached and rights in Subject Inventions are not compromised.

E. Assignment: Neither party has the right to assign this Agreement or any of its responsibilities hereunder.

F. Endorsement: The Non-Federal Partner(s) shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by the Department of the Interior, Federal Government, or Reclamation of its organizational units, employees, products, or services except to the extent permission is granted by an authorized representative of Reclamation.

G. Regulatory Compliance: Both parties acknowledge and agree to comply with all applicable laws and regulations of the state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to the activities or projects for this Agreement. These regulatory compliance requirements may include but not limited to, the National Environmental Policy Act (NEPA) including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

H. Disputes: Any dispute arising under this Agreement, which cannot be readily resolved, shall be submitted jointly to the key personnel officials, identified in Section V, Article 14, Notices and Key Personnel. Each party agrees to seek in good faith to resolve the issue through negotiation or other forms of nonbinding dispute resolution processes mutually acceptable to the parties. Pending the resolution of any dispute or claim pursuant to Section V, Article 19, the parties agree that performance of all obligations shall be pursued diligently.

I. Force Majeure: Neither party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party:

i. which causes the party to be unable to perform its obligations under this Agreement; and
ii. which it has been unable to overcome by the exercise of due diligence.
iii. including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes, labor dispute, failure or sabotage of either party's facilities or any order or injunction made by a court or public agency.

J. Relationship between the Parties: The parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the parties.

K. Severability: The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

L. Governing Law: The construction, validity, performance, and effect of this entire Agreement shall be governed by the laws applicable to the Government of the United States of America in accordance with applicable Federal Law as interpreted by Federal Courts.

M. Waiver: The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

N. Invalid Provision: In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

O. Entire Agreement: The terms and conditions contained in this MOA and its appendices or attachments constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements and agreements either oral or written, with respect to the subject matter herein.

P. Counterparts: This Agreement may be executed in duplicate and each original shall be equally effective.

SCOPE OF WORK

I. Purpose

The purpose of the proposed Water Management Options Pilot is for:

The City of Santa Fe to:

- Develop an updated water resources model for the City of Santa Fe to assess water supply and demand imbalances, evaluate water management alternatives, and support long range planning,
- Incorporate the latest climate projections (CMIP5) in Reclamation's ongoing Rio Grande: the Lobatos gauge to Elephant Butte Basin Study into Santa Fe's modeling,
- Provide information to support Reclamation's incorporation into the Upper Rio Grande Water Operations Model (URGWOM) of components of Santa Fe's system that interact with URGWOM (as discussed in Reclamation's responsibilities below).
- Provide input on Reclamation's development of the data visualization tool for URGWOM (as discussed in Reclamation's responsibilities below)

The Bureau of Reclamation to:

- Incorporate into URGWOM the components of the Santa Fe River that interact with URGWOM
- Provide the latest climate projections (CMIP5), developed in the ongoing Rio Grande Basin Study: the Lobatos gauge to Elephant Butte, for the City of Santa Fe to incorporate into Santa Fe's updated water resources model
- For the Santa Fe area, provide precipitation data, change in extreme storm events, or other indicators of local surface runoff that could be used by Santa Fe to a) estimate change in aquifer recharge from the Santa Fe River and local arroyos and b) assess potential stormwater capture adaptation strategies
- Develop a data visualization tool for the URGWOM accounting model that gives SJCP contractors the ability to track their relevant data
- Run a statistical analysis of how Rio Grande flows at Otowi vary across the climate storylines and adaptation strategy simulations
- Provide technical and presentation support for Santa Fe water planning

The above objectives are meant to present an overview of the activities that will occur under this Agreement. Please see Section III. D. for a more detailed list of responsibilities.

II. Authority

Reclamation's authority to enter into this Agreement:

1. Reclamation Act of June 17, 1902 (ch. 1093, 32 Stat. 388; 43 U.S.C. § 372, et seq.) and acts amendatory thereof and supplementary thereto.
2. Title IX of the Omnibus Public Land Management Act of 2009 (P.L. 111-11, 123 Stat. 991).

Non-Federal Partner's authority to enter into this Agreement:

1. a. NMSA 1978, § 3-18-1(B).
   2. City of Santa Fe Council Resolution 2016-071

III. Scope of Study

A. Geographic Area

Building on the initial Santa Fe Basin Study (2015 Basin Study) (Llewellyn et al. 2015) and the Santa Fe Basin Study Update (Basin Study Update) this Water Management Options Pilot will similarly focus on the Santa Fe River watershed, a 285 square mile (mi2) sub-basin of the Rio Grande. For water-supply assessment purposes, the study area will also encompass:

i. The Rio Grande watershed upstream of the Buckman Direct Diversion (BDD) project where the City diverts native and Reclamation San Juan-Chama Project water from the Rio Grande for treatment and municipal use.
ii. Tributaries within the San Juan River watershed, a portion of which are delivered to the Rio Grande system through the San Juan-Chama Project.
iii. Groundwater from the aquifers of the Santa Fe Group.

Each of the three sub-basins (upper Santa Fe River, Rio Grande above BDD, and San Juan River tributaries) upstream of the City's water diversion structures is included in this assessment. The first two sub-basins are within the Rio Grande basin; the third lies within the Upper Colorado River Basin.

B. Previous Studies and Background

The 2015 Basin Study projected a water supply shortage to the City and County of Santa Fe under projected 2055 conditions ranging between 5,155 and 9,323 acre-feet per year (AFY). Due to methodology utilized, the 2015 Basin Study did not evaluate the expected timing of the onset of these impacts leading up to 2055. The expected rate of onset is an important factor in optimal selection of adaptation strategies to offset these shortages while minimizing economic, environmental, and cultural costs to do so.

Santa Fe Reuse Feasibility Study (2017) was completed with support from The U.S. Bureau of Reclamation's (Reclamation) Title XVI of P.L. 102-575 WaterSMART program. The Feasibility Study concluded that constructing a multi-use return flow pipeline to the Rio Grande was the most effective way to maximize use of existing supplies. Returning unconsumed SJCP water or native Rio Grande water to the Rio Grande results in an array of potential benefits – including increasing supply through storage, direct exchange, groundwater pumping offsets, and supporting drought operations and environmental enhancement efforts on the Rio Grande. The pipeline also opens up new opportunities for Aquifer Storage and Recovery (ASR) and Indirect and Direct Potable Reuse (I/DPR).

The on-going 2017 Basin Study Update, further developed and refined approaches from the 2015 Basin Study. Completion of this Water Management Options Pilot will facilitate completion of the 2017 Basin Study Update.

C. Problems, Needs, and Opportunities

The City of Santa Fe, NM (City) is working to build greater water supply resiliency by embracing conservation, implementing sustainable groundwater management practices, and optimizing its surface water sources. This conjunctive management of surface and groundwater sources is driven by the concern, identified in the Santa Fe Basin Study (2015), that the City may face a water supply gap of up to 9,000 acre-feet per year (AFY) by 2055. The Basin Study findings indicated the most beneficial adaptation strategy for mitigating supply shortages is to maximize reuse of Santa Fe's treated effluent.

To advance the Basin Study findings, a Santa Fe Reuse Feasibility Study (2017) was completed with support from The U.S. Bureau of Reclamation's (Reclamation) Title XVI of P.L. 102-575 WaterSMART program. The Feasibility Study concluded that constructing a multi-use return flow pipeline to the Rio Grande was the most effective way to maximize use of existing supplies. Returning unconsumed SJCP water or native Rio Grande water to the Rio Grande results in an array of potential benefits – including increasing supply through storage, direct exchange, groundwater pumping offsets, and supporting drought operations and environmental enhancement efforts on the Rio Grande. The pipeline also opens up new opportunities for Aquifer Storage and Recovery (ASR) and Indirect and Direct Potable Reuse (I/DPR). To advance these strategies and move toward greater resiliency, the City recently submitted a grant application seeking assistance through the BOR-DO-19-F018 - WaterSMART: Title XVI WIIN Water Reclamation and Reuse Projects program seeking support to design and construct the return flow pipeline to the Rio Grande.

Such an integrated water supply and reuse system comprised of multiple interrelated surface and groundwater supply sources administered under New Mexico's complex water rights and Rio Grande Compact compliance obligations requires highly technical water management and accounting to maintain compliance. Under the Water Management Pilot Program, the City is proposing to develop a system level water operations model that will fully represent Santa Fe's water supply system and associated water rights and Rio Grande Compact constraints. The proposed Santa Fe Integrated Water Management System (SFIWMS) will enable the City to examine and optimize operational strategies in their complex system to meet multiple water supply and environmental objectives as well as consider adaptive strategies to satisfy future water demands under climate change.

The SFIWMS model will define the interaction of these components and apply physical, water rights, and Rio Grande Compact constraints. The model will be flexible and allow for considering numerous future hydrologic and demand scenarios and will be dynamic in nature. These scenarios will facilitate the incorporation of hydrologic variability and climate change into annual operations and long-range planning.

D. Planning Objectives and Constraints

The proposed division of responsibilities for this Water Management Options Pilot is:

THE CITY OF SANTA FE WILL:

- Develop an updated water resources model for the City of Santa Fe to assess supply and demand imbalances, evaluate alternatives, and support long range planning
- Incorporate the latest climate projections (CMIP5) in Reclamation's ongoing Rio Grande: the Lobatos gauge to Elephant Butte Basin Study into Santa Fe's modeling

- Provide information to support Reclamation's incorporation into the Upper Rio Grande Water Operations Model (URGWOM) of components of Santa Fe's system that interact with URGWOM (as discussed in Reclamation's responsibilities below).
- Provide input on Reclamation's development of the data visualization tool for URGWOM (as discussed in Reclamation's responsibilities below)

THE BUREAU OF RECLAMATION WILL:

- Incorporate into URGWOM the components of the Santa Fe River that interact with URGWOM, including but not limited to:
    - the Buckman Direct Diversion (BDD) and the accounting of the water that makes up this diversion (native Rio Grande water and San Juan – Chama Project water), and
    - the accounting of the amount of San Juan – Chama Project water that Santa Fe keeps by exchange in its Nichols and McClure reservoirs, potentially represented as a lumped "Santa Fe River" reservoir, and
    - the return flows of San Juan – Chama Project water to the Rio Grande, via a planned pipeline, for the following potential uses:
        - Offset evaporation at Cochiti Reservoir. In this case, Reclamation would transfer a like amount of water to Santa Fe's account in Heron or Abiquiu Reservoir, depending on timing, and
        - Return flow credits
- Provide the latest climate projections (CMIP5), developed in the ongoing Rio Grande Basin Study: Lobatos to Elephant Butte, for the City of Santa Fe to incorporate into Santa Fe's updated water resources model. All datasets will be provided as time series with monthly time steps, across multiple storylines, and multiple adaptation strategy simulations. Datasets will include:
    - San Juan-Chama allocations,
    - Inflow to McClure Reservoir,
    - Native Rio Grande flows at Otowi
    - Number of days per month that the rolling 5-day average native Rio Grande flow at Otowi is below 325 cfs, 300 cfs, 280 cfs, 260 cfs, 240 cfs, 220 cfs, and 200 cfs
    - Total Rio Grande flows at Otowi (including San Juan-Chama water)
    - Number of days per month that total Rio Grande flows at Otowi are below 325 cfs, 300 cfs, 280 cfs, 260 cfs, 240 cfs, 220 cfs, 200 cfs, 150 cfs, 100 cfs, and 50 cfs.
    - Article VII status,
    - New Mexico's Rio Grande Compact balance,
    - New Mexico relinquishment credits,
    - Temperature (high, low, and average) in Santa Fe,
    - Evaporation rates at McClure reservoir (from runoff model),
    - Evaporation rates at Nambe Reservoir (from URGWOM),
    - For the Sangre de Cristo Mountains near Santa Fe, deep percolation or other indicators of mountain-front recharge, to the extent this information is available for each of the storylines

    - Total evaporation volume and total storage at Abiquiu Reservoir (from URGWOM), and
    - Santa Fe SJC evaporation volume and Santa Fe SJC storage of SJCP water in Abiquiu Reservoir (from URGWOM)
- For the Santa Fe area, precipitation data, change in extreme storm events, or other indicators of local surface runoff that could be used by Santa Fe to a) estimate change in aquifer recharge from the Santa Fe River and local arroyos and b) assess potential stormwater capture adaptation strategies.
- Develop of a data visualization tool for the URGWOM accounting model that gives SJCP contractors the ability to track their allotments, day-end storages, daily average releases, and daily average SJC flow through the system within 2 business days of occurrence (1 business day to update URGWOM accounting model, and 1 business day to pull that information to the webpage).
- Run a statistical analysis of how Rio Grande flows at Otowi vary across the climate storylines and adaptation strategy simulations. Reclamation will consult with Santa Fe to develop statistics and a presentation that summarizes projections of daily average Rio Grande flows over the 21st century, incorporating potential impacts of climate change.
- Provide technical and presentation support for Santa Fe water planning.

E. Plan Formulation

Task 1: Technical Sufficiency Review

Reclamation will conduct a technical sufficiency review as described in section 8.C of the Basin Studies Directive and Standard[1].

Task 2: Kickoff

Santa Fe Water Division and its consultants will meet with Reclamation to review project goals and schedule.

Task 3: Develop Alternatives

Santa Fe Water Division and its consultants will have a series of two workshops to develop all potential water management alternatives that should be simulated with the model.

Milestone 1: Summary of Alternatives. Santa Fe Water Division's consultants will prepare a brief technical memorandum listing the alternatives to be simulated. Each alternative will consist of a brief description and a summary of key system interconnections that would need to be simulated.

Task 4: Develop Demand Projections

Santa Fe Water Division and its consultants will develop projections of water demand, including a breakout between consumptive and non-consumptive demand.

[1] https://www.usbr.gov/recman/wtr/wtr13-01.pdf

Milestone 2: Summary of Demand Projections. Santa Fe Water Division's consultants will prepare a brief technical memorandum summarizing demand projections.

Task 5: Develop Supply Projections

Reclamation will update projections of Santa Fe Watershed flows and provide projections of San Juan-Chama allocations, and Rio Grande flows at Otowi (being completed under a different effort). Updated flow projections will be based on CMIP5 model results and will account for operational rules to develop San Juan-Chama allocations and Rio Grande flows.

Santa Fe Water Division will incorporate flow projections for 1) Santa Fe Watershed, 2) San Juan-Chama allocations, and 3) Rio Grande flows at Otowi (SJC and Rio Grande flows being developed by Reclamation under separate funding) in the model, and as appropriate may develop transient time series by interpolating between 2020's, 2050's, and 2080's projections.

Milestone 3: Summary of Supply Projections. Reclamation will complete a spreadsheet that has all CMIP5 projections for flows listed above.

Task 6: Model Development

Santa Fe Water Division and its consultants will develop a dynamic simulation model capable of simulating alternatives identified in Task 2, under future demand and supply conditions developed in Tasks 3 and 4. Regular workshops will be held with Santa Fe Water Division and its consultants for feedback on model rulesets.

Reclamation will update URGWOM to include the items defined in items 2 through 5 of Section I of the Scope of Work.

Reclamation and Santa Fe will coordinate efforts during the model development task, to ensure consistency between Santa Fe's model and URGWOM.

Task 7: Model documentation

Santa Fe Water Division and its consultants will develop documentation of the model, including a summary of rulesets.

Milestone 4: Model completion, Santa Fe and its consultants will complete the model and associated documentation.

IV. Schedule and Phasing

Schedule and phasing is shown below for an 18-month schedule as presented in the original application. Note that the start date would move to reflect actual start date and signature of this documents by all parties.

	2019			2020												2021								
Task	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1. Technical Sufficiency Review																								
2. Kickoff																								
3. Develop Alternatives				★																				
4. Demand Projections						★																		
5. Supply Projections														★										
6. Model Development																				★				
7. Model Documentation																								

★ Milestones

V. Responsibilities

a. See above scope of work.

For the Non-Federal Partner(s)

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 5, 2021 16:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY,
FINANCE DIRECTOR

For Reclamation

Regional Director

Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202695

Contractor: USDI BOR

Description: **Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **upon approval** Term End Date: **6/30/24**

☑ Approved by Council Date: **pending**

Contract / Lease: Conctract In Kind cost

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **MOA Government Agreement**

Fran Delaway (May 10, 2021 08:27 MDT) May 10, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOA

4. **Funding Source:** **Water CIP Enterprise Fund** **Org / Object:** **5050395.572960**

Andy Hopkins (May 7, 2021 16:31 MDT) May 7, 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: USDI BOR

Procurement Title: Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *MOA Govt Agreem*
Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities/Water Staff Name Bill Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

WH Schneider, P.G.
WH Schneider, P.G. (May 6, 2021 13:14 MDT)

Bill Schneider — Water Division Water Resources — Title — Date
Department Rep Printed Name (attesting that all information included)

Fran Duraway
Fran Duraway (May 10, 2021 08:27 MDT)

Chief Procurement Officer — May 10, 2021
Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

City of Santa Fe, New Mexico

memo

Date: 5/7/21

To: Fran Dunaway, Purchasing Director

From: Maya Martinez, Public Utilities Department

RE: Request approval of Exempt Procurement for Memorandum of Agreement (MOA) with the City of Santa Fe (City) and the United States Bureau of Reclamation (USBR) that outlines cost-share and scope to support water planning and management model development efforts as part of Santa Fe Water 2100.

ITEM AND ISSUE

The Water Division requests approval of an exempt procurement for Memorandum of Agreement (MOA) with the City of Santa Fe (City) and the United States Bureau of Reclamation (USBR) that outlines cost-share and scope to support water planning and management model development efforts as part of Santa Fe Water 2100.

Exempt Procurement is being requested under the following:

13-1-98. Exemptions from the Procurement Code.

A. procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;

Approved:

Fran Dunaway

Fran Dunaway (May 10, 2021 08:27 MDT)

Fran Dunaway, Purchasing Director

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones (May 6, 2021 14:55 MDT)

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

City of Santa Fe, New Mexico

memo

Date: **April 28, 2021**

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

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: **Bill Schneider, Water Resources & Conservation Manager** whs

RE: Part 2 of 2: Request to contract Hazen Engineering (HAZEN) to support Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR). Technical services provided by HAZEN will cost $298,448 inclusive of gross receipts tax (GRT) and serve as the City's cost-share obligation per USBR WaterSmart Operations Pilot Grant requirements. Seeking approval of Budget Adjustment Request (BAR) to fund contract.

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is requesting to contract with HAZEN for technical services necessary to support Santa Fe 2100 water planning and to develop a dynamic simulation water model to evaluate ways to address projected shortages in water supply due to drought and climate change. The City contract with HAZEN will serve to match funds provided by USBR under the WaterSmart Operations Pilot Grant and satisfy the associated cost-share requirements.

BACKGROUND AND SUMMARY

The City was awarded a grant from USBR under their WaterSmart Operations Pilot program. This program has a 50-50 cost share requirement. The City will benefit from both funding and technical services provided by USBR, which include providing long-range climate projections for Santa Fe watershed, San Juan-Chama, and Rio Grande flow that will be incorporated into a dynamic simulation model. These services outlined in the HAZEN contract will include developing a dynamic water resources model to assess long-term gaps in supply and demand under uncertain future conditions including climate change, supporting City Water Resources Planning, supporting public engagement activities, and fulfilling the City's 50-50 cost share obligations under USBR's aforementioned grant.

HAZEN staff have developed dynamic water resources models for ABCWUA and El Paso Water Authority (EPWA) that have proven to be effective tools for managing water resources along the Rio Grande. The planning and modeling scope of services established in this contract follow the directives outlined in City Resolution #2019-56.

PROCUREMENT METHOD:

The contract will be secured by cooperative procurement utilizing the competitively bid, via request for proposal (RFP), HAZEN contract P2019000005 for On-Call Water Resources Services awarded by Albuquerque Bernalillo County Water Utility Authority (ABCWUA).

CONTRACT NUMBER:

The FY20 Munis contract number is 3202694

FUNDING SOURCE:
The request for funding of $298,448 inclusive of gross receipts tax (GRT) will be available in the FY 2021 Water Division CIP fund upon approval of the attached BAR requesting funding increase from the Water Enterprise Fund.

The funding source is:
Fund Name/Number: Water Enterprise / 505
Munis Org Name/Number: CIP/ 5050395
Munis Object Name/Number: Design / 572960

ACTION REQUESTED:
Staff requests approval of this contract request with HAZEN for water resources planning and modeling services.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	5/6/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Water CIP Engineering	5050395	572960	WTR1950501	298,448	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 298,448	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund to fund the Hazen MOA Agreement for Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(298,448)
TOTAL:	**(298,448)**

Maya Martinez 5/6/2021
Prepared By {print name} Date

Division Director Signature {optional} Date
Shannon Jones (May 6, 2021 14:54 MDT)

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (May 7, 2021 09:21 MDT)
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

Item#_____
Munis Contract# _____

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 **Hazen and Sawyer** , hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide engineering services for the City as described in Exhibit "A" – Scope of Services, attached hereto.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed two hundred ninety eight thousand four hundred and forty eight dollars ($298,448), including gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. 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 **June 30, 2024** 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:
Greg Gates, P.E.
Hazen Sawyer
100 Sun Ave NE, Suite 650
Albuquerque, NM 87109

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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS# 03-405247-00-0

Registration # 2242018

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 7, 2021 13:22 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
5050395.572960 AJH
AJH
Org. Name/Org#.

PL # WTR1950501

February 22, 2021

Jesse D. Roach
Water Division Director
City of Santa Fe Water Division
801 W San Mateo Rd
Santa Fe, NM 87505

Work Plan – Support for Santa Fe Water 2100 Plan: Planning Model Development and Additional Planning Support

Dear Mr. Roach:

Hazen and Sawyer (Hazen) is pleased to provide you with a scope and budget to 1) develop a dynamic simulation model to support development of the City's 80-year Water Plan, and 2) provide initial support in development of the Plan. Hazen will perform the work on a time and materials basis, with an estimated fee of $298,448.

The model is described in the first section below, followed by the scope of work, schedule, and budget.

1. Model Description

Due to the complex nature of the City's water system, including multiple supply sources with varying usage constraints, and uncertainty associated with projected supplies and demand, it is necessary to have a numerical model that can be used to easily assess the effects of various adaptation strategies. The City's current model, WaterMAPS, is antiquated and is no longer used by the City. In this scope of work, a new model will be developed, which will build upon the current WaterMAPS model. The new model will be called STEWARDS (Systems Tool for Evaluating Water Resources Decisions and Strategies), reflecting good resource stewardship.

The STEWARDS model will simulate projected demands (demand module) and supplies used to meet those demands (supply module), on a monthly basis through year 2120. The core calculations in the model will be in the supply module, which will calculate quantities of various supplies used to meet demands, based on constraints associated with each supply source (e.g. hydrology / water availability, water rights, plant capacity, and operational considerations). To support hydrology constraints, surface water inflows, outflows, and storage will be simulated for both the Santa Fe River (McClure and Nichols Reservoirs) and Santa Fe's portion of the San Juan-Chama (SJC) system (City allocations and storage in Heron, El Vado, and Abiquiu).

The STEWARDS model has two intended uses: annual planning and long-range water supply planning. For annual planning, the key result will be projected monthly use of current supplies based on anticipated (input) conditions. For long-range water supply planning, the same supply calculations will be used, and key results will be a) timing and magnitude of gaps between supply and demand, b) effectiveness of adaptation strategies to mitigate gaps and "save water" (as measured system-wide in terms of

EXHIBIT A

consumptive use and loss and change in system storage), and c) relative costs (note that the model will be set up to track costs, but cost estimates will not be developed under this scope of work).

A summary of the STEWARDS model is as follows:

1. Model framework
    - Transient, current year through year 2120 (results through 2100, extended to facilitate future model use and planning). Monthly time step.
    - Model designed to run either deterministically (one set of future conditions) or stochastically across a range of future conditions (run many conditions, e.g. climate change traces, and view results in terms of likelihood)
    - The user will be able to change the duration of the simulation to only simulate the current year to facilitate faster model runs
    - Designed to be used by City staff: simple to run, easy to follow and modify calculations, minimize external file linkages / file management requirements, and easy to update initial conditions
2. Demand module
    - Model demands will be broken down into four types:
        - City non-consumptive (returns to Paseo Real Water Reclamation Facility PRWRF)
        - City consumptive water demand
        - County non-consumptive water demand (returns to PRWRF, for the portion that is on City sewer)
        - County consumptive water demand
    - Each of the four demand types will be based on population times per-capita use (both user inputs).
    - Monthly demand factors will be applied to convert annual demand to monthly demands
3. Supply module
    - Calculate supplies used to meet demand, based on supply constraints specific to each supply: legal (water rights), hydrologic, operational (e.g. minimum Rio Grande flows).
        - Include calculation of groundwater offset requirements. Groundwater offsets will be calculated based on the unit response functions used in the City's "Stream Unit Response Function Solver" (SURFS). These functions will be built into GoldSim, rather than calculated externally.
        - Perform "what-if" testing, e.g. "What if a fire in the watershed precluded use of Canyon Road Water Treatment Plan (CRWTP) for extended period of time?"
        - Simulate multiple hydrology sequences for Santa Fe watershed supply, SJC allocations, Rio Grande Compact status, and Rio Grande flow at Otowi.
    - Simulate current and future uses of wastewater, with user-input priorities and demands, including discharge to the Lower Santa Fe River (SFR), non-potable irrigation reuse ("purple pipe"), return flow to the Rio Grande, and other potential adaptation strategies such as direct potable reuse (DPR), aquifer storage and recovery (ASR), and return flow to offset effects of Buckman Well Field (BWF) pumping on the Rio Grande.
4. Long-range planning and adaptation strategies

- Timing and size of adaptation strategies will be input by the user and stored in the "scenario manager"
- Adaptation strategies can be combined into portfolios
  - Interface designed to easily add/remove/modify strategies and save portfolio
- Metrics for evaluation of adaptation strategies will be developed in conjunction with City Staff, and included in the model interface as key results. It is assumed that the metrics will be based on calculations already in the model around "water savings," for example timing and magnitude of supply/demand gaps, system-wide consumptive use and loss, and change in system-wide storage (surface and groundwater). For groundwater, the net effect on the City Well Field (CWF) aquifer will be tracked simply as groundwater pumping less recharge from Living River ASR, where recharge is a percentage of releases to the Living River. Other information not otherwise simulated by the model, for example groundwater pumping by private wells, will not be considered in the metrics.
- Cost tracking of adaptation strategies will be included; however, cost estimates and indexing of costs to current Engineering News-Record (ENR) rates will not be developed as part of this work. It is assumed that each strategy would have three types of costs: capital cost, fixed operations, maintenance, and replacement (OM&R) ($/year), and variable OM&R ($/acre-foot). The model will produce a time-series of costs, in today's dollars, based on timing of strategy (capital cost and fixed OM&R cost) and usage (variable OM&R). Any processing or interpretation of costs, such as net present value, will be performed outside of the model.
- The model will also produce cost and metrics (supply gaps and "water savings") for supply portfolios, in addition to individual adaptation strategies.

5. Annual planning (annual operating plan). The model will calculate monthly use of supplies to meet demand, based on the following:
   - Current reservoir levels (McClure, Nichols, Heron, El Vado, and Abiquiu Reservoirs)
   - Projected conditions, based on user input for:
     - Santa Fe Watershed monthly inflow projections (from the City's snowmelt runoff tool)
     - Rio Grande compact Article VI and VII conditions;
     - SJC allocations and timing;
     - Rio Grande flows at Buckman Direct Diversion (BDD)
     - Planned CRWTP shutdowns for maintenance, etc.
     - BDD shutdowns due to Rio Grande flows or planned maintenance
     - Planned well exercising
6. Key model inputs and results are as follows:
   - Input
     - Supply projections (Santa Fe watershed inflows, Rio Grande flows, SJC allocations)
     - Demand projections, including consumptive use rate
       - Includes distinct input of non-potable irrigation reuse
     - Adaptation strategies
     - Supply constraints
   - Output

- Monthly and annual supply meeting demand, including gaps
- Use of wastewater, including Lower SFR discharge
- Other key metrics to support development of plan
    - Metrics to be developed in conjunction with the City, but are currently assumed to include supply gaps, system-wide consumptive use and loss, and groundwater accounting.

To help clarify what the model will simulate, a partial listing of things the model will *not* simulate is as follows:

1. Track financials, e.g. summary of cash flows, considering billing rates and capital and OM&R costs.
2. Simulate the distribution system, including transmission and distribution lines, storage tanks, and associated limits, e.g. on deliveries to the County
3. Replace the City's "reservoir model" that projects snowmelt and runoff into McClure Reservoir
4. Track historical conditions or supply production
5. Interface directly with Reclamation's Upper Rio Grande Water Operations Model (URGWOM)
6. Simulation of groundwater offset requirements using numerical groundwater models (instead, unit response functions will be used).

All of the items above except #2 could be incorporated into the planning model, and are listed as optional tasks (not included in this scope of work) in Section 2.4. Included herein is a description of the scope of work, schedule, and cost estimate.

2. Scope of Work

This scope of work consists of two tasks: 1) develop a dynamic simulation model to support the City's 80-year Water Plan, and 2) provide initial support for development of the Plan. Each task is discussed below.

2.1 Task 1: Develop Model

In Task 1, Hazen will develop a dynamic simulation model of the City's water supply and demand system, with the intent of supporting 1) development of the City's 80-year Water Plan, and 2) annual operating plans. Task 1 is split into two phases, detailed below, with an optional third phase of ongoing support that is not included in this scope of work. This scope of work is for model development only. It does not include application of the model to support either annual planning or development of the 80-year Water Plan (e.g. evaluation of effectiveness of adaptation strategies).

2.1.1 Task 1, Phase 1: Draft Model of Current System

In Phase 1, Hazen will develop a draft model that simulates the current system, with the planned return flow pipeline. Hazen will develop the model in close coordination with City staff.

The model will build off the prototype model developed in 2019, and currently being advanced under Hazen's on-call contract with the City. The model uses the GoldSim™ software, a robust Monte Carlo, dynamic simulation software.[1] The model will be updated as follows:

- **Update initialization routine**. The model will be set up to read in initial conditions from the historical database (database developed separately under Task Order 8 of Hazen's on-call contract with the City), using a single Excel file as an intermediary. It is anticipated that to update initial conditions, the user would simply open the Excel file and click "refresh," then save and close.

- **Update wastewater allocator to track source ("color") of wastewater.** The wastewater allocator is the model element that calculates how treated wastewater is used. The current prototype model uses a priority based system to determine how much wastewater is used for different purposes, including discharge to the Santa Fe River, non-potable irrigation reuse, future return flow to the Rio Grande, future direct potable reuse, and future BWF offsets. However, the wastewater allocator in the prototype model does not consider the "color" or wastewater, because doing so requires creative solutions around potential circular calculations (with the return flow pipeline, the amount of BDD diversion is dependent on availability of SJC wastewater for offsets; however, the amount of SJC wastewater available is dependent on the amount of BDD diversion), which were beyond the scope for the prototype model. During Phase 1, model logic and calculations will be updated to address these circular issues, and the model will be able to use wastewater availability, by "color," as a constraint on use of supplies.

- **Update demand simulation framework, including Santa Fe County.** The prototype model currently uses population projections for the City only, based on population scenarios presented in the Santa Fe Basin Study and a user-input per capita water usage. Per capita water usage is currently split in the prototype model into consumptive and non-consumptive use, to facilitate tracking of wastewater production. The model will be updated to add the population and per capita water usage for areas of the County directly connected to the City system ("County water service area"). It is assumed that all City sources can be used to meet County demand (no distribution system restrictions; see optional task to support assessment of this assumption). For the purposes of this scope and budget, it was assumed that County water service area demands from the Santa Fe Basin Study will be used as an interim approach during model development. Demand scenarios for the City and County will be updated during Phase 2, once those are completed separately under Task 2 of this scope and the County water planning process.

    - A function will also be incorporated that allows demand to change as a function of climate change scenario. The relative change in consumptive demand will be based on work Hazen has done in the "demand dashboard," which includes a relationship between demand and evapotranspiration or temperature.

[1] The GoldSim "Developer" version requires a paid license to modify calculations, a "Player" version is available for free which allows the user to edit model inputs (e.g. supply or demand scenarios, adaptation strategy sizing and timing, etc.), create and save "portfolios," and run the model. The Player version can also optionally allow the user to view all model calculations.

- **Add Rio Grande Compact constraints.** Rio Grande Compact constraints are not considered in the prototype model. Constraints to be incorporated into the model include Article VI (release required because of New Mexico compact debit), Article VII (cannot add water to post-compact pool), and Article VIII (Texas calls for debit water in January). Additionally, Santa Fe's ability to store SJC water in McClure and Nichols Reservoirs by exchange will be incorporated, and the "color" of water in McClure and Nichols will be tracked.

- **Add offset requirements**. The City's groundwater pumping results in depletion of surface water systems. The model will be updated to calculate offset requirements using the existing "unit response functions" from SURFS. The unit response functions will not be reviewed; rather, they will be used as-is.

- **Update hydrology projections**. Hydrology projections from Reclamation will be incorporated, including projected SJC allocations, inflow to McClure Reservoir, Article VII status, relinquishment credits, temperature, and evaporation. Projections will be provided by Reclamation, based on CMIP5 climate simulations, surface runoff modeling, and/or URGWOM runs. All hydrology projections will include multiple sequences of projections.

- **Add "what-if" scenarios.** Up to five "what-if" scenarios, for example "what if a fire in the watershed precluded CRWTP use for an extended period of time," will be identified in conjunction with the City and incorporated into the model.

- **Add coarse-level groundwater tracking**. To support performance metrics, a simple function will be included that tracks the net City effect on groundwater storage, for four areas (Buckman Wells 1-9, Buckman Wells 10-13, CWF, and Northwest Well), both separately and combined. The net effect is assumed to be equal to groundwater withdrawals, less induced recharge from the Rio Grande (for BWF) and recharge from the Living River releases (for CWF). For Living River releases, it is assumed that the City will provide a lookup table for monthly volume of recharge assumed at various monthly living river flow volumes. If desired by the City, the functions could be broadened to include groundwater recharge and withdrawals from other groundwater users. However, assumptions about groundwater recharge and others' use will not be developed as part of this scope of work A total of 16 hours is allotted for this work, which includes discussions with the City on the form of the groundwater function and implementing said function in the model. Additional support for developing groundwater assumptions is provided as an optional task.

- **Update user interface ("dashboard").** The model's user interface, called a "dashboard" in GoldSim, will be updated based on coordination with the City. GoldSim's "scenario manager" will be utilized to facilitate tracking of model inputs (e.g. "portfolios") and associated results.

- **Develop results dashboard**. A Power BI dashboard will be developed to facilitate interpretation of results, including comparisons between different runs (scenarios and/or adaptation strategies) and plots summarizing results across a set of stochastic runs.

- **Model verification.** The model will be run under historical conditions, and supplies used will be compared to historical supplies to verify that the model is simulating supply usage consistent with historical usage.

- **Develop documentation.** Documentation will be in the form of model architecture flow charts, a high-level user's guide (1-2 pages), and an appendix summarizing key calculations as appropriate, e.g. supply/wastewater allocators and constraints for each supply source. Draft documentation will be provided for the City to review, followed by Hazen incorporating comments and providing final documentation.

Task 1, Phase 1 Meetings

It is assumed that Hazen will meet with City staff up to 3 times for project coordination. For budgeting purposes, it was assumed that two Hazen staff (Project Manager (PM) and modeler) would attend the coordination meetings.

2.1.2 Task 1, Phase 2: Update Model to Simulate Adaptation Strategies

During Phase 2, the model will be updated to simulate adaptation strategies. Phase 2 includes two subtasks: 1) updating demand projections, and 2) incorporating adaptation strategies into the model

Update Demand Projections

In the proposed City and County water planning effort, demand projections for the City and County will be finalized at the end of year 2021. At that time, updated City and County demands will be input into the model. An allotment of 16 hours is made to update model functionality based on the planning process and anticipated adaptation strategies.

Add Adaptation Strategies

In Phase 2, Hazen will update the model to include adaptation strategies. A preliminary listing of adaptation strategies is provided in Attachment 1. The list of strategies will be reviewed with City staff prior to implementation. Additionally, during coordination meetings, assumptions about how each strategy is implemented (for example, for ASR, triggers for when to store water and when to recover water) will be reviewed. It is anticipated that Phase 2 will be completed prior to public input on adaptation strategies, currently scheduled for April 2022. However, it is assumed that public input will be limited to changing the timing and size of existing adaptation strategies, which will be able to be simulated with the model as constructed. If any strategies are identified during the public process sessions that a) are not included in Attachment 1, and b) require simulation in the model, additional funding, under an amendment or similar mechanism, will be required to incorporate them into the model. It should be noted that five generic adaptation strategies are included in Attachment 1.

Simple cost functions will be added to the model to track relative costs for different adaptation strategies. The cost equations will be limited to three types of costs, as follows:

1. Capital costs – a 1-time expense, triggered a defined number of years before the adaptation strategy is used.
2. Fixed OM&R costs – fixed annual costs for operations, maintenance, and replacement.

3. Variable OM&R costs – Operations, maintenance, and replacement costs that are proportional to the quantity of water used in a year. For example, chemical costs for treatment.

The model will have inputs for each of these three costs, for each supply source and adaptation strategy, and equations will be developed in the model to roll the costs up. The input values will not be developed as part of this work. Typically, parameterized cost functions are used to develop these input values, based on the size/capacity of the adaptation strategy. Development of parametric cost functions, or the associated parameters, is not included in this scope of work.

Simulation of adaptation strategies will use GoldSim's "scenario manager" feature. The scenario manager allows the user to easily save sets of model inputs. In the case of Santa Fe's model, the timing and yield/capacity of all adaptation strategies, along with an "on/off switch" will be included as "scenario inputs" that can be saved. The user interface will be designed to facilitate development and saving of "portfolios" of multiple adaptation strategies.

The model will also be constructed to provide key metrics for evaluation of portfolios. Key metrics will be reviewed with City staff and may include timing and likelihood of gaps between water supply and demand, system-wide consumptive use and loss, and groundwater accounting/sustainability indices.

Task 1, Phase 2 Meetings

It is as assumed that Hazen and City staff will meet up to 8 times for coordination purposes. For budgeting purposes, it was assumed that two Hazen staff (PM and modeler) would attend the meetings.

2.1.3 Task 1 Deliverables

Task 1 deliverables are as follows:

- Model: developer and player versions
- Draft and final documentation: model architecture flow charts, with appendix summarizing key calculations, plus high-level user's guide (1-2 pages).

2.1.4 Anticipated Future Task 1 Phase 3: Ongoing Support

It is anticipated that ongoing support may be required to update and transition the model to City staff use as necessary to support the planning process. Ongoing support, if needed, is not included in this work plan, and will be funded separately.

2.1.5 Task 1 Optional Tasks

Optional tasks, not included in this scope, are listed below. Pending discussion, scope and level of effort can be developed.

- Review SURFS unit response functions
- Link planning model to MODFLOW

- Link planning model to URGWOM, for initial conditions
- Develop groundwater mass balance inputs
    - This optional task may include analyzing groundwater data, others' groundwater pumping, suitability of mountain-front recharge estimates, etc.
- Assess distribution system improvements needed to meet County demand if BDD is offline
    - Santa Fe performed an assessment of whether the system could provide current peak demand to the City and County. A similar assessment should be performed to ensure what, if any, infrastructure improvements may be required to meet future increased County demands.
- Develop parametric cost function inputs
    - The model developed under this scope of work will have inputs for capital cost and fixed and variable OM&R costs. Most of those costs can be estimated using parametric functions, in which the costs are a function of the size of the project. Those cost functions could be incorporated into the model, such that the model user could input the size of the project and costs would be calculated internally in the model.
- Add financial analysis
    - Pending discussion, this could include a summary of cash flows, considering billing rates and capital and OM&R costs.
- Support development of demand scenarios
- Incorporate the City's reservoir model that projects snowmelt and runoff into McClure Reservoir
    - Pending review of the City's reservoir model, the planning model developed in this scope could be updated to include snowmelt projections for the current year.

2.2 Task 2: Planning Support

The City of Santa Fe Water (City), and Santa Fe County Utilities (County) have initiated a science based, community informed, five-year planning cycle to develop long-range water resource management plans. In each case these plans will inform near-term decision making in the context of long-term needs. As part of this process, Hazen will develop water supply and demand datasets for incorporation into the STEWARDS model. Water Supply datasets are anticipated to be derived from work Reclamation is currently completing in the Rio Grande Basin Study. Water Demand datasets would be developed with input from City planning. Summary sheets will be developed for both supply and demand to facilitate public communication.

These data will ultimately be used in the model to assess gaps in future supply and assess the efficacy of options and strategies proposed to fill these gaps. This assessment will hinge on an understanding of the goals and value sets of the City. Hazen will support development of the planning approach and associated goals and values to be tested. These tasks are further outlined below.

2.2.1 Task 2.1: Supply Scenarios

For the City, future water supply is largely dependent on the availability of surface water. When surface water is available it is diverted and treated at either the Buckman Direct Diversion Water Treatment Plant (WTP) on the Rio Grande or at the Canyon Road WTP. Currently, any remaining demand is met through groundwater production. While future streamflow cannot be known explicitly, projections of streamflow under an array of potential future conditions help the City understand system short and long-term vulnerabilities and prepare for future conditions.

Previous studies have utilized historical streamflow records as well as projected streamflow under the Intergovernmental Panel on Climate Change's (IPCC) Coupled Model Intercomparison Package (CMIP) 3 dataset to provide a range of potential future conditions. Hazen will incorporate these data sets as well as CMIP5 data, currently being developed by Reclamation as part of the Rio Grande Basin Study, into the STEWARDS model along with associated data on evaporation rates. The full set of these data will be available for comparing historical streamflow, previous climate change analysis, and the latest climate change data.

In addition to hydrologic availability affecting supply availability, the City is potentially vulnerable to supply disruptions related to catastrophic supply-impacting events. Hazen will host a workshop with City staff to define supply disruption scenarios, including supply lost and duration of supply loss. Disruption scenarios may include loss of storage in Santa Fe reservoirs due to wildfire, loss of Buckman Direct Diversion due to water quality issues or diversion system failure, or reduction of San Juan-Chama water due to shortage sharing or water calls on the Colorado River.

Historical data and climate change projections, along with supply disruption scenarios, will be summarized in a handout and set of slides suitable for use in the public planning process. Facilitation of public meetings and providing assistance in developing approach for public meetings will not be provided as part of this scope of work.

2.2.2 Task 2.2: Demand Scenarios

The Santa Fe Basin Study Update suggests that uncertainty associated with timing of projected gaps in supply and demand is driven as much or more by uncertainty in demand projections as it is by uncertainty in supply projections. Under this task, recent demand projections will be compiled and new demand projections will be developed. Demand projections will be compiled for the City only (not Santa Fe County).

Hazen will compile the following information, provided by the City:

- Historical population
- 2020 Census population
- Building development rate for years 2010-2020.

Based on information compiled above, along with past projections of population from the Santa Fe Basin Study and Basin Study Update, Hazen will develop three projections of population (low, medium, and high). Hazen will then break out the spatial distribution of population growth, based on the latest

Transmission and Storage Master Plan, City zoning data (both provided by the City), or other information provided by the City, through year 2040.

Historical per-capita water usage will be summarized and compared to projections used in the Santa Fe Basin Study and Basin Study Update. Hazen will coordinate with City Conservation staff to develop a baseline (no action) projection of per-capita usage through year 2100. Hazen will also coordinate with Conservation staff to develop per-capita usage numbers for up to three demand management adaptation strategies.

Historical and projected population, per-capita water usage, and resulting demand for the City will be compiled into a handout and set of slides suitable for use in the public planning process. Facilitation of public meetings and providing assistance in developing approach for public meetings will not be provided as part of this scope of work.

2.2.3 Task 2.3: Support Scenario Planning

Public input on the planning process was received in 2020. As part of the planning process, the City will evaluate "value scenarios" such as maintaining target flows in the Lower Santa Fe River and considering different Living River flow targets for the Upper Santa Fe River. Hazen will host a workshop with City staff to develop an approach to evaluating supply scenarios, demand scenarios, value scenarios, and management scenarios in a structured and meaningful manner. Hazen will document the approach in a brief memorandum (2 pages).

2.2.4 Task 2 Deliverables

- Supply handout
- Demand handout
- Brief memorandum (2 pages) summarizing approach to incorporating value scenarios

3. Schedule

The schedule for this scope of work has been arbitrarily set by contract requirements, in which work must be completed by March 2022. An ambitious schedule is listed below; Hazen will complete as much of the scope as possible in the timeframe allotted.

- Task 1, Phase 1: 7 months from Notice to Proceed, assumed to be April 2021 through October 2021
- Task 1, Phase 2: 5 months from Notice to Proceed, assumed to be November 2021through March 2022.
- Task 2: 3 months from Notice to Proceed

Target planning cycle dates, for reference, are as follows:

- 2021: Supply and Demand Scenarios. Public workshops in spring, draft scenarios in summer, public comment in fall, final scenarios in winter. Supply and demand scenarios can be incorporated into the model at the end of 2021.

- 2022: Evaluate shortages. Public workshop in spring, public workshop on multiple criteria ranking in fall. Shortly after supply and demand scenarios are finalized, the model from Phase 1 can be used to project shortages.

4. Proposed Fee

The fee for this scope of work is estimated to be $298,448, inclusive of New Mexico Gross Receipts Tax (NMGRT). Detailed hours and rates associated with subtasks are provided in Attachment 2. Expenses will be invoiced at cost as they occur and may include travel, printing, mailing, supplies, software, and other similar costs incurred in performance of the work. Work will be performed on a time and materials basis. Hazen PM will provide status reports indicating percent complete with each monthly invoice.

Please call Steve Shultz at (505) 629-3283 or Greg Gates at (505) 259-1679 if you have any questions or would like to discuss.

Sincerely,

Hazen and Sawyer

Steve Shultz, PG
Associate

Greg Gates, PE
Vice President

Attachment 1: Adaptation Strategies

Following is a preliminary list of potential adaptation strategies that the model will simulate:

- Operations
    - Refine current operations
- Modify current supplies
    - BWF Reconfiguration, e.g. more direct effect on Rio Grande
    - Reservoir expansion
    - New reservoir
    - Increase CWF capacity
- Wastewater use
    - Return flow pipeline
        - Exchange with downstream user
        - Redivert/net diversion
        - Offset BWF effects on Rio Grande
        - DPR
        - ASR at BWF
    - Non-potable irrigation reuse (including ability to reduce)
    - ASR Middle Santa Fe River w/ potential new recovery wells
    - ASR Living River
    - Return credits via Lower SFR
    - Minimum release to lower SFR (seasonal and change through time)
- Demand management
    - Conservation (system wide demand change overall or indoor/outdoor per-capita water usage)
    - Drought management
        - User-input triggers, e.g. what triggers category yellow/orange/red. Potential triggers:
            - Surface water in storage < x% of demand
            - Projected inflows to McClure Reservoir and/or SJC allocation
        - Adjustable measures, e.g. no outdoor watering, for each category
    - Connect domestic well users to City system
- New supplies
    - Import water
    - Expand current groundwater supplies
    - New groundwater supplies
    - Deep brackish groundwater
    - Stormwater capture
    - Excess SJC water
    - Five placeholder adaptation strategies that can be used to simulate strategies not listed above. Placeholder strategies are expected to include annual limit on supply and instantaneous (capacity) limits. The placeholder strategies will not include

any connections to other water supply sources, e.g. limits based on wastewater availability or hydrology.

Attachment 2: Hours and Rates

Task	Greg Gates (Vice President) $ 331	Steve Shultz (Associate) $ 221	Diane Roher (Principal) $ 158	Jasmine Pettitt (Assistant Engineer) $ 126	Grantley Pyke (Sr Associat) $ 252	Graphics (Principal) $ 158	Total Hours	Fee Labor	Expense	SubTotal	NMGRT	Grand Total
Task 1, Phase 1: current / draft model	**16**	**228**	**360**	**0**	**16**	**48**	**668**	**$ 124,142**	**$ 2,860**	**$ 127,002**	**$ 10,475**	**$ 137,477**
Model architecture							0	$ -	$ 2,300	$ 2,300	$ -	$ 2,300
Initial conditions		8	16				24	$ 4,295	$ -	$ 4,295	$ 362	$ 4,657
Wastewater allocator	2	24	40				66	$ 12,281	$ -	$ 12,281	$ 1,036	$ 13,317
Supply allocator							0	$ -	$ -	$ -	$ -	$ -
Review and refine supply constraints							0	$ -	$ -	$ -	$ -	$ -
Update demand framework, incl. Santa Fe County	1	8	16				25	$ 4,626	$ -	$ 4,626	$ 390	$ 5,016
Add Rio Grande Compact constraints		24	40				64	$ 11,619	$ -	$ 11,619	$ 980	$ 12,599
Offsets: response function		20	40				60	$ 10,736	$ -	$ 10,736	$ 906	$ 11,642
Update hydrology projections		8	24				32	$ 5,559	$ -	$ 5,559	$ 469	$ 6,028
Coarse-level groundwater tracking		8	8				16	$ 3,030	$ -	$ 3,030	$ 256	$ 3,286
User interface		12	24			8	44	$ 7,706	$ -	$ 7,706	$ 650	$ 8,357
Results dashboard		8	8		16	24	56	$ 10,864	$ -	$ 10,864	$ 917	$ 11,780
Model verification		2	8					$ 1,706	$ -	$ 1,706	$ 144	$ 1,850
Meetings, including kickoff	3	16	16				35	$ 7,053	$ 360	$ 7,413	$ 595	$ 8,008
Draft and final documentation	4	32	40			16	92	$ 17,238	$ -	$ 17,238	$ 1,454	$ 18,692
Contingency, for unknowns	4	40	80				124	$ 22,797	$ -	$ 22,797	$ 1,923	$ 24,720
PM	2	18					20	$ 4,634	$ 200	$ 4,834	$ 391	$ 5,225
Task 1, Phase 2: Adaptation Strategies	**24**	**196**	**372**	**0**	**0**	**0**	**592**	**$ 113,298**	**$ 840**	**$ 114,138**	**$ 9,560**	**$ 123,698**
Meetings	4	32	32				68	$ 13,847	$ 640	$ 14,487	$ 1,168	$ 15,655
Update demand projections		8	16				24	$ 4,423	$ -	$ 4,423	$ 373	$ 4,797
Add adaptation strategies	8	80	200				288	$ 53,474	$ -	$ 53,474	$ 4,512	$ 57,986
Cost functions	4	12	24				40	$ 7,999	$ -	$ 7,999	$ 675	$ 8,674
Scenario manager setup	2	20	40				62	$ 11,740	$ -	$ 11,740	$ 991	$ 12,731
Contingency, for unknowns	4	24	60				88	$ 16,588	$ -	$ 16,588	$ 1,400	$ 17,987
PM	2	20					22	$ 5,228	$ 200	$ 5,428	$ 441	$ 5,869
Placeholder							0	$ -	$ -	$ -	$ -	$ -
Task 2, Planning Support	**28**	**68**	**0**	**80**	**0**	**0**	**176**	**$ 34,373**	**$ -**	**$ 34,373**	**$ 2,900**	**$ 37,273**
Supply scenarios	8	16		32			56	$ 10,219	$ -	$ 10,219	$ 862	$ 11,081
Demand scenarios	8	32		48			88	$ 15,769	$ -	$ 15,769	$ 1,331	$ 17,100
Scenario planning approach	12	16					28	$ 7,503	$ -	$ 7,503	$ 633	$ 8,136
PM		4					4	$ 883	$ -	$ 883	$ 74	$ 957
placeholder							0	$ -		$ -	$ -	$ -
Total	**68**	**492**	**732**	**80**	**16**	**48**	**1436**	**$ 271,814**	**$ 3,700**	**$ 275,514**	**$ 22,934**	**$ 298,448**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202694

Contractor: **Hazen Sawyer**

Description: **Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **upon approval** Term End Date: **6/30/24**

☑ Approved by Council Date: **pending**

Contract / Lease: Conctract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **Cooperative Procurement Water Resources OnCall agreement (P20190000005)**

Fran Delaway (May 10, 2021 16:58 MDT) May 10, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOA-USBR

4. **Funding Source:** **Water CIP Enterprise Fund** **Org / Object:** **5050395.572960**

Andy Hopkins (May 10, 2021 11:25 MDT) May 10, 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: Hazen Sawyer

Procurement Title: Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR

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/Water Staff Name Bill Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

WHSchneider, P.G.
WHSchneider, P.G. (May 6, 2021 12:23 MDT)

Bill Schneider | Water Division Water Resources | | |
Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Duaway
Fran Duaway (May 10, 2021 16:58 MDT)

Chief Procurement Officer | May 10, 2021
Purchasing Officer (attesting that all information is reviewed) | Title | Date

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

Hazen and Sawyer
100 Sun Ave. NE, Suite 206
Albuquerque, NM 87111 |505.217.7152

November 18, 2020

Bill Schneider
City of Santa Fe
Water Utility Division
801 W. San Mateo
Santa Fe, NM 87507

Re: Optional Subject Line

Dear Mr. Schneider:

By this letter, Hazen and Sawyer agrees to utilize the terms and conditions of their Water Resources On-Call agreement (P20190000005) with the Albuquerque Bernalillo County Water Utility Authority for contracting with the City of Santa Fe. Please let me know if you have questions or require more information. Thanks.

Sincerely,

Greg Gates, PE
Vice President

Job no

SCHNEIDER, WILLIAM H.

From: Kelcourse, Candida <ckelcourse@abcwua.org>
Sent: Friday, November 13, 2020 1:20 PM
To: SCHNEIDER, WILLIAM H.
Subject: Hazen & Sawyer Water Resources Contract
Attachments: 2020-0029.pdf; 2020-0029.1.pdf

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

Hi Bill,

Nice to have virtually met you. The Hazen contract is attached, if needed. Please feel free to piggyback the pricing terms and conditions, as authorized by your agency. Let me know if you need anything else, thanks!

Respectfully,

Candida Kelcourse
Purchasing Administrator
Albuquerque Bernalillo County Water Utility Authority
PO Box 568 | Albuquerque NM | 87103
505-289-3227 (ofc) | 505-259-6515 (cell)
www.abcwua.org

AGREEMENT
BETWEEN THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
AND
HAZEN AND SAWYER, D.P.C

P2019000005 WATER RESOURCES ON-CALL SERVICES

THIS AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority"), and HAZEN AND SAWYER, D.P.C. (hereinafter referred to as the "Contractor"), a New York Corporation, whose address is 498 Seventh Ave., 11th Floor, New York, NY 10018.

In consideration of mutual obligations stated herein, the parties agree as follows:

1. Scope of Services: The Contractor shall provide the services described in Exhibit A attached hereto (hereinafter the "Services") in a satisfactory and proper manner, as determined by the Water Authority.

2. Term of Agreement: This Agreement shall commence on the date of final execution by the Water Authority and continue for a period of three (3) years. This term may be extended by mutual written agreement of the parties up to the maximum number of years allowed by the Procurement Ordinance.

3. Compensation and Method of Payment:

3.1 *Compensation.* For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor in accordance with Exhibit B, plus any applicable gross receipt taxes and such amounts shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

3.2 *Method of Payment.* Such amount shall be paid to the Contractor in accordance with Exhibit B, Payment Schedule, upon receipt by the Water Authority of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority. Applicable taxes will be stated separately on each invoice and paid by the Water Authority at current rates. Taxes may not be billed more than sixty (60) days after completion of the Services to which they apply.

3.3 *Appropriations.* Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

3.4 *Non-Exclusivity.* Unless specifically provided herein, this Agreement is not exclusive to

the Contractor and the Water Authority may contract with other businesses to provide similar services at any time. In addition, if this Agreement is for the purchase of Services on an as needed basis, the Water Authority is not obligated to make any purchase of Services hereunder.

4. Independent Contractor: Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel:

5.1 The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement in a timely manner. Such personnel shall not be employees of or have any contractual relationships with the Water Authority.

5.2 All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

5.3 None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity: The Contractor agrees to defend, indemnify and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, or negligent performance by the Contractor under this Agreement or wrongful misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance: The Contractor shall not commence any work under this Agreement until the insurances required in Part II of the RFP, Special Instructions, have been obtained and the proper certificates, riders or endorsements (or policies) have been submitted to the Water Authority.

8. Reports and Information: At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the Water Authority.

9. Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement and shall be available to the Water Authority until all applicable statutes of limitation have run. This Section 9 shall survive and continue beyond the termination

of this Agreement or any of its provisions.

10. Audits: At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

11. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Water Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Contractor does not assume Liability for reuse of data, drawings and other documents for any purpose other than the purpose intended in this Agreement.

12. Ethical Conduct: The Contractor warrants that it will perform the Services under this Agreement in compliance with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Procurement Ordinance, the Water Authority Code of Conduct, the Governmental Conduct Act (Sections 10-16-1 through 10-16-18, NMSA 1978), the New Mexico criminal statutes prohibiting bribes, gratuities and kickbacks, (Sections 30-41-1 through 30-41-3 NMSA 1978), and any other Water Authority or New Mexico laws, ordinances, rules and regulations, policies, procedures and administrative instructions applicable to ethical conduct. Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

13. Unfair Business Practices: The Contractor agrees to comply with the Unfair Business Practices provisions (§2-376) of the Procurement Ordinance and the New Mexico Unfair Practices Act, Section 57-12-1 et seq. NMSA 1978 (the "Act"). If during the term of this Agreement the Contractor has been found to engage in any Unfair Business Practices the Contractor agrees to report that finding to the Water Authority Central Purchasing Office. Unfair Business Practices are defined as a system or pattern of acts or practices that a federal or State enforcement agency has made a formal finding within the last three (3) years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the Act, or an applicable federal or State consumer protection law relating to the Scope of this Agreement or that have violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

14. Compliance with Laws: In providing the Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments, including, but not limited to the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights.

15. Changes: If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

16. Assignability: The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority thereto.

17. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, and fail to cure any such default within fifteen (15) days after receipt of a notice of default from the Water Authority, the Water Authority shall thereupon have the right to terminate this Agreement without further notice to the Contractor. The notice of default shall specify the date of termination. In the event of termination for cause, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

18. **Termination for Convenience of the Water Authority:** The Water Authority may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

19. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

20. **Enforcement:** The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

21. **Entire Agreement:** The RFP and Contractor's Proposal submitted in response to the RFP, and all Exhibits and other documents attached or referred to in this Agreement are hereby incorporated into and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. In the event of a conflict, the documents shall have precedence as follows: Exhibits, Agreement, RFP and Proposal.

This Agreement and incorporated documents contain the entire agreement of the parties and supersede any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the ordinances, rules and regulations of the Water Authority.

23. **Approval Required:** This Agreement shall not become effective or binding until approved by the Executive Director of the Water Authority.

IN WITNESS WHEREOF, the Water Authority and the Contractor have executed this Agreement as of the date first written below.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

Approved By:

Mark S. Sanchez, Executive Director

Date: 3/28/19

Reviewed by:

Peter Auh, General Counsel

Date: 3/28/19

HAZEN AND SAWYER, D.P.C.:

By: Greg Gates

Title: Vice President

Date: 03/19/2019

EXHIBIT A

SCOPE OF SERVICES

This on call contract may include hydrogeological services, groundwater modeling, geochemical modeling, water resources planning and analysis, permitting of projects with federal, state and local regulatory agencies, economic analyses of proposed water projects and NEPA (National Environmental Policy Act) requirements. This work must be performed to maintain compliance with all NMED, OSE and federal permits and to follow the policies of the Water Authority's water resource management strategy, WATER2120.

The Water Authority intends to award multiple agreements to a pool of contractors for the following services, or any combination of the following services. Services required include, but are not limited to:

A. Water Resources Planning

1. Water Resource Management Modeling – USGS MRG MODFLOW, OSE Administrative model experience
2. Preparation of grant applications to fund water resources supply projects
3. Analysis of the impacts of climate change on the water supply
4. Annual preparation of the operating plan for the utility
5. Analysis and report preparation on the efficacy of various water conservation programs
6. Analysis and recommendation for the best water resource project option
7. Research the occurrence, fate and potential treatment of emerging contaminants and provide reports to the Authority
8. Economic analyses

B. Implementation of Water 2120

1. Technical support for protests of permits with the OSE
2. Establish a procedure for measurement and evaluation of the aquifer level every five years and projections for what will occur in the next five years
3. Annual aquifer level mapping
4. Provide support for development of legislation to allow for water leasing and banking on a local, regional and interstate basis
5. Services to protect and enhance the Rio Grande State Park and the Bosque
6. Green energy projects and carbon footprint reduction

C. Ground Water and Hydrogeology

1. Groundwater modeling including particle tracking and capture zone/ zone of contribution & time, fate and transport of contamination
2. Geochemical modeling
3. Environmental Investigations – RCRA, CERCLA, WQCC, PSTB, permitting, corrective action and compliance knowledge, remediation system design and O&M
4. Review and preparation of comments on technical reports related to groundwater contamination sites

D. Permitting and Compliance Reporting

1. Permitting of water resources projects with the NM Environment Department and Office of the State Engineer and the EPA
2. Preparation of reports for compliance with permit

Exhibit B

Compensation will be on a time and expense basis or lump sum as negotiated by task, with labor billed based on the hourly rate sheet presented below (exclusive of New Mexico Gross Receipts Tax [NMGRT]). Rates presented will be escalated annually on the contract date by 3 percent. The titles of our proposed staff can be found in **Appendix C** listed on each resume, which can be cross referenced with the table below to determine hourly rates.

Category	Direct -	Fully Loaded (A*2.97)
Vice President	$105	$312
Associate Vice President	$90	$267
Senior Associate	$80	$238
Associate	$70	$208
Senior Principal Engineer	$60	$178
Principal Engineer	$50	$149
Assistant Engineer	$40	$119
Designer	$30	$89
Technician	$25	$74

Subconsultant expenses will be billed at actual cost, plus 10 percent.

Expenses will be invoiced at actual cost or standard rates (e.g. IRS standard mileage rate). Expenses will include travel or other similar costs incurred in performance of the work.

ALBUQUERQUE-BERNALILLO COUNTY WATER UTILITY AUTHORITY
CONTRACT CONTROL FORM

CCN: 2020-0029 Purchase Order No.: MC000008 GL/JL: 28000/165100

Purchasing Contact: Rachel Lopez 289-3271

User Contact: David Laughlin 289-3035

Type of Agreement: A/E

Description: On Call Professional Engineering and Related Services Agreement 02313.00
Vendor: Hazen & Sawyer
Vendor No.: 142776
Vendor Contact: Greg Gates ggates@hazenandsawyer.com

Contract Term: execution To: 3 yrs

Amount Added with this supplement: $ n/a
Contract Total: $ 500,000.00 plus NMGRT

APPROVALS REQUIRED:	Approved by (initial)	Approval Date
Purchasing Administrator:	CK	11/25/19
Purchasing Officer:	JD	11/25/19
Attorney:	PSL	12/10/19
CFO:		
COO:	JMD	12/10/19
Vendor:		
Executive Director:		12/11/19
Other:		

Board Approval Required? ☒ Yes ☐ No

Bill No. C-19-36 Date: 12/4/19 Approved: $500,000 (taxes included/taxes excluded)

1. What item is being requested for review? (CIRCLE ONE)

NEW CONTRACT / ADDITIONAL SERVICES / CHANGE ORDER / DEVELOPER AGREEMENT

PURCHASE ORDER or ADJUSTMENT / SUPPLEMENT / GRANT (please specify)

2. What will this item do? On-Call Professional Engineering and Related Services Agreement

3. Why is it needed? Provide On-Call Professional Engineering services needed for On-Call Construction Projects.

4. How much will it cost and what is the funding source? Initial compensation upper limit will be set at $500,000. This will be increased as necessary.

5. Does this action require/authorize any movement of funds within the CIP administratively or commits to a clean-up in the future? No. It's in the Decade Plan

6. What will happen if this/these item(s) is/are not approved? Future projects will not be completed.

AGREEMENT
BETWEEN THE
ALBUQUEQRUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
AND
HAZEN AND SAWYER D.P.C.
ON CALL PROFESSIONAL ENGINEERING SERVICES P2020000003

Project No. 02313.00

THIS AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, hereinafter referred to as "Owner" or the "Water Authority", and Hazen and Sawyer DPC, hereinafter referred to as the "Consultant," a New York corporation, whose address is 100 Sun Ave., N.E., Ste. 630, Albuquerque, NM 87109.

In consideration of the mutual obligations stated herein, the parties hereto agree as follows:

1. Scope of Services: Consultant shall perform the on-call professional (architect/engineering) services (hereinafter the "Services") described in Exhibit A to this Agreement in a satisfactory and proper manner, as determined by Owner. Projects may be awarded by Work Order to Consultant in accordance with the process outlined in Exhibit A, but Owner is under no obligation to award any Projects to Consultant under this Agreement.

2. Term of Agreement: This Agreement shall commence on the date of final execution by Owner and continue for **three (3) years,** unless sooner terminated. If all Projects awarded pursuant to the Agreement are not completed by the end of the term, the Agreement shall continue until completion of all such Projects. New Projects shall not be awarded during a continuation after the end of the term, unless the Agreement is amended by written agreement of the parties.

The Term of Agreement for each Work Order shall commence on the date of final execution by Owner of the Work Order Authorization Form and continue until the date stated in the Work Order. If the Work Order Project is completed sooner, the Work Order shall terminate at such time. If the Project is in progress but not completed by the end of the term, the Work Order shall continue until Project completion, but may not exceed the term allowed by the Procurement Ordinance for contracts of this type; except that the Chief Procurement Officer may approve, by written Determination, a continuation beyond the term allowed.

3. Compensation and Method of Payment:

3.1 *Total Compensation.* For performing the Services specified in Section 1 hereof, Owner agrees to pay Consultant up to the amount of **Five Hundred Thousand Dollars ($500,000.00)**, plus any applicable gross receipts taxes (the "Total Compensation"). The actual compensation payable shall be the summation of the Total Contract Price of all individual Work Orders awarded under this Agreement. Owner is not obligated to pay any amount to Consultant under this Agreement except pursuant to a Work Order for Services signed by the parties.

3.2 *Work Order Contract Price.* Owner shall pay Consultant in current funds for Consultant's performance of a Work Order, the Work Order Total Contract Price subject to any applicable Work Order Adjustments. Such amount shall constitute full and complete compensation for Consultant's Services under the applicable Work Order, including all expenditures made and expenses incurred by Consultant in performing such Services. The Contract Price of each Work Order shall consist

of the Basic Services Fee, which may be fixed or estimated, and estimated Reimbursable Expenses and subconsultants' charges, plus any applicable gross receipts taxes.

3.2.1 The estimated amounts which make up the Work Order Contract Price are not the minimum or maximum amounts which may be payable to Consultant under this Agreement.

3.2.2 Consultant shall give Owner written notice if it becomes apparent that an estimated amount will be exceeded. Upon such notice, Owner and Consultant shall promptly review the Services remaining to be performed and compensation for such Services. Owner may suspend or terminate Consultant's Services for Owner's convenience, agree to compensation exceeding said estimated amount, or agree to a reduction in the remaining Services to be rendered by Consultant. If Owner decides not to suspend Consultant's Services during negotiations and Consultant exceeds the estimated amount before Owner and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining Services, the Consultant shall be paid for all Services rendered under the Work Order.

3.3 *Work Order Basic Services Compensation.* The Basic Services Fee may be fixed or estimated and may be broken down into various phases which may also be fixed or estimated in amount. The amount of a phase or the total Basic Services Fee under a Work Order may be:

- a lump sum amount;
- an amount equal to Consultant's Direct Labor Costs ("DLC") times a multiplier of **3.20** for the Services of Consultant's personnel engaged on the Work Order Project; or
- as otherwise provided in the Work Order.

3.3.1 Lump sum amounts, if used in a Work Order, include compensation for Consultant's Services and Services of subconsultants, if any; and appropriate amounts are incorporated to account for labor, overhead, profit, and Reimbursable Expenses. DLC amounts used in a Work Order incorporate all labor, overhead, and profit.

3.3.2 "Direct Labor Costs" or "DLC" means salaries and wages paid to employees but does not include payroll-related costs or benefits.

3.3.3 Consultant shall obtain an Independent Auditor's Report of the Direct Labor Cost to certify with reasonable assurance that the DLC proposed by the Consultant is free of material misstatement and presents fairly the DLC for the Consultant. The Report will be required as requested by the Water Authority.

3.3.4 If various phases are established for the Basic Services of a Work Order, Consultant may alter the allocation of funds between the phases to be consistent with Services actually rendered, but shall not exceed subtotals established for all fixed amount phases or for all estimated phases, and the total for all Basic Services, unless approved in writing by Owner.

3.4 *Reimbursable Expenses.*

3.4.1 Reimbursable Expenses include actual and reasonable expenses incurred by Consultant solely and directly in connection with the performance of Consultant's Services as follows:

- Expenses of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of New Mexico are not

reimbursable unless expressly approved by the Owner in advance.

- Fees paid for securing approval of authorities having jurisdiction over a Project.
- Professional models and renderings if requested by Owner.
- Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other Project-related work product, other than that used solely in-house by Consultant.
- Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.
- Other expenses approved in writing by Owner.

3.4.2 Consultant shall not be entitled to receive payment for legal services which Consultant procures or employs for any matter related to a Project except when advance written approval is given by Owner's Attorney.

3.4.3 Reimbursable Expenses shall be billed at the actual cost to Consultant unless otherwise provided herein.

3.5 *Subconsultants' Charges.* Subconsultants' charges shall be billed to Owner at the actual cost to Consultant times a multiplier of **1.10** unless otherwise provided herein.

3.6 *Payments to Consultant.* The portion of the Work Order Total Contract Price billed each billing period for Consultant's Services on a Work Order Project will be based:

- For Lump Sum Services, upon the agreement of the project managers of Owner and Consultant as to the percentage of total Services actually completed for each Phase during the billing period;
- For DLC Services, on the Direct Labor Costs for the cumulative hours charged to the Project by Consultant's principals and employees during the billing period multiplied by the above-designated multiplier, plus Reimbursable Expenses and subconsultants' charges, if any, billed to Consultant during the billing period.
- For other types of Services, as provided in the Work Order.

3.7 *Additional Services.* Consultant may receive compensation for providing Additional Services for a Work Order Project as described in the applicable Work Order and Work Order Adjustment.

3.7.1 Additional Services are services not included in the description of Basic Services for the Project and not reasonably inferable as part of the Basic Services. Prior to commencing any Additional Services, Consultant shall prepare an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee. Consultant shall perform the Additional Services only after written acceptance of the Additional Services Proposal by Owner and execution of a Work Order Adjustment amending the applicable Work Order. Upon acceptance by Owner, each Additional Services Proposal and the Services performed by Consultant pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

3.7.2 Owner shall pay Consultant for Additional Services of Consultant's personnel engaged

directly on the Project, as set out in the Additional Services Proposal approved by Owner or as otherwise described in the Work Order Adjustment. The compensation and methods of payment for Additional Services shall be those described above for a Work Order or as otherwise provided in the approved Additional Services Proposal.

3.8 *Invoice Required.* Payments shall be made to Consultant upon receipt by Owner of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of Owner and on the condition that Consultant has accomplished the Services to the satisfaction of Owner. Applicable taxes will be stated separately on each invoice and paid by Owner at current rates. Taxes may not be billed more than sixty (60) days after completion of the Services to which they apply.

3.9 *Gross Receipts Tax/Non-Taxable Transactions.* Consultant shall use and require the use of non-taxable transaction certificates by subcontractors and suppliers whenever allowed by law. In any event, Consultant shall not include gross receipts taxes paid to others as a part of the base dollar amount upon which Consultant calculates its gross receipts taxes when billing Consultant's fees and expenses to Owner.

3.10 *Appropriations.* Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Authority Board, this Agreement, or any Work Order, may be terminated at the end of Owner's then current fiscal year upon written notice given by Owner to Consultant. Such event shall not constitute an event of default. All payment obligations of Owner and all of its interest in this Agreement, or Work Order, whichever applies, will cease upon the date of termination. Owner's decision as to whether sufficient appropriations are available shall be accepted by Consultant and shall be final.

3.11 *Non-Exclusivity.* Owner is not obligated to purchase any Services or award any Work Orders under this Agreement and shall have the unilateral right at all times to solicit offers or otherwise contract with other consultants to provide professional services similar to those described in this Agreement at any time.

3.12 *Final Payment.* Consultant, by its acceptance of final payment of the amounts due under a Work Order awarded pursuant to this Agreement, releases Owner, its officers and employees, from all liabilities and obligations for fees and costs due under this Agreement and all Work Orders, including, but not limited to, all damages, losses, costs, liability, and expenses (including, but not limited to, attorneys' fees and costs of litigation) that Consultant may have. All representations, including standard of care issues made in this Agreement will survive final payment and termination or completion of this Agreement.

4. Consultant's Responsibilities and Limitations.

4.1 *General Terms and Conditions.* Except as limited by this Agreement, Consultant's duties and responsibilities, Consultant's relationship with the Contractor, and the limitations of Consultant's authority during the Project shall be in accordance with the General Terms and Conditions, as amended and in effect on the date of Owner's execution of this Agreement, or such other or additional terms and conditions of the Contract between Owner and the Contractor for construction of the Project, all of which are incorporated herein as though set forth in full. Said Contract shall not be modified without Consultant's written consent, to the extent such changes

affect the Services required by this Agreement.

4.2 *Standard of Care.* Consultant shall perform the Services required by this Agreement as expeditiously as is consistent with professional standards of care required of members of the same profession and the orderly progress of the Work Order Projects. Failure of Consultant to perform in such a manner or to meet a Work Order Project Schedule shall constitute a basis for termination and/or withholding of payment until timely performance is achieved by Consultant.

4.3 *Responsible Party.* Consultant shall provide the services of the following named New Mexico registered architect(s) or engineer(s) who will be in responsible charge of providing the Services required of Consultant under this Agreement in accordance with the New Mexico Architectural Act and/or the New Mexico Engineering and Surveying Act.

Greg Gates, P.E.	NM PE#14234
Architect or Engineer	**New Mexico Certificate Number**

This responsible party shall not be changed without prior approval of Owner, which approval shall not be unreasonably withheld. The Work Order Authorization Form may be signed by another architect or engineer employed by Consultant who will be in responsible charge of providing the services required of Consultant for that Work Order and Owner's signature on the Form shall indicate approval of that individual.

4.4 *Limit on Authority.* Consultant agrees not to purport to bind Owner to any obligation not assumed herein by Owner, unless Consultant has express written authority to do so, and then only within the strict limits of that authority.

5. Owner's Responsibilities.

5.1 Owner's responsibilities with respect to the Project, Consultant and the Contractor are described in the General Terms and Conditions and other documents which make up Owner's Contract with the Contractor for construction of the Project, all of which are incorporated herein.

5.2 Owner shall make accessible to Consultant, but not copy, all of its maps, records, reports, or other data pertinent to the Services to be performed by Consultant pursuant to this Agreement, and also make accessible any other maps, records, or other materials available to Owner from any other public agency or body.

5.3 Consultant shall indicate to Owner any additional information needed for the rendering of Services hereunder. Owner shall provide to Consultant such information as is available to Owner and Owner's consultants and contractors, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

6. Independent Contractor: Neither Consultant nor its employees are considered to be employees of Owner for any purpose whatsoever. Consultant is considered as an independent contractor at all times in the performance of the Services. Consultant further agrees that neither it nor its employees are entitled to any benefits from Owner under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of Owner under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

7. Personnel:

7.1 Consultant represents that it has, or will secure at its own expense, all personnel required

in performing all of the Services required under this Agreement in a timely manner. Such personnel shall not be employees of or have any contractual relationships with Owner.

7.2 All the Services required hereunder will be performed by Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services. All Services shall be performed in accordance with the standards of the profession.

7.3 None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of Owner. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement. Such agreements shall not be construed as a diminution of Consultant's liability and responsibilities to Owner.

7.4 The Consultant shall not replace the project manager without providing written notice to the Owner, except under extraordinary circumstances. The Consultant shall submit a resume and the qualifications of the proposed substitute project manager along with the written notification and the Owner shall review and approve or deny the proposed substitute.

8. Indemnity:

8.1 *Indemnification by Consultant.* Consultant agrees to indemnify, and hold harmless Owner and its officers, agents and employees from and against liability, claims, damages, losses or expenses, including reasonable attorneys' fees, only to the extent that the liability, damages, losses or costs are caused by or arise out of the negligent acts or omissions of Consultant, its officers, agents or employees in the performance of this Agreement. Nothing in the Agreement shall be construed to require Consultant to indemnify and hold harmless Owner, its officers, agents and employees from and against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of the acts or omissions of Owner or its officers, agents and employees. Receipt by Owner of Consultant's Services under this Agreement and Owner's authorization for Consultant to proceed with the various phases of Services shall not be construed as approval of Consultant's work product by Owner or as the giving of instructions or directions by Owner. This indemnification provision is subject to the limitations and provisions of Section 56-7-1 NMSA 1978.

8.2 *Time and Expenses.* Consultant's time and expenses spent in defending allegations in claims or lawsuits arising from the acts or omissions of Consultant shall be at Consultant's own expense. Consultant shall cooperate with Owner in defending claims and lawsuits arising out of the acts or omissions of Consultant. This will not require of Consultant analyses, computations, and other architect/engineering work which is not in the scope of this Agreement.

8.3 *Indemnification by Contractor.* Owner will require in the general conditions of any construction contract, language which states that the Contractor is required to indemnify and save harmless Owner and Consultant and their officers, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of the performance of the Work by Contractor, or by reason of any act or omission, neglect or misconduct of Contractor, his agents or employees or any subcontractor, his agents or employees. Owner shall require the Contractor to name Owner and Consultant as additional insureds on the Contractor's commercial general liability insurance policy.

9. Insurance: Consultant shall not commence any work under this Agreement until the insurances required in Part II of the RFP, Special Instructions, have been obtained and the proper certificates, riders or endorsements (or policies) have been submitted to Owner.

10. Reports and Information: At such times and in such forms as Owner may require, there shall be furnished to Owner such statements, records, reports, data and information, Owner may request pertaining to matters covered by this Agreement. Unless authorized by Owner, Consultant will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to Owner.

11. Establishment and Maintenance of Records: Records shall be maintained by Consultant in accordance with applicable law and requirements prescribed by Owner with respect to all matters covered by this Agreement. Except with respect to lump sum fees, records of Consultant's expenses and those of its consultants pertaining to the Services provided shall be kept on the basis of generally accepted accounting principles. Except as otherwise authorized by Owner, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement and shall be available to Owner until all applicable statutes of limitation have run. This Section 11 shall survive and continue beyond the termination of this Agreement or any of its provisions.

12. Audits: At any time during normal business hours and as often as Owner may deem necessary, there shall be made available to Owner, or its representative, for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and other data relating to all matters covered by this Agreement. Owner shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of Owner to recover excessive or illegal payments. Consultant and its sub-consultants shall not be compensated under this Agreement for time or costs incurred in complying with this Section.

13. Ownership and Use of Documents:

13.1 *Ownership.* All designs, drawings, specifications, notes, computer discs and generated work, regardless of the media used, and other work developed in the performance of this Agreement are the sole property of Owner. This includes, but is not limited to, original construction documents such as calculations, technical data, and data related specifically to any Project awarded under this Agreement, field notes, project manuals, and related documents and other such items developed by Consultant in connection with an awarded Project. All such documents shall vest in and shall become the sole property of Owner whether the Project for which they are made is constructed or not. Production costs of such materials shall be included within Consultant's Basic Services Fee for a Project. With respect to computer programs and computer data, Owner, at its option and at its cost, may require that Consultant provide any and all computer licensing agreements necessary to permit Owner to use computer programs and data related to an awarded Project. As part of the Basic Services Fee, Consultant may maintain and retain a complete reproducible set of any and all record documents developed for a Project. Delivery of original documents shall not be required by Owner prior to completion of the performance or termination of a Project. Electronic data delivered to and accepted by Owner shall not include the professional stamp or signature of an engineer or architect. Owner agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with the decline of accuracy or readability

of accepted electronic data due to inappropriate storage conditions or duration.

13.2 *Prohibition on Reuse.* All documents, including drawings and specifications prepared by Consultant pursuant to this Agreement, are instruments of service in respect to an awarded Project. They are not intended or represented by Consultant to be suitable for reuse by Owner on any other project. The original drawings may be marked by Owner or Consultant to designate the restrictions on use of these documents as set forth in this Section.

13.3 *Copyright.* No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant. However, Consultant may use these documents as reference and research materials and as representations of the design of an awarded Project, including photographs of the work among Consultant's promotional and professional materials, provided however that such documents and materials shall not include Owner's confidential or proprietary information in the event Owner has previously advised Consultant in writing of matters that Owner considers confidential or proprietary. Owner shall provide professional credit for Consultant in promotional materials for an awarded Project if so requested, in writing, by Consultant.

13.4 *Additional Copies.* In the event Owner requires additional copies of the documents prepared under this Agreement, prior to Consultant's delivery of the original documents to Owner, Consultant agrees to promptly provide copies upon request and Owner agrees to reimburse Consultant for reasonable costs of reproduction, not to exceed actual costs of reproduction including labor costs expended in providing the requested copies.

14. Ethical Conduct:

14.1 *General.* Consultant warrants that it will perform the Services under this Agreement in compliance with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Procurement Ordinance, the Water Authority Code of Conduct, the Governmental Conduct Act (Sections 10-16-1 through 10-16-18, NMSA), the New Mexico criminal statutes prohibiting bribes, gratuities and kickbacks (Sections 30-41-1 through 30-41-3 NMSA 1978), and any other Water Authority or New Mexico laws, ordinances, rules and regulations, policies, procedures and administrative instructions applicable to ethical conduct. Consultant warrants that is presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

14.2 *Employee Conflicts.* Consultant further covenants that, in the performance of this Agreement, no person having a direct or indirect interest which would conflict in any manner or degree with his or her performance in connection with this Agreement shall be employed by Consultant. Consultant also agrees that neither it nor anyone employed by it shall have an interest, direct or indirect, in any company hired for an awarded Project as a contractor, subcontractor, supplier, or manufacturer, except for those areas of construction for which Owner provides construction phase inspection that is independent of Consultant.

14.3 *Litigation.* Consultant agrees to not serve in the capacity of architect, engineer, consultant, expert, or expert witness for any party to litigation or pending litigation holding an adverse position to, or claim against, Owner on the same subject matter for which Consultant performs Services pursuant to the terms of this Agreement.

15. Unfair Business Practices: Consultant agrees to comply with the Unfair Business

Practices provisions (§2-376) of the Procurement Ordinance and the New Mexico Unfair Business Practices Act, Section 57-12-1 et seq. NMSA 1978 (the "Act"). If during the term of this Agreement Consultant has been found to engage in any Unfair Business Practices Consultant agrees to report that finding to the Water Authority Central Purchasing Office. Unfair Business Practices are defined as a system or pattern of acts or practices that a federal or State enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the Act, or an applicable federal or State consumer protection law relating to the Scope of this Agreement or that have violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency, or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

16. Compliance with Laws: In providing the Services outlined herein, Consultant shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments, including, but not limited to the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights.

17. Changes: If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

18. Assignability: Consultant shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of Owner thereto.

19. Dispute Resolution:

19.1 *Mediation Procedures*. In the event a dispute concerning this Agreement arises, any party seeking relief shall mail or deliver a written demand to the other party, describing the relief sought and the basis for such relief within a reasonable time after the claim, dispute or other matter in question has arisen. Owner and Consultant shall attempt to informally negotiate a resolution of such demand. In the event the negotiations fail or no resolution is reached within fifteen (15) days after receipt of the demand, whichever first occurs, the dispute shall be submitted to non-binding mediation. Each party shall pay in equal shares all fees and costs assessed by the mediator. Unless agreed in writing otherwise, the failure of any party making a demand to request mediation within thirty (30) days of the original submission of the demand shall be deemed a waiver of mediation requirements herein, and the parties shall proceed pursuant to arbitration. In the event the dispute is submitted to arbitration, the parties may enter into a written agreement to stay arbitration pending completion of mediation.

19.2 *Arbitration*. If mediation is not successful, any dispute concerning this Agreement, or the performance, interpretation, or breach thereof, shall then be settled by arbitration pursuant to the Uniform Arbitration Act, Section 44-7A-1 et seq. NMSA 1978 (the "NMUAA") then in effect. The arbitrator(s) shall have no power to render an award, which has the effect of altering or amending or changing in any way any provision of this Agreement. The award of the arbitrator(s) shall be final and binding. Judgment upon any such award shall be rendered only by any state or federal court sitting in Bernalillo County, New Mexico. Any and all arbitration proceedings, including discovery ordered by the arbitrator(s) shall take place in Bernalillo County, New Mexico.

In any such arbitration, the arbitrator(s) shall have the powers of a court having jurisdiction as well as all of the powers pursuant to the NMUAA. Without limiting the generality of the foregoing, the arbitrator(s) shall have the power to issue orders for injunctive relief.

19.3 *Demand for Arbitration.* Notice of demand for arbitration must be filed in writing with the other parties subject to this Section in accordance with the NMUAA. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen, or mediation has terminated, whichever event occurs last. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

19.4 *Injunctive Relief.* Owner and Consultant consent and agree to the issuance of any temporary restraining order or preliminary injunction, by any Court sitting in Bernalillo County, New Mexico having jurisdiction, upon the application of any party to the arbitration. Such authority of a Court to order injunctive relief shall terminate upon completion of the appointment of an arbitrator(s) who will then have jurisdiction to issue orders for injunctive relief. Any party to the arbitration may apply to the arbitrator(s) for issuance of an injunction or similar relief, and such application shall be heard by the arbitrator(s) within ten (10) days after the application is filed. Any Court in Bernalillo County having jurisdiction to render an order confirming the award of the arbitrator(s) shall have jurisdiction to enter an order confirming the issuance of such injunction and making it an order of the Court.

19.5 *Consolidation and Joinder.* Owner and Consultant consent to the joinder in arbitration of any party necessary for the complete resolution of all disputes arising out of the performance of contracts pertaining to the Work of the Project, including but not limited to the Contractor and its subcontractors and suppliers and any other interested party.

19.6 *Dispute Resolution.* In the event Owner enters into a construction contract for an awarded Project, Owner shall include a similar dispute resolution provision (with appropriate changes in the description of the parties) in its contract with the Contractor.

20. Project Suspension: If an awarded Project is suspended for more than three (3) months or abandoned in whole or in part, Consultant shall be compensated for its Services performed prior to receipt of written notice from Owner of such suspension or abandonment, together with expenses then due. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be subject to renegotiation. In the event fees cannot be agreed upon, Owner may select another consultant, and Consultant shall be entitled to no further fees.

21. Termination:

21.1 *Termination for Default.* If either party should fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party should violate any of the covenants, agreements, or stipulations of this Agreement, such party, in addition to remedies available under the terms of this Agreement, thereupon shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. Neither Party shall be liable to the other for any special, incidental, indirect, or consequential damages whatsoever arising out of or relating in any way to this agreement. Consultant shall not be responsible for damages caused by Owner's delay. Consultant shall not be entitled to delay damages against Owner for delay of the performance of this Agreement caused by Owner or any third parties.

21.2 *Termination Due to Abandonment.* In the event that an awarded Project is abandoned by Owner, Owner may terminate the applicable Work Order at any time by giving at least fifteen (15) days written notice to Consultant.

21.3 *Termination for Convenience of Owner.* Owner may terminate this Agreement, in whole or in part, without cause and for Owner's convenience at any time by giving at least fifteen (15) days written notice to Consultant.

21.4 *Termination Due to Non-Funding.* In the event the construction project funds out of which this Agreement is funded are depleted to the extent the funds are inadequate for Owner to make the payments required pursuant to this Agreement, Owner may terminate this Agreement by giving at least ten (10) days written notice to Consultant.

21.5 *Effect of Termination.* Upon Consultant's receipt of a notice of termination, Consultant shall promptly discontinue all Services affected, unless otherwise directed in writing by Owner. All finished or unfinished documents, data, sketches, calculations, summaries, estimates, records, schedules, studies, surveys, drawings, maps, models, photographs, reports, and such other information and data accumulated in the performance of Services under this Agreement, whether complete or in progress, prepared by Consultant under this Agreement shall become Owner's property regardless of the cause for termination. Consultant shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expenses authorized by Owner which are then due. Neither party is entitled to recover any consequential damages, including, but not limited to, loss of anticipated profits, for any termination allowed pursuant to this Section. In the event of termination, Owner may take over the Work of the Project and continue the Project by contract with another party or with its own staff.

22. Formal Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid. In the instance of termination of this Agreement, notice shall be sent by certified mail, addressed as follows:

Albuquerque Bernalillo County Water Utility Authority
One Civic Plaza NW, Room 5012
Albuquerque, New Mexico 87102

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided. In addition, nothing contained herein shall preclude the transmission of routine correspondence, messages and information between the respective parties to this Agreement, either at a Project site or at the home offices of either party, or by an official of either party or their representatives.

23. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

24. Entire Agreement: The RFP, Consultant's Proposal submitted in response to the RFP, and all Exhibits and other documents attached or referred to in this Agreement, or within the standard of care of the industry, are hereby incorporated into and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. The

terms RFP, Proposal, Agreement and Work Order as used herein, include all Addenda, modifications, amendments, supplements and adjustments to these documents unless otherwise stated. In the event of a conflict, the documents shall have precedence as follows: the Exhibits to the Agreement, the Agreement, the RFP and the Consultant's Proposal.

The Work Order Documents for any Work Orders issued to the Consultant are also incorporated into and made a part of this Agreement as though set forth in full. In the event of a conflict, the Work Order Documents, shall have precedence.

This Agreement and incorporated documents contain the entire agreement of the parties and supersede any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

26. Approval Required: This Agreement shall not become effective or binding until approved by the Executive Director of the Water Authority.

IN WITNESS WHEREOF, Owner and Consultant have executed this Agreement as of the last date written below.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

Approved By:

Mark S. Sanchez, Executive Director

Date: 12/11/19

Recommended By:

John M. Stomp III, P.E.
Chief Operating Officer

Date: 12/10/19

Reviewed by:

Peter Auh, General Counsel

Date: 12/10/19

HAZEN AND SAWYER

By: Greg Gates

Title: Vice President

Date: 11/25/2019

New Mexico Architect/Engineer Certificate No:

14234

EXHIBIT A
SCOPE OF SERVICES

Provide a variety of engineering services including civil, structural, electrical, and mechanical engineering or other related activities as determined by the Water Authority. The Engineer shall render professional engineering services as described below:

A. Basic Services:

a. The Owner's Project Manager shall provide the Project Engineer a description of the desired services for each specific work assignment that may include the following:

i. environmental and other necessary permits,
ii. geotechnical and structural analysis,
iii. Field Reconnaissance Surveys (that field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design) and design surveys,
iv. collecting field and other related data,
v. hydraulic or other modeling,
vi. process modeling and optimization studies,
vii. preparing technical specifications,
viii. assisting with equipment and other procurement,
ix. attending and presenting project information to neighborhoods and/or respective neighborhood associations, school administrators, public, and other state, local and regional agencies,
x. developing detailed construction and operation and maintenance costs estimates,
xi. studies, reports, and technical memorandums,
xii. preliminary and final designs with bid documents,
xiii. record drawings, asset management/onboarding, and cost data support,
xiv. bid-phase and/or construction-phase services,
xv. construction management and/or inspection,
xvi. construction start-up services including Operations and Maintenance Manuals, providing operations personnel, standard operating procedures and other training, and
xvii. other tasks as authorized by the Owner for a variety of utility and plant work assignments.

b. These work assignments will involve work on a variety of Water Authority assets, including, but are not limited to:

i. ***Potable Water, Reuse Water and Sanitary Sewer Lines:*** The Water Authority is embarking on an aggressive program for evaluation and rehabilitation of large diameter Interceptor Sanitary Sewer lines, in addition

to the ongoing rehab and replacement of water transmission mains and small diameter water distribution and sewer collector lines.

ii. ***Potable Water, Reuse Water and Wastewater Systems Facilities:*** The Water Authority will continue to need support at all our plant facilities, including treatment plants, wells, booster pumping stations, raw water diversion systems, reservoirs, sanitary lift stations, vacuum stations, odor control stations, and chemical transfer stations.

c. For each prospective work task, the Project Engineer shall submit a detailed proposal of the scope. The Project Engineer must receive a written Work Order from the Owner's Project Manager for each work assignment before proceeding with the work assignment. Certain work assignments may require a fast response design to meet urgent and possibly emergency or critical situations. The Project Engineer shall be responsible for providing quality assurance/quality control (QA/QC) in accordance with the firm's written policies and in accordance with industry standards.

d. The Engineer shall coordinate its work with the Owner's Project Manager, other designated Owner representatives, and its sub-consultants.

e. All engineering designs shall be in accordance with generally accepted professional engineering practice and shall be in accordance with the City of Albuquerque Development Process Manual, as amended, except as otherwise agreed to by the parties to this Agreement.

f. The City of Albuquerque Standard Specifications for Public Works Construction, as amended, shall be utilized wherever applicable.

i. Possible third-party services consisting of geotechnical investigations and testing, architectural services, expert witness litigation support, or other services may be required, if requested by the Owner.

ii. City of Albuquerque General Terms and Conditions for Construction included in the City of Albuquerque Standard Specifications do not apply.

B. Performance:

a. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will be available to enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule agreed to by the Engineer and Owner for each work assignment.

b. Written Authorization: The Owner shall not pay the Engineer for any services rendered before written authorization by the Owner's Project Manager, as defined in this Agreement, or the Owner's Chief Operating Officer is received by the

Project Engineer, and the Owner shall not be liable to the Engineer for payment for such services.

c. If any delay is caused to the Engineer by order of the Owner's Project Manager to change the scope of work, or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described, or by other delays due to causes beyond the control of the Engineer, then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer.

d. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

C. Work Order Instructions:

a. Overview: The Water Authority may issue individual Work Orders under the Agreement resulting from this RFP, for Services of the type described in Appendix A to this RFP. Services for a Work Order may be connected with construction work in any location or locations within Bernalillo County, dependent upon the needs of the Water Authority. Work Orders will be made up of any combination of Services required and may be issued at any time during the term of the Agreement. The Water Authority does not guarantee that any Work Orders or any dollar value of Work Orders will be awarded under this RFP to those Offerors awarded contracts.

b. Evaluation:

i. *Evaluation Criteria.* In selecting a Consultant for a Work Order Project, the following criteria may apply: current organization chart of the personnel assigned to the Work Order that may be issued by the Water Authority, approach to complete the Services associated with the Work Order, experience of the Consultant and its superintendent/project manager and project team, experience of proposed subcontractor(s), the nature and urgency of the Services, locality of the project team, coordination with the Water Authority's needs, coordination with other Services currently being provided, performance on previously issued Work Orders under this RFP and/or other Water Authority projects, scheduling and available staffing, cost, and other similar criteria.

ii. *Evaluation Process.* The Water Authority will determine the appropriate evaluation criteria and review and score the qualifications submitted by the on-call Consultants on the basis of those criteria. Task orders providing additional information about the on-call Consultants' approach to the

Services, proposed pricing, or other relevant information may be requested prior to or during the evaluation and interviews may be conducted if determined necessary. Unless special project requirements or emergency or critical circumstances dictate that Owner evaluate fewer on-call Consultants, the Water Authority will solicit qualification statements from no less than three of the on-call Consultants eligible for the type of Services required by the Work Order.

iii. *Review and Approval.* The Water Authority will document the evaluation which shall be reviewed by various staff members and signed by the Chief Engineer. The evaluation and any additional justification for the award of the Work Order shall be included in the procurement file. The final choice of an on-call Consultant for a Work Order Project or Services will be at the discretion of the Water Authority.

c. Negotiation: Following the selection process, the Water Authority shall negotiate with the selected firm to establish the Work Order Contract Price, a time and schedule for completion of the Work Order Services, and additional terms as needed. Negotiations may be based upon man-hour estimates submitted as part of a cost proposal submitted by the top ranked on-call Consultants.

Should the Water Authority and an on-call Contractor be unable to establish mutually acceptable pricing, or other significant terms and conditions for a proposed Work Order, the Water Authority may select another on-call Contractor eligible to provide the type of Services required or may elect to terminate the authorization process for the applicable Work Order. In the latter event, the Water Authority may proceed to obtain the Services by solicitation or other means available under the Procurement Ordinance, without further obligation.

d. Execution and Delivery/Authorization Required.

i. *Work Order Authorization.* Following successful negotiations, a Work Order Authorization, in the form provided by the Water Authority, will be prepared and signed by the Project Manager and additional Water Authority personnel, as required. The signed Work Order Form will be provided to Consultant for signature and return to the Water Authority with all documents required, including but not limited to, a list of all personnel assigned to the Project. Failure of Consultant to deliver the required documents within a reasonable time after receipt shall entitle the Water Authority to rescind the Work Order Authorization.

ii. Notice to Proceed. After final approval by the Water Authority, a purchase order will be issued for the Project and the purchase order and Work Order Authorization Form will be returned to the Consultant, in hard copy or electronically, as a Notice to Proceed with the Work Order Services. The Consultant must not proceed with the Services until receipt of proper authorization, i.e. a validly signed Work Order Authorization Form and

purchase order. No payment will be made to the Consultant for Services performed without this authorization.

e. Emergency or Critical Services: The Central Purchasing Office or Executive Director may make an emergency procurement of professional services under this RFP upon determining that there are urgent and compelling reasons, in accordance with the emergency procurement requirements of the Procurement Ordinance. In such event, an on-call Consultant may be selected for the emergency or critical services without use of the evaluation and selection process previously identified.

   All verbal authorizations for the emergency services shall be followed up with proper written documentation including a completed Work Order Authorization Form, and all other necessary forms, as soon as possible after start of any emergency Services.

f. Progress Reports: Each Consultant selected for a Work Order shall submit a progress report once each calendar month, on or before the fifteenth day of the month for the preceding month, showing the status of all outstanding Work Orders awarded to the Consultant that pertain to the Agreement resulting from this RFP. These reports shall include the following items.

   1. Work Order Number
   2. Short Title
   3. Date Work Order Issued to Consultant
   4. Scheduled Start Date for Work Order Services
   5. Scheduled Completion Date
   6. Percent (%) Completed
   7. Actual Date of Completion
   8. Explanation re additional time required, if applicable.

ALBUQUERQUE-BERNALILLO COUNTY WATER UTILITY AUTHORITY
CONTRACT CONTROL FORM

CCN: 2020-0029.1 Purchase Order No.: MC000008 GL/JL: 28000/165100

Purchasing Contact: Rachel Lopez 289-3271

User Contact: David Laughlin 289-3035

Type of Agreement: A/E

Description: 1st Supplement to Add Money to On Call Professional Engineering and Related Services Agreement 02313.00
Vendor: Hazen & Sawyer
Vendor No.: 142776
Vendor Contact: Greg Gates ggates@hazenandsawyer.com

Contract Term: 12/11/19 To: 12/10/22

Amount Added with this supplement: $ 500,000.00
Contract Total: $ 1,000,000.00 plus NMGRT

APPROVALS REQUIRED:	Approved by (initial)	Approval Date
Purchasing Administrator:	CK	2/19/2020
Purchasing Officer:	JD	2/19/2020
Attorney:		2/20/20
CFO:		
COO:		2/21/20
Vendor:		
Executive Director:		2/21/20
Other:		

Board Approval Required? ☐ Yes ☒ No

Bill No. C-19-36 Date: 12/4/19 Approved: $500,000 (taxes included/taxes excluded)

1. What item is being requested for review? (CIRCLE ONE) ***Executive Director has ability to execute amendments***

NEW CONTRACT / ADDITIONAL SERVICES / CHANGE ORDER / DEVELOPER AGREEMENT

PURCHASE ORDER or ADJUSTMENT / SUPPLEMENT / GRANT (please specify)

2. What will this item do? 1st Supplement Add Money to On-Call Professional Engineering and Related Services Agreement

3. Why is it needed? Provide On-Call Professional Engineering services needed for On-Call Construction Projects.

4. How much will it cost and what is the funding source. Increase compensation to $1,000,000.

5. Does this action require/authorize any movement of funds within the CIP administratively or commits to a clean-up in the future? No. It's in the Decade Plan

6. What will happen if this/these item(s) is/are not approved? Future projects will not be completed.

FIRST SUPPLMENTAL AGREEMENT
BETWEEN THE
ALBUQUEQRUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
AND
HAZEN AND SAWYER D.P.C.
ON CALL PROFESSIONAL ENGINEERING SERVICES P2020000003

Project No. 02313.00

THIS FIRST SUPPLEMENTAL AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, hereinafter referred to as "Owner" or the "Water Authority", and Hazen and Sawyer DPC, hereinafter referred to as the "Consultant," a New York corporation, whose address is 100 Sun Ave., N.E., Ste. 206, Albuquerque, NM 87109.

In consideration of the mutual obligations stated herein, the parties hereto agree as follows:

1. Section 3.1. Total Compensation, is hereby amended to read as follows:

3.1. *Total Compensation.* For performing the Services specified in Section 1 hereof, Owner agrees to pay Consultant up to the amount of **One Million Dollars ($1,000,000.00)**, plus any applicable gross receipts taxes (the "Total Compensation"). The actual compensation payable shall be the summation of the Total Contract Price of all individual Work Orders awarded under this Agreement. Owner is not obligated to pay any amount to Consultant under this Agreement except pursuant to a Work Order for Services signed by the parties.

2. Except as herein expressly amended, the terms and conditions of the Original Agreement, including any prior supplements, shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement, including any prior supplements, and this First Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.

3. This First Supplemental Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

IN WITNESS WHEREOF, the "Owner" and "Consultant" have executed this First Supplemental Agreement as of the date of the last signature entered below.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

Approved By:

Mark S. Sanchez, Executive Director

Date: 2/21/20

Recommended By:

John M. Stomp III, P.E.
Chief Operating Officer

Date: 2/21/20

Reviewed by:

Peter Auh, General Counsel

Date: 2/20/20

HAZEN AND SAWYER, D.P.C.

By: Gregory B. Gates

Title: Vice President

Date: 2/24/2020

New Mexico Architect/Engineer Certificate No:

14234

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

Business Location: 498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

CRS Number: 03-405247-00-0

Owner: HAZEN AND SAWYER DPC

License Number: 224218

License Type: Business License - Renewable

Issued Date: February 18, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: February 18, 2022

Fees Paid: $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

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

HAZE&SA-01 ABAREFOOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2021

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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company A+ (XV)	19682
INSURER B : Twin City Fire Insurance Company A+ (XV)	29459
INSURER C : Continental Casualty Company (CNA) A, XV	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	42UUNOL5499	3/29/2021	3/29/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO			42UENOL5501	3/29/2021	3/29/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	42WBOL6H6E	3/29/2021	3/29/2022	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
C	Professional Liab.			AEH008231489	3/29/2021	3/29/2022	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP '19/16/P – On-call Engineering Services for Water System Capital Improvements Program

The City of Santa Fe is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe
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

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

City of Santa Fe, New Mexico

memo

Date: March 31, 2021

To: Governing Body
Finance Committee
Insert Name of Other Committee Here

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

From: Bill Schneider, Water Resources and Conservation Manager WHS

RE: Amendment No. 2 to Professional Services Agreement (PSA) 19-0235 with HAZEN for $500,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects and Budget Adjustment Request (BAR) and Extension of Term (EOT)

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is requesting to amend the PSA 19-0235 with HAZEN to provide continuance of On Call Engineering services for active Task Orders (TOs) in support of Capital Improvements and Priority Projects that were only partly funded due to Covid-19 funding limitations.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with HAZEN for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0235. The WD has utilized this contract to provide engineering and technical services to quantify hydrologic accounting for water reuse alternatives, support public engagement activities, streamline integration of WD billing database and water use estimations for water and wastewater, support grant application to US Bureau of Reclamation on pilot study under WaterSmart, environmental permitting support on NEPA meetings with federal agencies, drainage analyses at hospital tank, hydraulic modeling support, federally mandated risk assessment and emergency response planning, water supply demand calculations, community engagement and public outreach, drainage and runoff engineering, integration of billing, SCADA and reporting, and water resources accounting, modeling, and permitting. This PSA will be utilized in FY20-21 to provide continued engineering support for capital improvement and priority projects that include continued support for water reuse planning and permitting, environmental permitting such as NEPA meetings, updates to City Water Utility websites, and real-time dashboarding for visualizing City water system information for public dissemination. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

PROCUREMENT METHOD:
RFP 19/16/P awarded 11/9/2018

CONTRACT NUMBER:

The Munis contract number is 3200564.

FUNDING SOURCE:
Funding will be available upon approval of attached BAR

The funding source is:
Fund Name/Number: Water Enterprise Fund 505
Munis Org Name/Number: Water CIP 5050395
Munis Object Name/Number: 572960
Project Ledger # WTR 1950501

ACTION REQUESTED

Staff requests approval of Amendment No. 2 to PSA #19-0235 with HAZEN for On Call Engineering Services for Capital Improvements and Priority Projects. Amendment No. 2 is both an increase in budget of $500,000 plus NMGRT and an extension of term through June 30, 2022, consistent with the terms of the contract.

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0235, #20-0383

AMENDMENT No.2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Hazen and Sawyer, (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 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 to include Exhibit “C” attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000.) excluding gross receipts tax , so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit “A”, such compensation not to exceed one million two hundred thousand dollars

($1,200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred one thousand two hundred fifty dollars ($101,250) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million three hundred and one thousand two hundred fifty dollars ($1,301,250). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2022, unless terminated pursuant to Paragraph 4, 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:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Hazen and Sawyer

Vice President

5/6/2021

NM Taxation & Revenue
CRS # 03-405247-00-0
City of Santa Fe Business
Registration # 224218

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 5, 2021 11:37 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572960 AJH
Business Unit/Line Item AJH

Hazen

Statement of Work: Support for Additional Funds for FY 2020-2021, under Hazen's Engineering On-Call Contract

This Budget Amendment Request (BAR) provides additional funding for existing scope for fiscal year 2020-2021 tasks under Hazen's engineering on-call contract (19-0235) with the City of Santa Fe.

Following is a summary of on-going tasks that Hazen will continue to perform, along with approximate budgets. To date, Hazen has met milestones associated with each task order. The proposed amendments below are not change orders and do not reflect cost overruns on any of the task orders. Rather, the task orders are planned next steps for each of the tasks.

- **Engineering support for reuse plan (Task Order 2), $70,000**. To date, Hazen has provided support in assessing long-term effects of reuse alternatives, supporting public outreach, assessing effects on the Lower Santa Fe River (LSFR), supporting discussions with OSE, supporting legal strategy, and developing a draft return flow application. Current funding under Task Order 2 is anticipated to be spent upon the key task milestone of submitting a return flow application to the Office of the State Engineer (OSE). Additional funding, estimated at $70,000 through the end of FY 2020-2021, will be needed thereafter to support legal strategy, expert witness support, additional evaluation of LSFR effects, and public outreach. It should be noted that the OSE process is uncertain, and highly dependent on issues raised by protestants. Therefore, it is anticipated that additional support will be required beyond this potential amendment.

- **NEPA support (Task Order 5), $20,000**. To date, Hazen has provided support by attending NEPA related meetings and providing insight from local and project experience. Continued support needs are anticipated through FY 2020-2021.

- **Website updates (Task Order 6), $75,000**. To date, Hazen has developed recommendations for website updates. This additional funding is required to implement the recommended updates.

- **Dashboards (Task Order 8), $45,000**. Hazen is currently funded to set up the "back-end" database to support development of dashboards. Dashboards will assist City staff in efficiently accessing and visualizing key system data.

Should the BAR be approved, individual task order amendments will be developed for Water Division authorization, and work will commence upon authorization. Schedules will be included in each amendment; it is anticipated that the majority of the work will be performed by the end of FY 2020-2021 (June 30, 2021).

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	5/4/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Water CIP Engineering	5050395	572960	WTR1950501	542,188	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 542,188	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for 2021 and 2022 Contract amendment with Hazen.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(542,188)
TOTAL:	**(542,188)**

Maya Martinez 5/4/2021
Prepared By {print name} Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

Andy Hopkins
Andy Hopkins (May 5, 2021 14:02 MDT)
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature {optional} Date

Shannon Jones (May 5, 2021 13:21 MDT)

Finance Director {≤ $5,000} Date

Department Director Signature Date

City Manager {≤ $60,000} Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200564**

Contractor: **Hazen Sawyer**

Description: **On Call Engineering**
PL# WTR 1950501

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **3/27/19** Term End Date: **06/30/21**

☑ Approved by Council Date: **3/27/19**

Contract / Lease: Conctract

Amendment # **2** to the Original Contract / Lease # **19-0235**

Increase/(Decrease) Amount $ **500,000 plus grt**

Extend Termination Date to: **6/30/22**

☑ Approved by Council Date: **Pending**

Amendment is for: term extension

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

Original Contract #19-0235 $450,000
Amendment #1 #20-0383 $250,000

3. **Procurement History:** **19/16/P 11/9/18**

Fran Dunaway (May 10, 2021 17:11 MDT) May 10, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 2 to extend and increase compensation FY 22

4. **Funding Source:** **Water Enterprise CIP** **Org / Object:** **5050395.572960**

Andy Hopkins Andy Hopkins (May 10, 2021 16:26 MDT) May 10, 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: Hazen and Sawyer Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

_____
Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)
_____
Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (May 10, 2020 17:11 MDT)
_____
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☒	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	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	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	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	
☒	☐	Original proposal (s) with no redactions

whschneider

Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)

Department Rep Signature attesting that all information included

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

Business Location: 498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

CRS Number: 03-405247-00-0

Owner: HAZEN AND SAWYER DPC

License Number: 224218

License Type: Business License - Renewable

Issued Date: February 18, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: February 18, 2022

Fees Paid: $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

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

HAZE&SA-01 ABAREFOOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2021

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER A : Hartford Fire Insurance Company A+ (XV)	19682
	INSURER B : Twin City Fire Insurance Company A+ (XV)	29459
	INSURER C : Continental Casualty Company (CNA) A, XV	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	42UUNOL5499	3/29/2021	3/29/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			42UENOL5501	3/29/2021	3/29/2022	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A	X	42WBOL6H6E	3/29/2021	3/29/2022	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
C	Professional Liab.			AEH008231489	3/29/2021	3/29/2022	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP '19/16/P – On-call Engineering Services for Water System Capital Improvements Program

The City of Santa Fe is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe
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

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

Signature: WHSchneider, P.G.
WHSchneider, P.G. (May 5, 2021 07:18 MDT)

Email: whschneider@santafenm.gov

ITEM # 19-0235

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 **Hazen and Sawyer,** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform On-Call Engineering Services for the City as follows and as described in Exhibit "A" attached hereto and incorporated herein:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed four hundred fifty thousand dollars ($450,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty seven thousand nine hundred sixty eight dollars and seventy five cents ($37,968.75) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred eighty seven thousand nine hundred sixty eight dollars and seventy five cents ($487,968.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the**

services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 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. Merger.

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

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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

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 which arise out of the performance of this Agreement, caused by the negligent 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:
Greg Gates, P.E.
Hazen Sawyer
100 Sun Ave NE, Suite 650
Albuquerque, NM 87109

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:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Hazen Sawyer

NAME AND TITLE
GREG GATES, VICE PRESIDENT

DATE: 4/10/19
CRS# 03-405247-00-0
Registration # 19-00155538

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

MDM 2/14
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit Line Item

EXHIBIT "A"

1) **Technical Water Resources Engineering and Feasibility Studies**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

b. Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

c. Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

d. Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

2) **Preliminary Engineering Services for Design and Construction**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

b. Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

c. Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

d. Develop a design and construction schedule.

3) **General Engineering**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

b. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

c. Address right of way and easement issues.

d. Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

e. Updates and revisions to the water distribution and storage master plan, as-needed.

f. Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability.

4) Water Resources Studies

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

a. Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

b. Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

c. Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

d. Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

e. Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

f. Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

5) Permit Related Activities, Compliance and Litigation Support

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

a. Surface and groundwater water right permitting and applications.

b. Inter-state compact compliance, permitting and accounting.

c. Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

d. Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

6) Water Utility Management

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

a. Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

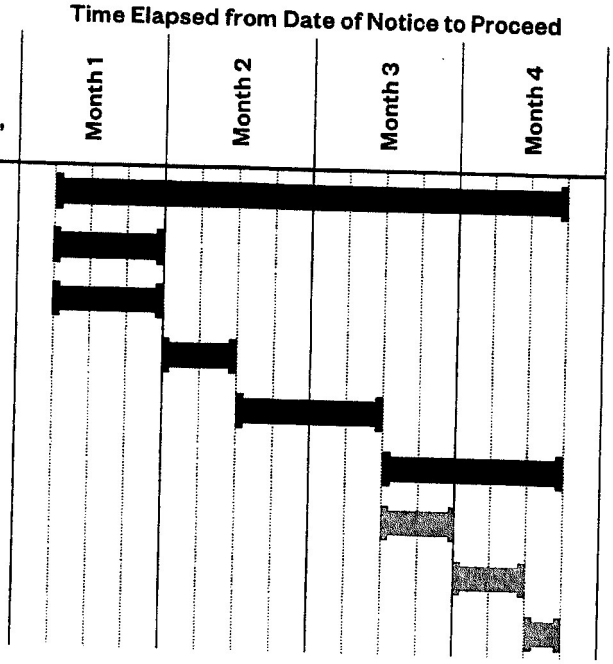
b. Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

c. Support City pursuit of federal and state grant funding applications.

d. Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

Project Schedule

Task	Task Description	Duration, weeks
1	Project Management	14
2	Define Goals	2
3	Review and Refine Alternatives	3
4	Develop Evaluation Criteria	2
5	Evaluate Alternatives	4
6	Prepare Action Plan	5
	Draft Plan	2
	City Review	2
	Final Plan	1



Budget

Staff	Brad Reisinger	Wyatt Dressler	Clayton Ten Eyck	Steve Morrow	Daniel Gonzales	John Quinn Pate	Bryant Quam	Labor (Hazen)	Labor (Molzen)	Labor (Molzen + 10%)	Expenses	Total
Hourly Rate	$170	$170	$215	$130	$190	$215	$195					
Task 1: Preliminary Design	32	24	76	0	14	0		$9,520	$18,914	$20,805	$853	$31,178
Task 2: 30% Conceptual Design	36	18	210	25	14	4		$9,180	$51,989	$57,188	$1,835	$68,203
Task 3: 60% Preliminary Design	36	20	203	31	46	25		$9,520	$61,845	$68,030	$2,141	$79,690
Task 4: 90% Pre-Final Design	36	16	81	59	91	8		$8,840	$44,198	$48,618	$1,591	$59,049
Task 5: 100 % Final Design	18	8	10	3	4	1		$4,420	$3,570	$3,927	$240	$8,587
Task 6: Bid Phase	12	8	10	1	1	1		$3,400	$2,856	$3,142	$188	$6,729
Task 7: Construction Administration	50	20	266	25	108	14	511	$11,900	$183,603	$201,963	$5,865	$219,728
Total	**220**	**114**	**855**	**144**	**279**	**55**	**511**	**$56,780**	**$366,975**	**$403,673**	**$12,713**	**$473,165**

012-043

Section J

Statement of Wages and Direct Costs

Compensation will be on a time and expense basis or lump sum as negotiated by task, with labor billed based on the hourly rate sheet presented below (exclusive of New Mexico Gross Receipts Tax [NMGRT]). Rates presented will be escalated annually on the contract date by 3 percent.

Category	Hourly Rate (Exclusive of NMGRT)
Vice President, Project Director	$310
Senior Associate	$250
Associate	$200
Senior Principal Engineer	$170
Principal Engineer	$150
Assistant Engineer	$120
Technician	$100

Subconsultant expenses will be billed at actual cost, plus 10 percent.

Expenses will be invoiced at actual cost or standard rates (e.g. standard mileage rate). Expenses will include travel or other similar costs incurred in performance of the work.

1012-043

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0235

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Hazen and Sawyer (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 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 to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A", such compensation not to exceed seven hundred thousand dollars ($700,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty nine thousand sixty two dollars and fifty cents ($59,062.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed seven hundred fifty nine thousand sixty two dollars and fifty cents ($759,062.5). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, 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. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

Date: Aug 17, 2020

CONTRACTOR:
Hazen and Sawyer

_____
NAME Gregory R. Gomes
Vice President
TITLE

Date: 8/5/20

NM Taxation & Revenue
CRS # 03-405247-00-0
City of Santa Fe Business
Registration # 224218

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK
CC Mtg 07/29/2020

GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 27, 2020 16:13 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

EXHIBIT ''B''

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,
II. Preliminary engineering services for design and construction,
III. General engineering services for:
    i. Capital Improvements,
    ii. Repair and rehabilitation related assessments,
    iii. Upgrades and improvements,
    iv. Design support, preparation of design specifications, and procurement support for CIP
IV. Water resources studies for:
    i. Supply and demand management
    ii. Well field sustainability analyses
    iii. Water budget and geohydrologic modeling analyses
    iv. Permitting
V. Permit related activities, compliance and litigation support,
VI. Water utility management support for:
    i. Asset management
    ii. Water loss audit
    iii. Federal and State funding applications

➢ Technical Water Resources Engineering and Feasibility Studies

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

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➢ Preliminary Engineering Services for Design and Construction

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

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

➢ General Engineering

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

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
- Address right of way and easement issues.
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.
- Updates and revisions to the water distribution and storage master plan, as- needed.
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

➢ Water Resources Studies

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

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➢ Permit Related Activities, Compliance and Litigation Support

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

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➢ Water Utility Management

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

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0235 with HAZEN for $250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is requesting to amend the PSA 19-0235 with HAZEN to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with HAZEN for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0235. The WD has utilized this contract to provide engineering and technical services to quantify hydrologic accounting for water reuse alternatives, support public engagement activities, streamline integration of WD billing database and water use estimations for water and wastewater, environmental permitting support on NEPA meetings with federal agencies, drainage analyses at hospital tank, and hydraulic modeling support.

This PSA will be utilized in FY20-21 to provide continued engineering support for capital improvement and priority projects that include federally mandated risk assessment and emergency response planning, water supply demand calculations, community engagement and public outreach, drainage and runoff engineering, integration of billing, SCADA and reporting, water resources accounting and modeling, permitting. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

The WD is working on a memorandum of understanding (MOU) with the US Bureau of Reclamation (MOU) to define the scope and terms of a grant awarded to the City to complete water resources planning and water management model development under climate change impacts. The WD will bring the MOU to the governing body for approval this summer and request for an Amendment to this PSA to complete the modeling portion of the grant as required for the City's 50-50 cost share with USBR. The resource and cost share obligations are being developed as part of the MOU.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0235 with HAZEN for On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of $250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Hazen Sawyer

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $450,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date: pending

☐ or by City Manager Date: _____

Contract is for: Original On Call Contract

Amendment # 1 to the Original Contract# 19-0235

Increase/(Decrease) Amount $ $250,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council pending

☐ or by City Manager Date: _____

Amendment is for: Increase comp and term for FY 20/21

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 450,000.00 of original Contract# 19-0235 Termination Date: 6/30/2020

Reason: Original Contract

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021

Reason: increase comp and term for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____

Reasc _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $700,000.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050395.572960

Alexis Lotero
Alexis Lotero (Jun 25, 2020 14:50 MDT)
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Hazen and Sawyer Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

_____
Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)
_____
Department Rep Signature attesting that all information included

Fran Dunaway Jun 26, 2020 15:36 MDT)
_____
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☒	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	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	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	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	
☒	☐	Original proposal (s) with no redactions

whschneider

Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)

Department Rep Signature attesting that all information included

*

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	public utilities	Department Name:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$250,000	Munis Fund Number:	505
Vendor Name:	HAZEN	Munis Org Number:	5050395
Approved by Director?	Yes Shannon Jones (May 28, 2020 11:56 MDT)	Munis Object Code:	572960

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

The City's WD entered into a PSA with Hazen for engineering services via competively bid request for proposal (RFP) for hydro services (RFP '19/16/P) that was awarded as PSA #19-0235. The services are recurring and required to ensure the WD will continue to have safe, sufficient and sustainable water supply.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

The City has utilized this contract to develop improvements in water supply and planning, water resources management, hydraulic modeling and drainage engineering, public outreach and other water engineering obligations required under Chapter 25. In addition, this contract is utilized to meet local, state, and federal permitting requirements for existing and future water rights and water supply management.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

The City staff does maintain baseline engineering, water resources and permitting expertise but numerous activities and requirements completed under this contract utilize specialized engineering and permitting capabilities and technical expertise necessary to ensure the WD is compliant with numerous technical and permitting obligations to provide safe and sustainable drinking water supply.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water supply. The water treatment, water system deliveries, water rights permitting and technical considerations for satisfying permit conditions and improvement obligations. The WD staff does not have the specialized engineering and technical resources to provide this expertise without supplemental support achieved under this contract.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

While the Water Division is seeking and utilizes several outside funding sourcesThe WD is seeking funding from Federal Agencies and the services performed under this contract can be used as a required match of funding.

Jun 26, 2020 15:36 MDT	Alexis Lotero (Jun 26, 2020 14:50 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

Business Location: SF COUNTY
NM

CRS Number: 03405247000

Owner:

License Number: 224218

License Type: Business License - Renewable

Issued Date: January 22, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 31, 2020

Fees Paid: $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

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

HAZE&SA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2020

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	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company A+ (XV)	19682
INSURED	INSURER B : Hartford Casualty Insurance Company A+ (XV)	29424
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER C : Twin City Fire Insurance Company A+ (XV)	29459
	INSURER D : Continental Casualty Company (CNA) A, XV	20443
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X	X	42UUNBH8062	3/29/2020	3/29/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			42UENBH7997	3/29/2020	3/29/2021	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A	X	42WBAD0SYE	3/29/2020	3/29/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			AEH008231489	3/29/2020	3/29/2021	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP '19/16/P – On-call Engineering Services for Water System Capital Improvements Program

The City of Santa Fe is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe
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

Dan Kruse

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

Signature: 

Email: jdroach@santafenm.gov

Signature:

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

ITEM # 19-0235

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 **Hazen and Sawyer,** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform On-Call Engineering Services for the City as follows and as described in Exhibit "A" attached hereto and incorporated herein:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed four hundred fifty thousand dollars ($450,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty seven thousand nine hundred sixty eight dollars and seventy five cents ($37,968.75) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred eighty seven thousand nine hundred sixty eight dollars and seventy five cents ($487,968.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the**

services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 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. **Merger.**

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

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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

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 which arise out of the performance of this Agreement, caused by the negligent 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:
Greg Gates, P.E.
Hazen Sawyer
100 Sun Ave NE, Suite 650
Albuquerque, NM 87109

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:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Hazen Sawyer

NAME AND TITLE
GREG GATES, VICE PRESIDENT

DATE: 4/10/19
CRS# 03-405267-00-0
Registration # 19-00155538

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

2/14
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit Line Item

EXHIBIT "A"

1) **Technical Water Resources Engineering and Feasibility Studies**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

b. Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

c. Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

d. Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

2) **Preliminary Engineering Services for Design and Construction**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

b. Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

c. Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

d. Develop a design and construction schedule.

3) **General Engineering**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

b. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

c. Address right of way and easement issues.

d. Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

e. Updates and revisions to the water distribution and storage master plan, as-needed.

f. Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability.

4) Water Resources Studies

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

a. Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

b. Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

c. Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

d. Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

e. Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

f. Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

5) **Permit Related Activities, Compliance and Litigation Support**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Surface and groundwater water right permitting and applications.

b. Inter-state compact compliance, permitting and accounting.

c. Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

d. Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

6) **Water Utility Management**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

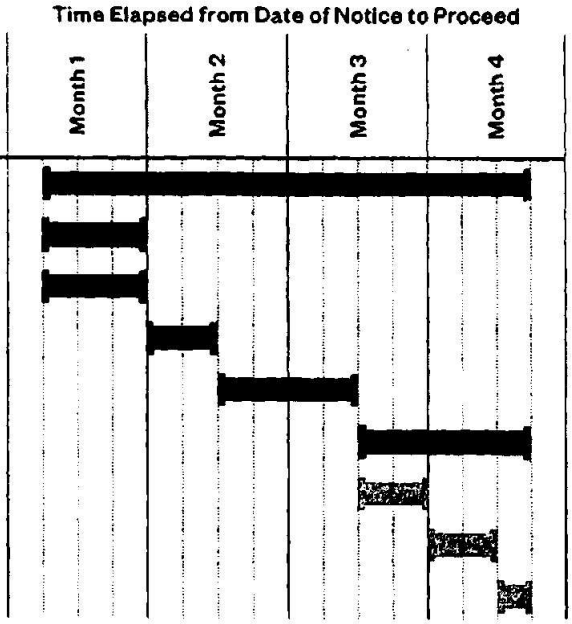
b. Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

c. Support City pursuit of federal and state grant funding applications.

d. Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

Project Schedule

Task	Task Description	Duration, weeks
1	Project Management	14
2	Define Goals	2
3	Review and Refine Alternatives	3
4	Develop Evaluation Criteria	2
5	Evaluate Alternatives	4
6	Prepare Action Plan	6
	Draft Plan	2
	City Review	2
	Final Plan	1



Budget

Staff	Brad Reisinger	Wyatt Dreseler	Clayton Ten Eyck	Steve Morrow	Daniel Gonzales	John Quinn Pate	Bryant Guam	Labor	Labor	Labor	Expenses	Total
Hourly Rate	$170	$170	$215	$130	$190	$215	$195	(Hazen)	(Molzen)	(Molzen + 10%)		
Task 1: Preliminary Design	32	24	76	0	14	0		$9,520	$18,914	$20,805	$863	$31,178
Task 2: 30% Conceptual Design	36	18	210	25	14	4		$9,180	$51,989	$57,188	$1,835	$68,203
Task 3: 60% Preliminary Design	36	20	203	31	46	25		$9,520	$51,845	$58,030	$2,141	$79,690
Task 4: 90% Pre-Final Design	36	16	81	59	91	8		$8,840	$44,198	$48,618	$1,691	$59,049
Task 5: 100 % Final Design	18	8	10	3	4	1		$4,420	$3,670	$3,927	$240	$8,587
Task 6: Bid Phase	12	8	10	1	1	1		$3,400	$2,856	$3,142	$188	$6,729
Task 7: Construction Administration	60	20	266	26	108	14	511	$11,900	$183,603	$201,963	$5,865	$219,728
Total	**220**	**114**	**856**	**144**	**279**	**55**	**511**	**$56,780**	**$366,976**	**$403,673**	**$12,713**	**$473,166**

Section J

Statement of Wages and Direct Costs

Compensation will be on a time and expense basis or lump sum as negotiated by task, with labor billed based on the hourly rate sheet presented below (exclusive of New Mexico Gross Receipts Tax [NMGRT]). Rates presented will be escalated annually on the contract date by 3 percent.

Category	Hourly Rate (Exclusive of NMGRT)
Vice President, Project Director	$310
Senior Associate	$260
Associate	$200
Senior Principal Engineer	$170
Principal Engineer	$160
Assistant Engineer	$120
Technician	$100

Subconsultant expenses will be billed at actual cost, plus 10 percent.

Expenses will be invoiced at actual cost or standard rates (e.g. standard mileage rate). Expenses will include travel or other similar costs incurred in performance of the work.

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:20 MDT)

Email: gfcardenas@santafenm.gov

GB PUD 20-0383 Hazen and Sawyer A1 to 19-0235 - not executed

Final Audit Report 2020-08-17

Created:	2020-08-14
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0NToOip6IqOjMtUdRGqHKkUrzFWuKI6K

"GB PUD 20-0383 Hazen and Sawyer A1 to 19-0235 - not executed" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-14 - 5:47:40 PM GMT- IP address: 63.232.20.2

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-14 - 5:53:15 PM GMT

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2020-08-16 - 11:52:40 PM GMT

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2020-08-17 - 2:19:58 PM GMT- IP address: 104.47.64.254

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Signature Date: 2020-08-17 - 2:20:49 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-08-17 - 2:20:51 PM GMT

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2020-08-17 - 2:21:02 PM GMT- IP address: 63.232.20.2

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2020-08-17 - 2:21:33 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-08-17 - 2:21:35 PM GMT

Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)

2020-08-17 - 4:15:48 PM GMT- IP address: 104.47.64.254

Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-08-17 - 4:16:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov), jldiaz@santafenm.gov, Yolanda Vigil (yyvigil@santafenm.gov), Alan Webber (amwebber@santafenm.gov), and 3 more

2020-08-17 - 4:16:00 PM GMT

City of Santa Fe, New Mexico

memo

Date: February 11, 2021

To: PW-PUC/Finance/City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Jonathan Montoya, Source of Supply Operations Manager JM
Re: Approval of amendment to Alpha SW contract Munis#19-0115

ITEM
Source of Supply staff is requesting funding approval for Contract #19-0115 Alpha Southwest Emergency Repair in FY22. This will be year 4 of a 4 year agreement. Amount requested $189,328.13.

JUSTIFICATION
Alpha Southwest currently holds a 4 year emergency water equipment repair contract with Source of Supply in the amount of $189,328.13 per year. Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, and city water facilities (Wells, booster pumps, water storage tanks, etc.). Majority of the repairs completed under this contract are critical to the operation of the water production and conveyance systems. Services obtained by this contractor are typically highly specialized for example: machine shop services, crane services, deep well repair/rehabilitation, and underwater marine diving.

RECOMMENDED ACTION

- Please approve amendment to Munis Contract# 19-0115 for FY22 to fund year 4 of this agreement in the amount of $189,328.13.

CITY OF SANTA FE
AMENDMENT No. 5 TO
SERVICES AGREEMENT
ITEM#19-0115; # 19-0395; #20-0212;
#20-0373; #20-0462

AMENDMENT No. 5 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents ($211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one million one hundred twenty one thousand four hundred forty three dollars and two cents ($1,121,443.02) including New Mexico gross receipts tax.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the

following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2022 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.

3. 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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 25, 2021 09:14 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150
Business Unit/Line Item

AJH
AJH

CONTRACTOR:
Alpha Southwest Inc.

MEghan L Sanchez
MEghan L Sanchez (Mar 31, 2021 09:31 MDT)

_____
NAME
Operations Manager

_____
TITLE
Date: 3/31/2021

CRS # 002328120110926
City of Santa Fe Business Registration #

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200350**

Contractor: **Alpha Southwest**

Description: **WWMD & Water Division On Call Emergency Repair**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **2/27/19** Term End Date: **3/30/19**

[☑] Approved by Council Date: **2/27/19**

Contract / Lease: Conctract

Amendment # **5** to the Original Contract / Lease # **19-0115**

Increase/(Decrease) Amount $ **211,015.63**

Extend Termination Date to: **6/30/22**

[☑] Approved by Council Date: **Pending**

Amendment is for: FY 22 comp increase and term extension

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

Original Contract #19-0115 $189,765.63 CC approved 2/27/19
#1 #19-0395 $189,765.63 CC approved
#2 #20-0212 $21,687.5 CC approved
#3 #20-0373 $211,015.63 CC approved
#4 #20-0462 $298,193.00 CC approved

3. **Procurement History: 19/07/B 12/17/18**

Fran Duraway (May 7, 2021 15:00 MDT) May 7, 2021

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source: WWMD CIP & Water Enterprise Fund** **Org / Object: 5000367.520150; 505038**

Andy Hopkins (May 7, 2021 12:40 MDT) May 7, 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: Alpha Southwest

Procurement Title: Emergency Repair and Maintenance of Water/Source of Supply Equipment

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 PUD/Water/SOS/ WWMD Staff Name Jonathan Montoya / John Del Mar

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: 4year contract

Jonathan Montoya
Jonathan Montoya (Apr 5, 2021 15:02 MDT)

Jonathan Montoya, SOS Manager

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

Fran Dunaway
Fran Dunaway (May 7, 2021 15:00 MDT)

Chief Procurement Officer May 7, 2021

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

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

*

ALPHSOU-01 THUELSKAMP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2021

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

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

PRODUCER	CONTACT NAME: Tonya Huelskamp	
Cress Insurance Consultants, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	PHONE (A/C, No, Ext): (505) 822-8114	FAX (A/C, No): (505) 822-0341
	E-MAIL ADDRESS: thuelskamp@cressinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Co	20508
INSURED	INSURER B : Continental Casualty Company	20443
Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5093812966	10/1/2020	10/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Prof E&O with Pollution						Occ/Agg	$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BUA 6081446186	10/1/2020	10/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			CUE 5093778091	10/1/2020	10/1/2021	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		WC 5 93848947	10/1/2020	10/1/2021	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
B	Equipment Floater			6081487496	10/1/2020	10/1/2021	Lease/Ren	400,000
B	Equipment Floater			6081487496	10/1/2020	10/1/2021	Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional E&O with Pollution, $3,000,000 Per Occurrence and Aggregate Limit, Policy No. CEO6018485129 with National Fire Insurance of Hartford, Policy Term is 6.2.2020-6.2.2021

CERTIFICATE HOLDER

City of Santa Fe
Maya Martinez
801 W San Mateo Road
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ALPHA SOUTHWEST, INC
DBA: ALPHA SOUTHWEST, INC

Business Location: 205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

Owner: ALPHA SOUTHWEST, INC

License Number: 225207

Issued Date: April 08, 2021

Expiration Date: April 08, 2022

CRS Number: 01-711081-005

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

ALPHA SOUTHWEST, INC
205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

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

ITEM # 19.0115

City of Santa Fe Contract
On Call Emergency Repair Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Alpha Southwest, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1.

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

F. "You" and "your" refers to **Alpha Southwest, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limitcd to: Professional Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs
(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

B. Cost is at the fixed unit prices set forth in Exhibit "A" – Fixed Unit Price Schedule.

C. The Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the Work set forth in the applicable work order (WO), and in Exhibits A- Fixed Unit Price Bid Schedule – Bid Form attached hereto.

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following City authorized representatives (hereafter "Authorizing Representative"): for all WOs, the City Water Division Director, or his/her designee. A WO signed by other than City Authorizing Representative shall not be honored. Each WO shall set forth (I) the Supervising Engineer and the Work Order, which shall set forth the Work to be Performed by the Contractor, (ii) the period of performance, (iii) the fixed unit prices per Exhibit I, as applicable, (iv) the ceiling price, and (v) other data as necessary. The Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the City, for the performance of the Work authorized therein. Verbal authorizations may be given by the City in emergency situations, but shall be confirmed in writing by the City within five (5) days of the verbal authorization to Contractor.

E. The City may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the City decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

3. **Compensation**

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here in Exhibit "A" attached hereto and incorporated herein.

B. The total compensation under this Agreement shall not exceed one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63) including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is

requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor

acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of compctent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the

scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or

related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material reprcsentation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such timc as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave thc jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed

to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/5/19

CONTRACTOR:
Alpha Southwest Inc.

Warren Ellis - Operations Manager
NAME AND TITLE

DATE: 3/8/19
CRS# 002328120110926

Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52361.520150
Business Unit Line Item

	BID ITEM	DESCRIPTION	UNIT		UNIT PRICE
TS-1	**Shop Drawings, Reports, O&M Manuals, Calculation, Permits, Scheduling and CMMS Database Related Tasks**				
	100	Production of Required reports, Calcuations and Drawings, etc.	HR	$	50.00
TS-2	**Work Site Protection, Cleanup and Disinfection**				
	200	Sanitary Protection and Disinfection of the System and Aquifer	HR	$	63.50
	300	Work Site Cleanup	HR	$	63.50
TS-3	**Pull and Install Well Pump Equipment**				
	400	Typicalwell is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods	LF	$	7.00
TS-4	**Lower Well Pump**				
	500	Lower Pump Per TS-4	LF	$	15.00
TS-5	**Well Abandonment and Rehabilitation**				
	600	Job-hour rate bid as specified in TS-5	HR	$	210.00
TS-6	**Well Inspection Video Surveys and Logs**				
	700	Production of one (1) Well Inspection Video Survey Log per TS-6	LS each	$	1,100.00
TS-7	**Repair/Replacement of Well, Booster Station and Reservior Equipment**				
	800	Repair/Replace Modify per TS-7	HR	$	63.50
TS-8	**Fabrication and Machine Shop Work**				
	900	Fabrication and Machine Shop Work per TS - 8	HR	$	63.50
TS-9	**Contractor Owned Equipment**				
	1000	Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS – 9	%		100.00%
TS-10	**Inspection of Work**				
	1100	All Equipment & Labor as Applied to Inspection as Covered in TS – 10.	HR	$	63.50
TS-11	**Repair Parts, Materials and Replacement Equipment**				
	1200	Percent Over Invoice for Repair Parts per TS – 11.	%		132.00%
TS-12	**Well Test Pumping**				
	1300	Operation of Contractor Provided Test Pumping Equipment per TS - 12	HR	$	125.00
TS-13	**Job Site Security**				
	1400	Complete Security Package	HR	$	20.00
TS-14	**Rental Equipment**				
	1500	Rental Mark-up Over Invoice	%		110.00%
	1600	"Bobcat" with Auger Attachment	$/Day	$	250.00
TS-15	**Subcontract Work**				
	1700	Subcontractor Mark-up Over Invoice	%		110.00%
TS-16	**On-Call Labor**				
	1800	Electrician	HR	$	75.00
	1900	Electrical Journeyman	HR	$	75.00
	2000	Field Laborer	HR	$	63.50
	2100	Field Labor Supervisor	HR	$	63.50
	2200	Site Preparation	HR	$	63.50
	2300	Diver(s)	HR	$	150.00
TS-17	**Per Diem**				
	2400	Travel time cost	HR	$	63.50
	2500	Daily Per Diem Cost (no overnight)	Days	$	-
	2600	Daily Per Diem Cost Overnight	Days	$	125.00

Exhibit "A"

ITEM # 19-0395

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

The total compensation under this Agreement shall not exceed three hundred seventy nine thousand five hundred thirty one and twenty six cents ($379,531.26) including New Mexico gross receipts tax.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to

June 30, 2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. 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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/31/19

CONTRACTOR:
Alpha Southwest Inc

Operations Manager
NAME & TITLE

Date: 4/24/19

CRS # 002328120110926
City of Santa Fe Business
Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

4/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52201
~~52452~~.520150
Business Unit/Line Item

ITEM # 20-0212

CITY OF SANTA FE
AMENDMENT No. 2
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 2 (the "Amendment") to the AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 2, paragraph A of the Agreement is amended to remove the term "Professional Services" from the paragraph, so that Article 2 paragraph A reads as follows:

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. 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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

See Attached
NAME

TITLE

Date:

CRS # 002328120110926
City of Santa Fe Business
Registration #

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. 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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

NAME

VICE PRESIDENT
TITLE

Date: 13 MAY 2020

CRS # 002328120110926
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 4/29/20

CITY ATTORNEY'S OFFICE:

3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents ($211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed six hundred twelve thousand two hundred thirty four dollars and thirty nine cents ($612,234.39) including New Mexico gross receipts tax.

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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Alpha Southwest Inc

NAME

Vice President
TITLE

Date: 5 Aug 2020

CRS # 002328120110926
City of Santa Fe Business Registration # 225267

ATTEST:
Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC Mtg 07/29/2020 GC

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 30, 2020)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:
Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150
Business Unit/Line Item

City of Santa Fe, New Mexico

memo

Munis # 3200350

mm

Date: April 24, 2020

To: PUC/Finance/City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR
Michael Dozier, Wastewater Division Director MD

From: Jonathan Montoya, Source of Supply Operations Manager JM
Efren Morales, Wastewater Plant Superintendent EM

Re: Approval of amendment to Alpha SW contract Munis#19-0115

ITEM

Source of Supply staff and the WWMD staff are requesting funding approval for Contract #19-0115 Alpha Southwest Emergency Repair in FY 20/21. This will be year 3 of a 4 year agreement. Amount requested $211,015.63.

JUSTIFICATION

Alpha Southwest currently holds a 4 year emergency water/wastewater equipment repair contract with Source of Supply in the amount of $211,015.63 per year. Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, city water facilities (Wells, booster pumps, water storage tanks, etc.) and the Wastewater Treatment Facility. Majority of the repairs completed under this contract are critical to the operation of the water production, conveyance systems and the wastewater treatment system. Services obtained by this contractor are typically highly specialized for example: machine shop services, crane services, deep well repair/rehabilitation, and underwater marine diving.

RECOMMENDED ACTION

- Please approve amendment to Munis Contract# 19-0115 for FY20/21 to fund year 3 of this agreement in the amount of $211,015.63.

Signature: [signature]

Email: emmorales@santafenm.gov

Signature: [signature]

Email: mldozier@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

Signature: Jonathan Montoya

Email: jmmontoya@santafenm.gov

Signature: [signature]

Email: jdroach@santafenm.gov

CITY OF SANTA FE
AMENDMENT No. 4 TO
SERVICES AGREEMENT
ITEM#19-0115

ITEM# 20-0462

Munis # 3200350

AMENDMENT No. 4 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred ninety eight thousand one hundred ninety three dollars ($298,193), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed nine hundred ten thousand four hundred twenty seven dollars and thirty nine cents ($910,427.39) including New Mexico gross receipts tax.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 through June 30, 2021. The term of this agreement shall not exceed four (4) years in accordance with the terms of this agreement, unless sooner pursuant to Article 6 below.

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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Sep 18, 2020

CONTRACTOR:
Alpha Southwest Inc.
David M. Yates
David M. Yates (Aug 19, 2020 09:[illegible] MDT)
NAME
Vice President
TITLE
Date: 8/19/2020

CRS # 002328120110926
City of Santa Fe Business
Registration # 225207

ATTEST:
Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC
GC

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Aug 19, 2020 09:[illegible] MDT)
SENIOR ASSISTANT CITY ATTORNEY

5000375.510320
Business Unit/Line Item AL
AL

Mary McCoy
Finance Director

Alpha SW Quote

Bid Item	Updated Estimate	Justification
Tank Cleaning	$ 13,500.00	Inspection and Cleaning
Transfer Pumps - pull and replace	$ 20,000.00	City has a replacement pump. Need to pull and overhaul existing immersed pump (to be kept for back-up) and install replacement.
Pipeline Pumps - pull and replace	$ 92,154.00	Estimated $30 -$40K (by Carollo) assuming motors in working condition and pumps can be rebuilt, bearings replaced. Full cost carried as contingency.
Hydraulic Calcs / Project Management	$ 6,400.00	
Replace VFDs	$ 32,926.66	Replacement recommended by Alpha and Carollo over soft starts. Numerous benefits to VFDs even with a single set flow point. VFD for channel pump still on site. Full cost caries as contingency.
PLC Replacement	$ 43,575.00	Alpha placeholder. Simplified operation strategy discussed onsite may significantly reduce PLC/SCADA costs. Cost carried as contingency for various operational scenarios.
Power and Control Wiring	$ 32,600.00	Assuming full replacement needed
Inspect lighting panel	$ 1,700.00	Looks OK (Carollo) but carried as a contingency
Replace Mags and Level Sensors	$ 20,000.00	Scope curtailed based on Carollo review. Replacement of only the discharge mag meter will be required. The suction magmeter is no longer necessary and may remain installed in the exterior vault without modification. Bulk of estimate retained as contingency for possible alternate measurement schemes.
Surge Control System Inspection	$ 5,235.00	
HVAC	$ 3,800.00	Current system likely acceptable, carried as contingency
Lighting	$ 3,100.00	Current system likely acceptable, carried as contingency
Total	**$ 274,990.66**	
NMGRT	$ 23,202.34	
Total	$ 298,193.00	

City of Santa Fe, New Mexico

memo

Finance Received packet on 8/19/2020

Date: June 9, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director
Mike Dozier, Waste Water Division Director MD

From: John Del Mar, Engineer JDM
William Schneider, Water Resources Coordinator

RE: Amendment #4 to Alpha Southwest contract in the amount of $298,193.00 to Provide Refurbishment of Newly Acquired Las Campanas Effluent Pump Station and Tank; BAR Budget Increase from WWMD cash balance

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ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is working to refurbish the recently acquired "Las Campanas" (LC) effluent reuse system for the City. The work includes refurbishment of a pump station and storage tank located at the Paseo Real Water Reclamation Facility (PRWRF). The Water Division requests approval of Amendment #4 to bid number '19/07/B for the FY 19/20 Emergency Repair for Operations and Maintenance (O&M) contract #19-0752, CIP # 956. Funding is set at a not to exceed compensation of two hundred ninety eight thousand, one hundred and ninety three dollars ($298,193.00) including New Mexico Gross Receipt Tax (NMGRT).

BACKGROUND AND SUMMARY

In April, 2020, the City's WD obtained the transfer of ownership of an effluent conveyance system from Las Campanas to the City. The system includes a 2 million gallon (MG) storage tank and pump station located at the PRWRF capable of pumping approximately 1.5 million gallons of effluent per day. The system also includes roughly 7.5 miles of effluent pipeline that runs parallel to the City's Municipal Recreation Complex (MRC) effluent pipeline for about 5 miles to the MRC and Marty Sanchez Golf Course (MSGC). From the MRC and MSGC the pipeline continues to a point of interconnection with the Las Campanas water co-op and golf course water storage ponds. The WD plans to refurbish the LC effluent system and interconnect it with the MRC system to provide significant improvements in the reliability, resiliency, and flexibility of the City's water reuse systems. Benefits will include:

- 2 MG of effluent storage at the PRWRF. This storage can be maintained and used to deliver water to the MRC and MSLSF as well as Swan Park at times when the PRWTF goes out of compliance. The storage will also allow for continued delivery of effluent at times of low flow from the PRWRF.
- Significantly improved pumping capacity and reliability from the PRWRF to MRC, MSLSF, and Swan Park.
- In the event that effluent is not available for prolonged periods, The City Council approved a resolution (on June 10, 2020) to allow use of potable water to maintain the MRC and MSGC. As an additional counter measure, the LC pipeline may be used to deliver untreated Buckman Direct Diversion (BDD) water or additional stored effluent to the MRC, MSLSF, and Swan Park from the Las Campanas storage ponds (reverse flow from LC to the City reuse sites) via pumps belonging to LC.
- The City gains the ability to sell treated effluent to LC.

The City entered into an O&M contract with Alpha on February 27, 2019. This amendment is for a not to exceed cost of $298,193.00 (including NMGRT) that covers the cost for repair or replacement, and installation of essential system components. The system has not been used for approximately 8 years, and some vital components were removed by LC, so this project is intended to evaluate the existing equipment, refurbish equipment that is in suitable condition, and replace equipment as needed. The scope is limited to the equipment located at the PRWRF including:

- Inspection and cleaning of the 2MG storage tank
- Inspect, and repair or replace tank transfer pump and motor
- Inspect, and repair or replace two pipeline pumps and motors
- Install new variable frequency drives to pipeline pump motors (these items were removed by LC)
- Replace system controls and monitoring equipment
- Replace power and control wiring
- Evaluate and repair (as needed) pump station building HVAC and lighting systems
- Evaluate and repair (as needed) system surge control equipment

The budget includes sufficient funds for replacement of equipment that cannot be repaired. The project will be managed by a City engineer working closely with Alpha, and equipment will be retained whenever it is cost effective. The project is expected to be completed in 6 – 9 months.

Staff is requesting approval of a Budget Increase BAR in the amount of $298,193 from the Waste Water Management Division Enterprise fund cash balance to Org/Obj #500.5000367.520150 to fund this Amendment.

Munis # 3200350

ACTION REQUESTED

Staff requests approval of Amendment No. 4 to the O&M contract with Alpha Southwest Inc. for technical services related to the refurbishment of the LC tank and pump station in the amount of $298,193.00 including gross receipts tax.

Staff is requesting approval of a BAR Budget increase from WWMD Cash Balance in the amount of $298,193.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ALPHA SOUTHWEST, INC
DBA: ALPHA SOUTHWEST, INC

Business Location: SF COUNTY
NM

Owner:

License Number: 225207

Issued Date: May 01, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

ALPHA SOUTHWEST, INC
205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Signature: 

Email: jdroach@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: May 10, 2021

TO: Public Works Committee/Finance Committee/Governing Body

VIA: Regina Wheeler, Public Works Department Director

FROM: Melissa A. McDonald, RLA, Acting Parks Division Director

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ITEM AND ISSUE:

Approval of a professional service agreement with the Kiwanis Club of Santa Fe in the amount of $60,000 per year, total compensation not to exceed $240,000 dollars over the four-year term, to plan, promote, and execute the City's Independence Day celebration.

BACKGROUND AND SUMMARY:

Annually the City of Santa Fe strives to celebrate our nation's Independence Day. This year more than ever, we are excited to entertain both locals and tourists alike with this celebration. Having run many safe and successful fireworks displays in the recent past both for Zozobra, Santa Fe's 4th of July, and roof-top fireworks on La Fonda for New Year's Eve, Kiwanis has a proven record when it comes to the complicated logistics associated with providing a beautiful, impressive, and fulfilling experience while handling explosive materials, distracted crowds, and detoured drivers. Its OSHA-trained staff and scores of deeply committed volunteers uniquely rooted in our community create a kind of "pop-up institution" that would be difficult for others to replicate.

The club comes to us with a unique relationship with Santa Fe Place Mall, which is an ideal location for such an event. As a large, centralized, fire-defensible space, it has easy access to fire hydrants and major arterials. With its multiple parking lots and four entrances/exits as well as proximity to an extensive network of commercial parking lots, celebrants will have the opportunity to stay in or near their cars and maintain safe social distances should they wish or be required to do so. Besides leveraging their existing community connections and volunteers, the club is also able to offset some expenses through private donations such that they will be able to coordinate, produce, and deliver the event at cost.

RECOMMENDED ACTION:

Approval of a multi-year professional service agreement with the Kiwanis Club of Santa Fe in the amount of $60,000 per year, not to exceed total compensation of $240,000 over the four year term, for the planning, promotion, and execution of the entertainment associated with Independence Day.

Attachments:

- Exemption Determination Request
- Professional Service Agreement-- MUNIS CN: 3202705

City of Santa Fe, New Mexico

memo

Date: **May 06, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

From: Yodel Catanach, Contracts Supervisor

Subject: **Exemption Determination Request**

Parks Division respectfully requests the non-profit organization, Kiwanis Club of Santa Fe to execute the July 4th Firework Show in Santa Fe and be considered as a professional entertainment for the City of Santa residents and tourist to celebrate Independence Day. Kiwanis Club are also in charge of the Zozobra event which is another special event for Santa Fe.

VI. Exemptions from the Procurement Code

All purchases are subject to the City's Procurement Manual with the exception of the items and services listed below. Although they are exempt from the terms of this manual, exempt purchases still require a written determination describing the exemption, the transaction and expectations of the parties. Approval from the Chief Procurement Officer for use of the exemption must be received by the requesting Department or Division and attached to the requisition.

13. Contracts with professional entertainers;

Term: when approved for a 4 year term

Approved Exemption

Fran Dunaway

Fran Dunaway (May 11, 2021 11:13 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
WITH THE KIWANIS CLUB OF SANTA FE

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Kiwanis Club of Santa Fe**, 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.

The Contractor shall provide the following services for the City:

A. Plan, coordinate and execute the City Fourth of July celebration which includes, but is not limited to, hiring and paying musicians; hiring independent Contractors such as sound and light providers, tent providers, firework providers, private security providers and other independent contractors necessary for the safe production of the City's Fourth of July celebration. Create and execute marketing plan for social media, print media and radio.

B. Solicit private sector contributions. Contributions from the private sector will be used to offset costs and pay expenses incurred by the City's Fourth of July celebration.

C. Produce an operating budget. The budget will reflect all income for the City's Fourth of July Celebration (City & Private Sector Funds) and all expenses incurred in the presentation of the event. Every reasonable effort shall be made to present a balanced budget.

D. Maintain a record for future planning purposes.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of sixty thousand dollars ($60,000) per submitted budget per year, such compensation not to exceed two hundred forty thousand dollars ($240,000.00), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($60,000 per year). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount $60,000 per year. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of sixty thousand dollars ($60,000) within FY21, FY22, FY23, and FY24:

1) In FY21 $60,000 total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($60,000) in FY2021.

2) In FY22, $60,000 total amount payable to the Contractor under this Agreement, including Gross receipts tax and expenses, shall not exceed ($60,000) in FY2022.

3) In FY23, $60,000 total amount payable to the Contractor under this Agreement, including Gross receipts tax and expenses, shall not exceed ($60,000) in FY2023.

4) In FY24, $60,000 total amount payable to the Contractor under this Agreement, including Gross receipts tax and expenses, shall not exceed ($60,000) in FY2024.

C. Payment in FY21, FY22, FY23, and FY24, are 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.)

D. 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 **June 30, 2025** 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. Merger.

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

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.

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:
City of Santa Fe
Public Works Department –Parks Division
Attention: Melissa A. McDonald
1142 Siler Road, Building C
Santa Fe, NM 87505

To the Contractor:
Kiwanis Club of Santa Fe
Attention: Ray Sandoval
PO Box 622
Santa Fe, NM 87504

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:

_____
JAREL LAPAN HILL, CITY MANAGER

DATE:_____

CONTRACTOR:
KIWANIS CLUB OF SANTA FE

Raymond G. Sandoval
NAME Raymond G. Sandoval
TITLE: Fourth of July, Chairman Kiwanis
DATE: 05/10/2021
CRS#03226802005

Registration # 225300

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 10, 2021 14:15 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Various
MUNIS Obj/Org Numbers

The Kiwanis Club of Santa Fe, NM
Post Office Box 622, Santa Fe, NM 87504-0622 USA

www.burnzozobra.com

May 3, 2021

July 4th 2021

REVENUE:		EXPENSES:	TOTAL	1/2 deposit rquired 5/15/2021	Remaing Due After 7/5/2021
City of Santa Fe	$59,996.00	Western	$ (24,999.00)	$ (12,499.50)	$ 12,499.50
		United Rental	$ (2,330.00)	$ (1,165.00)	$ 1,165.00
		Andies Portables	$ (1,150.00)	$ (575.00)	$ 575.00
		DB Pro Lcc	$ (13,800.00)	$ (6,900.00)	$ 6,900.00
		Band 1	$ (500.00)	$ (250.00)	$ 250.00
		Band 2	$ (1,000.00)	$ (575.00)	$ 425.00
		SW Safety	$ (5,800.00)	$ (2,900.00)	$ 2,900.00
		Band 3	$ (1,000.00)	$ (500.00)	$ 500.00
		Security	$ (7,867.00)	$ (3,933.50)	$ 3,933.50
		Staffing	$ (1,300.00)		$ 1,300.00
		decorations	$ (250.00)	$ (250.00)	$ -
TOTALS			$ (59,996.00)	$ (29,548.00)	$ 30,448.00

Very truly yours,

Ray Sandoval

Raymond G. Sandoval, Zozobra Event Chairman
The Kiwanis Club of Santa Fe
Cell: 505-428-9013 Email: burnhim@burnzozobra.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2021

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
Hylant - Indianapolis
10401 North Meridian St, Ste 200
Indianapolis IN 46290

CONTACT NAME: Lisa Christenson
PHONE (A/C, No, Ext): 317-817-5172 **FAX (A/C, No):** 317-817-5151
E-MAIL ADDRESS: kiwaniscert@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KIWAN03
Kiwanis International, All Clubs and Their Members
3636 Woodview Trace
Indianapolis IN 46268

COVERAGES **CERTIFICATE NUMBER:** 23354125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		013136005	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
A	**AUTOMOBILE LIABILITY**			013136005	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			013136005	11/1/2020	11/1/2021	All Claims	$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
June 15th thru July 8th, 2021 or any future date(s) during the policy term.
4th of July Fireworks and Community Celebration - Outside Fireworks Display and Indoor Mall Live Music and Celebration.
Located @ Villa Linda Park, Villa Linda Dog Park, Wagon Wheel Road, The Santa Fe Place Mall Parking Lots.
Kiwanis Club of Santa Fe K00479

CERTIFICATE HOLDER
The City of Santa Fe
Santa Fe Parks and Recreation
PO Box 909
Santa Fe NM

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

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2020

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

The City of Santa Fe
Santa Fe Parks and Recreation
PO Box 909
Santa Fe, NM

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

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2021

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
Hylant - Indianapolis
10401 North Meridian St, Ste 200
Indianapolis IN 46290

CONTACT NAME: Lisa Christenson
PHONE (A/C, No, Ext): 317-817-5172 **FAX (A/C, No):** 317-817-5151
E-MAIL ADDRESS: kiwaniscert@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KIWAN03
Kiwanis International, All Clubs and Their Members
3636 Woodview Trace
Indianapolis IN 46268

COVERAGES **CERTIFICATE NUMBER:** 931691467 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		013136005	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
A	**AUTOMOBILE LIABILITY**			013136005	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			013136005	11/1/2020	11/1/2021	All Claims	$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
June 15th thru July 8th, 2021 or any future date(s) during the policy term.
4th of July Fireworks and Community Celebration - Outside Fireworks Display and Indoor Mall Live Music and Celebration.
Located @ Villa Linda Park, Villa Linda Dog Park, Wagon Wheel Road, The Santa Fe Place Mall Parking Lots.
Kiwanis Club of Santa Fe K00479

CERTIFICATE HOLDER

SANTA FE MALL PROPERTY OWERN LLC
Spinoso Real Estate Group, DLS LLC
Spinoso Management Group, LLC
SREG Santa Fe LLC

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
Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2020

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

SANTA FE MALL PROPERTY OWERN LLC
Spinoso Real Estate Group, DLS LLC
Spinoso Management Group, LLC
SREG Santa Fe LLC

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

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: KIWANIS CLUB OF SANTA FE
DBA: KIWANIS CLUB OF SANTA FE

Business Location: PO BOX 622
SANTA FE, NM 87504

CRS Number: 03226802005

Owner: KIWANIS CLUB OF SANTA FE

License Number: 225300

License Type: Business License - Renewable

Issued Date: February 18, 2021

Classification: Business Registration - Standard

Expiration Date: February 18, 2022

Fees Paid: $35.00

KIWANIS CLUB OF SANTA FE
PO BOX 622
SANTA FE, NM 87504

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202705

Contractor: **Kiwanis Club of Santa Fe**

Description: **Approval of PSA agreement with Kiwanis Club of Santa Fe for $60,000 per year, not to exceed $240,000 per the four year term, for Independence Day entertainment.**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **6/01/2021** Term End Date: **6/30/2025**

☒ Approved by Council Date: Pending

Contract / Lease: refer to attached justification memo and packet

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **Entertainment exemption granted**

Fran Dunaway (May 11, 2021 11:13 MDT) May 11, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issued a 4 yr. Agreement -Exemption .13. Professional Entertainers

4. **Funding Source:** GF **Org / Object:** **various/1004150.510310**

Andy Hopkins (May 11, 2021 09:47 MDT) May 11, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa A McDonald** Phone # **303-9502**

Email: **mamcdonald@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Kiwanis Club of Santa Fe

Procurement Title: Professional services agreement for entertainment service for Independence Day

Procurement Method: State Price Agreement [ ] Cooperative [ ] Sole Source [ ] Other [ ]

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

Department Requesting Parks Staff Name Melissa A. McDonald

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

Melissa McDondald, Parks Director — 05/10/21

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

Fran Dunaway (May 11, 2021 11:13 MDT)

Chief Procurement Officer — May 11, 2021

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

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

City of Santa Fe, New Mexico
Memorandum

DATE: **May 7, 2021**

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

VIA: **Regina Wheeler, Public Works Director** RW

FROM: **Caryn Grosse, Facilities Project Administrator** CG

ITEM AND ACTION:
Request for the Approval of Service Agreement with Pluma LLC in the Total Amount of $334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 955-5938, clgrosse@santafenm.gov

BACKGROUND AND SUMMARY:
City of Santa Fe recently approved a State of New Mexico General Fund Grant Agreement for the project at the Municipal Court to replace the roof, 10 cooling units, and window actuators and controls (which aid in cooling and ventilation), and install fence and gates to secure the employee parking lot. These measures will improve comfort for staff and public, protect the building from further damage due to roof leaks, and improve security for staff.

The legislative language for the project is:

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

PROCUREMENT METHOD:
The procurement method is via NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 General Construction Services – Statewide, which expires on June 30, 2021.

SCHEDULE:

Public Works/Utilities Committee	5/24/2021 (Deadline 5/12/2021)
Finance Committee	6/1/2021
Governing Body	6/9/2021

CONTRACT NUMBER:
The FY20 Munis contract number is 3202658.

FUNDING SOURCE:
Project # FA320C Muni Court Repair-2020
Fund Name/Number: Facilities/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970

Clerks Item # _____
Munis Contract # 3202658

City of Santa Fe Contract
Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Pluma, LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Pluma, LLC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work at City of Santa Fe Municipal Court, located at 2511 Camino Entrada, Santa Fe, NM 87507, as described in Proposal 21-2077 (Exhibit A attached hereto):

1) Replace roof and install new downdraft cooling units.
2) Replace window actuators and controls.
3) Install fence and gates with controls for employee parking lot.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:		U/I (unit of issue)		Price
01	Roof and Cooling Units	EA		$ 136,550.00
02	Window Actuators and Controls	EA		$ 88,404.36
03	Fence and Gates	EA		$ 55,788.00
			Subtotal	$ 280,742.36
			NMGRT	$ 23,687.64
			Total	$ 304,430.00

Unanticipated Cost Overruns:		U/I (unit of issue)	Price
01	10% Unanticipated Cost Overrun*		$ 30,443.00

*In the event the project exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 10% of the project cost.

The total compensation under this Agreement shall not exceed $334,873.00 including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2021. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence

of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services

contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the

matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Caryn Grosse, Project Administrator
City of Santa Fe
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
505-955-5938 (o), 505-795-2471 (m)
clgrosse@santafenm.gov

To the Contractor:
Christopher Pacheco, Managing Member
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755 (o)
chris@plucys.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER,
MAYOR

DATE: _____

CONTRACTOR: PLUMA, LLC

_____
CHRISTOPHER PACHECO,
MANAGING MEMBER

DATE: 5/5/2021
CRS# 02-963775-00-9
Registration # 222373

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 3, 2021 08:00 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY,
FINANCE DIRECTOR

3209980.572970 (Project # FA320C Muni Court Repair-2020) AJH
AJH
MUNIS Org/Object

Pluma, LLC
6301 4th St NW, Ste 1
Albuquerque, NM 87107
(505) 345-0755
chris@plucys.com
http://www.plucys.com

Estimate

ADDRESS
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

SHIP TO
City of Santa Fe
2511 Camino Entrada
Santa Fe, NM 87507

ESTIMATE # 21-2077
DATE 04/28/2021
EXPIRATION DATE 06/28/2021

ACTIVITY	QTY	RATE	AMOUNT
Statement of Work GC will demo 10 existing downdraft AC units and reinstall 10 new downdraft aero cool M#TD6801C6800 units. GC will install new units to existing ductwork on roof, seal new units to ductwork and mount with new logs. Install new 1 Hp 2 stage motors on all units, connect new waterline to existing water supply. Start up new units and test for proper function, haul off old units. GC will remove all loose gravel and counter flashing on all flat portions of existing roof to include above entry to main parking lot. GC will install a mechanically attached TPO roof system and will reseal all metal coping on window with a silicone system to prevent further leaking. GC will refresh overall the metal roof sections to include resealing any and all penetration's and fasteners.		0.00	
Superintendent/Foreman			12,800.00T
Mechanical			41,250.00T
Roofing			82,500.00T
Statement of Work GC will demo 45 window actuators and replace with a new replacement model to include new control pads.			
Superintendent/Foreman			10,125.00T
Labor			21,600.00T
Materials Window Actuators, Control Panels, Wire, Misc. Fasteners			47,799.42T
Rental(s) 2 - 35' Scissor Lifts			4,100.00T
ST&C Small Tools & Consumables			4,779.94T
Statement of Work GC will supply and install approx. 160 ft of 7ft tall curved top ornamental iron fence. Panels will have three 1 1/2" rails with 3/4" speared cured top pickets. GC will supply and install two 4'7" walk thru gates, two 14'x7' single swing gates. GC will supply and install two lift master CSW240L swing gate operators with card reader access and free exit loops.		0.00	
Superintendent/Foreman			3,200.00T
Line Item Quote American Fence			52,588.00T

Terms and Exclusions
This a firm, fixed contract price. Work performed on this contract will not be converted to time and materials.

Work is limited to that described in the Statement of Work (SOW) above. Materials are limited to those materials listed above. Any changes or additions to the SOW or materials list will require a change to this estimate, signed by the property owner. Terms are 50% upon estimate signature, and 50% upon completion (COD). Contractor is not responsible for any pre-existing conditions or any work not outlined in the SOW above. 1 year labor and materials warranty.

New Mexico's Most Innovative Construction Company.
A Service Disabled Veteran Owned Small Business.
Pluma Construction Systems is Licensed, Bonded, and Insured. NM License Number 387286
Notice: All work subject to New Mexico Law Section 48-2; Mechanics' and Materialman's Lien Law.

SUBTOTAL	280,742.36
TAX (8.4375%)	23,687.64
TOTAL	**$304,430.00**

Accepted By

Accepted Date

New Mexico's Most Innovative Construction Company.
A Service Disabled Veteran Owned Small Business.
Pluma Construction Systems is Licensed, Bonded, and Insured. NM License Number 387286
Notice: All work subject to New Mexico Law Section 48-2; Mechanics' and Materialman's Lien Law.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202658**

Contractor: **Pluma, LLC**

Description: **Request for Approval of Service Contract in the Total Amount of $334,873.00 for Roof, HVAC and Other Renovations at Municipal Court**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **upon approval** Term End Date: **December 31, 2021**

[ ] Approved by Council Date: _____

Contract / Lease: Original Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History: SWPA 00-00000-20-00110 General Construction Services - Statewide**

Fran Delaway (May 10, 2021 17:08 MDT) May 10, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issued through a SWPA

4. **Funding Source: FA320C Muni Court Repair-2020** **Org / Object: 3209980.572970**

Andy Hopkins (May 10, 2021 16:23 MDT) May 10, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Caryn Grosse Phone # **955-5938**

Email: **clgrosse@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Pluma, LLC

Procurement Title: Roof and HVAC Renovations at Municipal Court

Procurement Method: State Price Agreement ☒ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Public Works on Behalf of Municipal Court Staff Name Caryn Grosse, x5938

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Caryn Grosse — Facilities Project Administrator — , 2020

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

Fran Dunaway — Chief Procurement Officer — May 10, 2021

Fran Dunaway (May 10, 2021 17:08 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.

*

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number**:** **00-00000-20-00110**

Payment Terms**:** **See page 6**

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

Delivery**:** **See page 6**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist**:** Michael Saavedra MS

Telephone No.**:** 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term**:** **July 1, 2020 thru June 30, 2021**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Paulk

Date: 6/26/2020

New Mexico State Purchasing Agent

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

JDL

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Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

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

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

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

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

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

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

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

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

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or

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negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

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

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

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

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

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

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

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

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

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

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

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

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

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

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

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000139642
AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401
All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253
Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601
Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30

Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30

Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30

Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30

Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30

Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30

Delivery: As Required

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(AM) 0000079938
Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas, NM 87701

(AP) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

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(AS) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms NM 87068

(AX) 0000050594
Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795
Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelecnathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

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(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

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(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577
QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923
Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453
Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

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(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmains@snyder-const.com

Payment Terms: Net 30

Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days

Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30

Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30

Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days

Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo, NM 88310

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: PLUMA CONSTRUCTION SYSTEMS
DBA: PLUMA CONSTRUCTION SYSTEMS

Business Location: 6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

CRS Number: 02963775009

Owner: PLUMA CONSTRUCTION SYSTEMS

License Number: 222373

License Type: Business License - Renewable

Issued Date: May 06, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: May 06, 2022

Fees Paid: $10.00

PLUMA CONSTRUCTION SYSTEMS
6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2021

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

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

PRODUCER	CONTACT NAME: Susan Vance	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: svance@downeyandco.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Insurance Group	13692
INSURER B : Builders Trust of New Mexico	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Pluma, LLC, DBA: Pluma Construction Systems
6301 4th St, NW
Suite 1
Albuquerque NM 87107

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 Multi **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPT9304970	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA9063215	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CXL9304970	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC-100-0006343-2021A	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

CERTIFICATE HOLDER

CITY OF SANTA FE - PUBLIC WORKS
120 S. FEDERAL PL #305
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

Susan J. Vance

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INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

PERFORMANCE BOND
(NEW MEXICO - PUBLIC WORKS)

Bond Number: CNB-38835-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Pluma, LLC, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of New Mexico and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the City of Santa Fe (hereinafter called the Obligee), in the amount of Three Hundred and Thirty-Four Thousand Eight Hundred and Seventy-Three Dollars and Zero Cents ($ 334,873.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the _____ day of _____, _____, for the construction of _____
3202658 Sana Fe Municipal Court, Replace roof, install cooling unit, replace window actuators & control, install fence & gates for employee parking lot .

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 13-4-18 of Chapter 13 of New Mexico Statutes Annotated 1978 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company P.O. Box 2683 Waco, TX 76702-2683	Or	Insurors Indemnity Company 225 South Fifth Street Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

   A) Taking over the work; or
   B) Financing the Principal; or
   C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
   D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;

2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

3) In the event the Surety takes over the work, finances the Principal or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Obligee must give the Surety the written notice of default stated above no later than one (1) year from the date of the earliest to occur of the following: (i) the date of any abandonment of the Contract; (ii) the date final payment is made to the Principal under the Contract; or (iii) the date the Principal last performed Work under the Contract. Any default declared or claim made by the Obligee outside this timeframe is not covered by this Bond.

PROVIDED FURTHER, that no right of action shall accrue on this bond to or for the use of any person or entity other than the Obligee named herein. No suit shall be filed on this bond after one year from the earliest date in sections (i)-(iii) of the preceding paragraph, nor may suit be brought other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere; provided, however, if the limitation or period of time to make claims herein are prohibited by any law, then such limitation or period of time shall be deemed to be amended so as to be equal to the minimum period of limitation or notice allowed by such law.

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of May, 2021.

APPROVED AS TO FORM:

By:_____ Obligee (Seal)

PRINCIPAL: Pluma, LLC
(Seal)

By: _____ MANAGER
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: Christian B Downey
Christian B. Downey, Attorney-in-Fact

Bond verification: bonddept@insurorsindemnity.com

INSURORS INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

PAYMENT BOND
(NEW MEXICO - PUBLIC WORKS)

Bond Number CNB-38835-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Pluma, LLC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of New Mexico and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto City of Santa Fe (hereinafter called the Obligee), in the amount of Three Hundred and Thirty-Four Thousand Eight Hundred and Seventy-Three Dollars and Zero Cents ($ 334,873.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, _____, for the construction of _____
3202658 Sana Fe Municipal Court, Replace roof, install cooling unit, replace window actuators & control, install fence & gates for employee parking lot .

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, and shall pay all taxes due to the State of New Mexico arising out of construction services rendered under the Contract then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Sections 13-4-18 and 13-4-19 of Chapter 13 of New Mexico Statutes Annotated 1978 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice of claim is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 7th day of May, 2021.

PRINCIPAL: Pluma, LLC (Seal)

By: _____ MANAGER
(title)

APPROVED AS TO FORM:

By:_____
Obligee

INSURORS INDEMNITY COMPANY (Seal)

By: Christian B Downey
Christian B. Downey, Attorney-in-Fact

INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-38835-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Christian B. Downey of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas

Sheri Carnes
Notary Public, State of Texas
My Comm. Exp. 5/21/21
Notary ID 223699-7

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this _____ day of May, 2021.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

City of Santa Fe, New Mexico

memo

Date: February 9, 2021

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Brian Snyder, Engineer Supervisor BKS

RE: Amendment No. 3 to Professional Services Agreement (PSA) with AECOM Technical Services Inc. (AECOM) for $542,188.00 to provide On-Call Engineering Services for Capital Improvements Program (CIP) Projects

---

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is working on several critical infrastructure projects at Nichols and McClure Reservoirs and Dams as listed in the WD CIP that require specialized engineering services to carry out the design and construction phases. The WD is requesting to amend the PSA with AECOM to provide continued on-call engineering technical services.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with AECOM in April 2018 utilizing a cooperative procurement of an Albuquerque Bernalillo County Water Authority (ABCWUA) On Call Engineering Services Contract for Water and Wastewater, which was sanctioned under Section 11.1 of the City's Procurement Manual. ABCWUA approved the WD's use of this competitively bid contract. The WD utilized the contract to work on the following:

- Critical, independent 3rd Party engineering review of the contract condition assessment and preliminary design reports completed for McClure and Nichols Dams;
- Semi-Quantitative Risk Analysis for Nichols Dam and McClure Dam, performed as the initial step to identify and evaluate potential failure modes and used to plan and prioritize dam rehabilitation and improvement work;
- Nichols Dam and McClure Dam Emergency Action Plan (EAP) technical support for plan updates, training and NM Office of the State Engineer (NMOSE) required table-top exercise;
- Nichols Dam and McClure Dam intake structure evaluation of concrete and piping construction,
- Interim Risk Reduction Measures for Nichols Dam and McClure Dam outlet conduit inspection checklist and monitoring plan;
- Hydraulic analysis and HDPE design details for construction alternative for replacement raw water piping between Nichols Dam and Canyon Road Water Treatment Plant (CRWTP);
- Inspection, evaluation and design of McClure Dam seepage collection system and abutment seepage monitoring;
- Preliminary Engineering Report (PER) and 30% design documents ready for submission to NMOSE for pressurizing Nichols Dam outlet conduit, connections to new replacement raw water pipeline and connections/valves/metering at CRWTP;
- Probable Maximum Precipitation/Flood(PMP/PMF) analysis and updates for Nichols Dam and McClure Dam watershed models and plan based on recently updated precipitation numbers as published by NMOSE Dam Safety Bureau;

- Geotechnical investigation of Nichols Dam;
- Final design and construction plans for CRWTP Raw Water Pipeline;
- Snowpack runoff modeling tool for calculating and managing inflow into McClure and Nichols Reservoirs;
- Nichols Dam geotechnical investigations, geotechnical data report (GDR) and analysis, slope and stability analysis, seepage analysis, 2-D modeling;
- 60% design documents ready for submission to NMOSE for pressurizing Nichols Dam outlet conduit, connections to new replacement raw water pipeline and connections/valves/metering at CRWTP;
- McClure and Nichols Dam spillway investigation for design repairs; and
- McClure Dam end of the year analysis report for piezometer and toe drain readings.

Upcoming FY21/22 technical engineering services anticipated to be completed under this Amendment No. 3 include, but are not limited to:

- 100% bid ready design documents ready for bid and approval by NMOSE for pressurizing Nichols Dam outlet conduit, connections to new replacement raw water pipeline and connections/valves/metering at CRWTP;
- Engineering services during construction of Nichols Dam outlet conduit, connections to new replacement raw water pipeline and connections/valves/metering at CRWTP;
- Continued Nichols Dam geotechnical 3-D modeling analysis and final report; and
- General engineering technical support.

ACTION REQUESTED

Staff requests approval of Amendment No. 3 to PSA with AECOM Technical Services Inc. for on-call engineering technical services related to the Nichols Dam and McClure Dam in the amount of $542,188.00 including gross receipts tax. Staff requests approval of the Budget Increase BAR from the Water Enterprise Fund to the Water Division CIP Fund. Funding will be available in Business Unit/Line Item 5050375.572960 upon approval of the BAR.

The funding source is:
Fund Name/Number: Water Enterprise 505
Munis Org Name/Number: Water Division CIP 5050375
Munis Object Name/Number: WIP Design 572960

Munis #3200467

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
#18-0196; #19-0391; 20-0252

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and AECOM Technical Services, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering, planning and professional services to 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) 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 two million dollars ($2,000,000), plus gross receipts tax, in total for the term of this Agreement.

2. 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, 2022 unless terminated pursuant to Paragraph 6, infra.

3. 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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
AECOM TECHNICAL SER. INC.

_____
NAME John Sikora

TITLE Vice President

DATE:_____

CRS#02-279-546-001
Registration #

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 9, 2021 09:46 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARYCOY, FINANCE DIRECTOR

5050395.572960 AJH
Business Unit/Line Item AJH

2021 02 09 Amend 3 Aecom

Final Audit Report 2021-02-09

Created:	2021-02-09
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx7OjY6jEBWBbO3DkmTqLZkOGa6a0uukJ

"2021 02 09 Amend 3 Aecom" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-09 - 3:36:23 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-09 - 3:36:46 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-09 - 4:44:21 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-09 - 4:46:46 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-09 - 4:46:46 PM GMT

AECOM #3 signed

Final Audit Report 2021-02-09

Created:	2021-02-09
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1IB22Yhy7p3JIxQK1Wgs06907tXefc1U

"AECOM #3 signed" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-09 - 5:12:33 PM GMT- IP address: 63.232.20.2

Document emailed to john sikora (john.sikora@aecom.com) for signature
2021-02-09 - 5:13:26 PM GMT

Document e-signed by john sikora (john.sikora@aecom.com)
E-signature obtained using URL retrieved through the Adobe Sign API
Signature Date: 2021-02-09 - 5:41:32 PM GMT - Time Source: server- IP address: 34.100.75.96

Agreement completed.
2021-02-09 - 5:41:32 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200467**

Contractor: **AECOM**

Description: **On Call Engineering**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **2/28/18** Term End Date: **6/30/19**

☑ Approved by Council Date: **2/28/18**

Contract / Lease: **Contract for On Call Engineering Services**

Amendment # **3** to the Original Contract / Lease # **18-0196**

Increase/(Decrease) Amount $ **500000**

Extend Termination Date to: **6/30/22**

☑ Approved by Council Date: **pending**

Amendment is for: **Increase to comp and extend term for FY 21/22**

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

Original 18-1371 $500,000 plus 6/30/19
#1 19-0396 $500,000 plus 6/30/20
#2 19-0925 $500,000 plus 6/30/21

WTR250503

3. **Procurement History:** **Cooperative Procurement WUA Project # 1405.000 Contract No. CCN 2016-01**

Fran Dunaway (May 17, 2021 10:36 MDT) May 17, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #3 to increase and additional year.

4. **Funding Source:** **Water CIP** **Org / Object:** **5050395.572960**

Andy Hopkins (May 17, 2021 10:08 MDT) May 17, 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:

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	2/11/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design	5050395	572960	WTR250503	542,188	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 542,188	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment with

#3 to the On call Engineering Contract with AECOM for FY 21/22

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(542,188)
TOTAL:	**(542,188)**

Maya Martinez 2/11/2021
Prepared By *{print name}* Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

AJH
AJH (Feb 15, 2021 17:03 MST)
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

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

BUSINESS REGISTRATION

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

Business Location: 150 WASHINGTON AVE
SANTA FE , NM 87501

CRS Number: 02450666004

Owner: AECOM TECHNICAL SERVICES INC

License Number: 229607

License Type: Business License - Renewable

Issued Date: February 26, 2021

Classification: Business Registration - Standard

Expiration Date: February 26, 2022

Fees Paid: $35.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2021

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-21-22 12 2023	**CONTACT NAME:** James Vogel **PHONE (A/C, No, Ext):** 213-346-5098 **FAX (A/C, No):** 212-948-0533 **E-MAIL ADDRESS:** James.l.vogel@marsh.com
INSURED AECOM AECOM Technical Services Inc. 6501 Americas Parkway NE, Ste. 900 Albuquerque, NM 87110	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** N/A — N/A **INSURER B :** N/A — N/A **INSURER C :** Illinois Union Insurance Co — 27960 **INSURER D :** SEE ACORD 101 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002414086-08 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A		SEE ACORD 101	04/01/2021	04/01/2022	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2021	04/01/2022	Per Claim/Agg Defense Included	1,000,000

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

Re: AECOM Project No: PR-360169; Perform Engineering and consulting services for the City of Santa Fe, NM.

CERTIFICATE HOLDER

City of Santa Fe
801 W San Mateo Rd.
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
of Marsh Risk & Insurance Services

James L. Vogel

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ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	AECOM AECOM Technical Services Inc. 6501 Americas Parkway NE, Ste. 900 Albuquerque, NM 87110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C67806025	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C67805987	ACE American Insurance Company - NAIC # 22667	CA, MA
SCF C67806104	ACE American Insurance Company - NAIC # 22667	WI Retro

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: AECOM Technical Services Inc.

Procurement Title: On-Call Engineering Services for Capital Improvements Program (CIP) Projects

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/Water Staff Name Brian Snyder

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Brian K. Snyder
Brian K. Snyder (Feb 11, 2021 14:40 MST)

Brian Snyder, Engineering Supervisor 02/11/2021
Department Rep Printed Name (attesting that all information included) Title Date

Fran Duraway
Fran Duraway (May 17, 2021 10:36 MDT)

Chief Procurement Officer May 17, 2021
Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

ITEM # 18-0196

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 AECOM Technical Services, 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 On Call Engineering services for the City as described in Exhibit "I" attached hereto and incorporated herein.

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. In the performance of its professional services, Contractor will use that degree of care and skill ordinarily exercised by members of Contractor's profession under similar conditions in similar localities and no other warranties, express or implied, are made or intended by Contractor.

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 five hundred thousand dollars ($500,000), plus applicable gross receipts taxes.

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 and approval 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 terminate on June 30, 2019, 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, 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, the 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 represents 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 included 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 and , hold harmless the City from all losses, damages, claims or judgments, including payments of reasonable attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand to the extent caused by Contractor's negligent performance under this Agreement as well as the negligent performance of Contractor's employees, agents, representatives and subcontractors.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, orout of any goods or services furnished hereunder.

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. REUSE OF DOCUMENTS.

Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

23. ENTITLED TO RELY.

Consistent with the professional standard of care, Contractor shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

24. SAFETY.

Contractor shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by City's construction contractors.

25. 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:
Water Division Director
801 W. San Mateo
Santa Fe, New Mexico 87504

Contractor:
Robert E. Hawthorne, P.E.
AECOM Technical Services, Inc.
201 Third Street NW Suite 600
Albuquerque, NM 87102

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 3/7/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 2/28/18

APPROVED AS TO FORM:

1/24/18
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

3-12-18
ADAM JOHNSON, FINANCE DIRECTOR

02-450666-00-4
Business Unit Line Item

CONTRACTOR:
AECOM Technical Ser. Inc.

Associate Vice President
NAME & TITLE

DATE: 4/2/18

CRS #: 02-450666-00-4
Business Registration #: L05562655 20

Engineering Services Agreement

On-Call Engineering Services for Utility Projects A/E Project Task Orders

AECOM Technical Services, Inc.

EXHIBIT I

ENGINEER'S SCOPE OF SERVICES

The Engineer shall render professional engineering services as described below:

A. Definitions:

1. Additional Services - Those services considered to be services other than Basic Services that may or may not be available from the consulting engineering firm signing the Agreement with the Owner.

2. Field Reconnaissance Surveys - That field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design.

3. Utility Location Investigations - That work performed as a result of field reconnaissance surveys and reviews of available utility line information to determine the scope of work required to precisely determine the vertical and horizontal locations of underground utilities in order to design the project.

4. Other Field Investigations - Those field investigations performed subsequent to the review of data from the field reconnaissance survey to establish the scope of additional field work, other than what was originally contemplated, that must be done before preliminary design of the work assignment can commence.

5. Location Map - A graphic portrayal, equivalent to City of Santa Fe Zone Atlas Detail, showing the location of real estate acquisitions, easements and/or rights-of-way required to construct the work assignment being designed.

6. Infrastructure - Streets; sidewalks; sanitary sewer and water system facilities; drainage and flood control facilities; street lighting; and other improvements used by the public.

B. Basic Services:

1. The Owner's Project Manager shall provide the Project Engineer a description of the desired services for each specific work assignment that may include obtaining environmental and other necessary permits, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications,

developing detailed construction costs estimates, studies, reports, preliminary and final designs with bid documents, bid period related services, engineering during construction services, and construction management and/or inspection services as authorized by the Owner for a variety of utility work assignments to include, but not limited to, Water and Sanitary Sewer Lines, Water Systems Facilities, and Wastewater Systems Facilities. Possible third-party services consisting of geotechnical investigations and testing, architectural services, or other services may be required, if requested by the Owner. The Project Engineer shall submit a detailed proposal of the scope, as described in Article XXI, Section 2. The Project Engineer must receive a written work authorization from the Owner's Project Manager for each work assignment before proceeding with the work assignment. Certain work assignments may require a fast response design to meet urgent and possibly emergency situations. The Project Engineer shall be responsible for providing quality assurance/quality control (QA/QC) in accordance with the firm's written policies and in accordance with industry standards.

2. The Engineer shall coordinate its work with the Owner's Project Manager, other designated Owner representatives, and its sub-consultants.

3. All engineering designs shall be in accordance with generally accepted professional engineering practice and shall be in accordance with the City of Santa Fe Development Process, except as otherwise agreed to by the parties to this Agreement.

4. The City of Santa Fe Standard Specifications for Public Works Construction shall be utilized wherever applicable.

5. Only when directed in writing by the Owner's Project Manager, the Engineer shall furnish or acquire for the Owner the following professional services:

a. Enter into subcontracts for soil and foundation investigations, soil tests and analysis of test results or other third-party specialty services.

b. Architectural services.

c. Assist the Owner as expert witness in any litigation from the development or construction of the work assignment in accordance with Article IX of this Agreement.

d. Provide any other services as authorized by the Owner.

C. Performance:

1. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will be available to enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule agreed to by the Engineer and Owner for each work assignment.

2. Written Authorization: The Owner shall not pay the Engineer for any services rendered before written authorization by the Owner's Project Manager, as defined

in this Agreement, or the Owner's Water Division Director is received by the Project Engineer, and the Owner shall not be liable to the Engineer for payment for such services.

3. If any delay is caused to the Engineer by order of the Owner's Project Manager to change the scope of work, or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described, or by other delays due to causes beyond the control of the Engineer, then, in that event, the time schedules wi11 be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer.

4. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

(END OF EXHIBIT I)

Engineering Services Agreement

On-Call Engineering Services for Utility Projects

A/E Project No. (INSERT #)

AECOM Technical Services, Inc.

ARTICLE XXI OTHER PROVISIONS

1. Project Engineer: The following named person is a professional engineer and is referred to as the Project Engineer : Robert E. Hawthorne, P.E., State of New Mexico Certificate Number 8178

1.1 Notices to the Engineer shall be addressed as follows:

AECOM Technical Services, Inc.

Attn: Robert E. Hawthorne, P.E.

201 Third Street NW, Suite 600

Albuquerque, NM 87102

Main Switchboard (505) 889-4100 Ext. 4381

Direct (505) 889-4381

Robert.Hawthome@aecom.com

2. Description of Project:

2.1 This Agreement will be for Engineering and other services on an as-needed basis. The Owner does not guarantee any number of work assignments to be awarded to the Engineer under this Agreement and reserves the right to contract with other engineers and entities to provide engineering services. It will be administered by the Owner's Water Resources, Planning & Engineering Chief Engineer.

2.2 When requested to do so by the Owner's Project Manager, the Engineer shall provide engineering services that may include obtaining environmental and other necessary permits, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications developing detailed construction costs estimates, conducting studies, report preparation, preliminary and final design with bid documents, bid period related services, engineering during construction services, and construction management and/or inspection services.

3.3.3 For the services provided by others for reproductions, models, and renderings, or for travel, postage, telecommunications and materials, the Owner shall reimburse the Engineer for the actual cost to the Engineer.

3.3.4 A lump sum fee to be negotiated by the Owner and the Engineer prior to the commencement of services.

3.3.5 All pay requests will include a work assignment status update, which will list all authorized tasks, percent complete by task, and total fees to date. The Engineer shall use earned value analysis integrating budget and schedule status in a graphical representation, including planned value, earned value and actual expenditures curves, unless authorized differently by the Owner's Project Manager.

3.3.5.1 Status updates shall be submitted monthly to the Owner's Project Manager and will include a summary of work performed to date and a summary of work planned for the next billing period. A budget update shall also be included showing the Authorized Budget, Current Billing, Total Billing and percent of budget expended against the tasks outlined in the Work Breakdown Structure (WBS) for the Basic Services and for any Additional Services. An $-Curve shall also be included in the monthly status update as a graphical display of the cumulative costs, labor hours, percentage of work, or other quantities, plotted against time. This will be used to depict planned value, earned value, and actual cost of project work. Status updates shall also include a brief narrative of any deviations in project schedule, risk, health & safety issues, project delays, or out of scope tasks requested by the Owner.

3.3.6 All pay requests shall be submitted to the Owner's Project Manager identified herein.

4. Owner's Project Manager and Contact Information;

4.1. The following named person is referred to as the Owner's "Project Manager"

William H. Schneider, P.G.

City of Santa Fe

Water Division

801 W. San Mateo

Santa Fe, NM 87504

505-955-4203

whschneider@santafenm.gov

(END OF ARTICLE XXI)

ITEM # 19-0391

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0196

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and AECOM Technical Services, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering, planning and professional services to 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) 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 dollars ($1,000,000), plus gross receipts tax, in total for the term of this Agreement.

2. 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.

3. 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:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
AECOM

Robert E Hamilton

NAME & TITLE Associate Vice President

DATE: 4-24-2019

CRS#02-279-546-001
Registration # 19-00110420

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK
Cc mtg. 5/29/2019

APPROVED AS TO FORM:

4/15

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit/Line Item

ITEM # 19-0391

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0196

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and AECOM Technical Services, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering, planning and professional services to 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) 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 dollars ($1,000,000), plus gross receipts tax, in total for the term of this Agreement.

2. 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.

3. AGREEMENT IN FULL FORCE.

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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:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
AECOM

Robert E Hamilton

NAME & TITLE Associate Vice President

DATE: 4-24-2019

CRS#02-279-546-001
Registration # 19-00110420

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK
Cc mtg. 5/29/2019

APPROVED AS TO FORM:

4/15

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit/Line Item

ITEM # 18-0196

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 AECOM Technical Services, 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 On Call Engineering services for the City as described in Exhibit "I" attached hereto and incorporated herein.

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. In the performance of its professional services, Contractor will use that degree of care and skill ordinarily exercised by members of Contractor's profession under similar conditions in similar localities and no other warranties, express or implied, are made or intended by Contractor.

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 five hundred thousand dollars ($500,000), plus applicable gross receipts taxes.

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 and approval 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 terminate on June 30, 2019, 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, 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, the 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 represents 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 included 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 and , hold harmless the City from all losses, damages, claims or judgments, including payments of reasonable attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand to the extent caused by Contractor's negligent performance under this Agreement as well as the negligent performance of Contractor's employees, agents, representatives and subcontractors.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, orout of any goods or services furnished hereunder.

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. REUSE OF DOCUMENTS.

Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

23. ENTITLED TO RELY.

Consistent with the professional standard of care, Contractor shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

24. SAFETY.

Contractor shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by City's construction contractors.

25. 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:
Water Division Director
801 W. San Mateo
Santa Fe, New Mexico 87504

Contractor:
Robert E. Hawthorne, P.E.
AECOM Technical Services, Inc.
201 Third Street NW Suite 600
Albuquerque, NM 87102

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 3/7/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 2/28/18

APPROVED AS TO FORM:

1/24/18
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

3-12-18
ADAM JOHNSON, FINANCE DIRECTOR

02-450666-00-4
Business Unit Line Item

CONTRACTOR:
AECOM Technical Ser. Inc.

Associate Vice President
NAME & TITLE

DATE: 4/2/18

CRS #: 02-450666-00-4
Business Registration #: L05562652Ø

Engineering Services Agreement

On-Call Engineering Services for Utility Projects A/E Project Task Orders

AECOM Technical Services, Inc.

EXHIBIT I

ENGINEER'S SCOPE OF SERVICES

The Engineer shall render professional engineering services as described below:

A. Definitions:

1. Additional Services - Those services considered to be services other than Basic Services that may or may not be available from the consulting engineering firm signing the Agreement with the Owner.

2. Field Reconnaissance Surveys - That field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design.

3. Utility Location Investigations - That work performed as a result of field reconnaissance surveys and reviews of available utility line information to determine the scope of work required to precisely determine the vertical and horizontal locations of underground utilities in order to design the project.

4. Other Field Investigations - Those field investigations performed subsequent to the review of data from the field reconnaissance survey to establish the scope of additional field work, other than what was originally contemplated, that must be done before preliminary design of the work assignment can commence.

5. Location Map - A graphic portrayal, equivalent to City of Santa Fe Zone Atlas Detail, showing the location of real estate acquisitions, easements and/or rights-of-way required to construct the work assignment being designed.

6. Infrastructure - Streets; sidewalks; sanitary sewer and water system facilities; drainage and flood control facilities; street lighting; and other improvements used by the public.

B. Basic Services:

1. The Owner's Project Manager shall provide the Project Engineer a description of the desired services for each specific work assignment that may include obtaining environmental and other necessary permits, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications,

developing detailed construction costs estimates, studies, reports, preliminary and final designs with bid documents, bid period related services, engineering during construction services, and construction management and/or inspection services as authorized by the Owner for a variety of utility work assignments to include, but not limited to, Water and Sanitary Sewer Lines, Water Systems Facilities, and Wastewater Systems Facilities. Possible third-party services consisting of geotechnical investigations and testing, architectural services, or other services may be required, if requested by the Owner. The Project Engineer shall submit a detailed proposal of the scope, as described in Article XXI, Section 2. The Project Engineer must receive a written work authorization from the Owner's Project Manager for each work assignment before proceeding with the work assignment. Certain work assignments may require a fast response design to meet urgent and possibly emergency situations. The Project Engineer shall be responsible for providing quality assurance/quality control (QA/QC) in accordance with the firm's written policies and in accordance with industry standards.

2. The Engineer shall coordinate its work with the Owner's Project Manager, other designated Owner representatives, and its sub-consultants.

3. All engineering designs shall be in accordance with generally accepted professional engineering practice and shall be in accordance with the City of Santa Fe Development Process, except as otherwise agreed to by the parties to this Agreement.

4. The City of Santa Fe Standard Specifications for Public Works Construction shall be utilized wherever applicable.

5. Only when directed in writing by the Owner's Project Manager, the Engineer shall furnish or acquire for the Owner the following professional services:

a. Enter into subcontracts for soil and foundation investigations, soil tests and analysis of test results or other third-party specialty services.

b. Architectural services.

c. Assist the Owner as expert witness in any litigation from the development or construction of the work assignment in accordance with Article IX of this Agreement.

d. Provide any other services as authorized by the Owner.

C. Performance:

1. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will be available to enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule agreed to by the Engineer and Owner for each work assignment.

2. Written Authorization: The Owner shall not pay the Engineer for any services rendered before written authorization by the Owner's Project Manager, as defined

in this Agreement, or the Owner's Water Division Director is received by the Project Engineer, and the Owner shall not be liable to the Engineer for payment for such services.

3. If any delay is caused to the Engineer by order of the Owner's Project Manager to change the scope of work, or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described, or by other delays due to causes beyond the control of the Engineer, then, in that event, the time schedules wi11 be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer.

4. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

(END OF EXHIBIT I)

Engineering Services Agreement

On-Call Engineering Services for Utility Projects

A/E Project No. (INSERT #)

AECOM Technical Services, Inc.

ARTICLE XXI OTHER PROVISIONS

1. Project Engineer: The following named person is a professional engineer and is referred to as the Project Engineer : Robert E. Hawthorne, P.E., State of New Mexico Certificate Number 8178

1.1 Notices to the Engineer shall be addressed as follows:

AECOM Technical Services, Inc.

Attn: Robert E. Hawthorne, P.E.

201 Third Street NW, Suite 600

Albuquerque, NM 87102

Main Switchboard (505) 889-4100 Ext. 4381

Direct (505) 889-4381

Robert.Hawthorne@aecom.com

2. Description of Project:

2.1 This Agreement will be for Engineering and other services on an as-needed basis. The Owner does not guarantee any number of work assignments to be awarded to the Engineer under this Agreement and reserves the right to contract with other engineers and entities to provide engineering services. It will be administered by the Owner's Water Resources, Planning & Engineering Chief Engineer.

2.2 When requested to do so by the Owner's Project Manager, the Engineer shall provide engineering services that may include obtaining environmental and other necessary permits, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications developing detailed construction costs estimates, conducting studies, report preparation, preliminary and final design with bid documents, bid period related services, engineering during construction services, and construction management and/or inspection services.

3.3.3 For the services provided by others for reproductions, models, and renderings, or for travel, postage, telecommunications and materials, the Owner shall reimburse the Engineer for the actual cost to the Engineer.

3.3.4 A lump sum fee to be negotiated by the Owner and the Engineer prior to the commencement of services.

3.3.5 All pay requests will include a work assignment status update, which will list all authorized tasks, percent complete by task, and total fees to date. The Engineer shall use earned value analysis integrating budget and schedule status in a graphical representation, including planned value, earned value and actual expenditures curves, unless authorized differently by the Owner's Project Manager.

3.3.5.1 Status updates shall be submitted monthly to the Owner's Project Manager and will include a summary of work performed to date and a summary of work planned for the next billing period. A budget update shall also be included showing the Authorized Budget, Current Billing, Total Billing and percent of budget expended against the tasks outlined in the Work Breakdown Structure (WBS) for the Basic Services and for any Additional Services. An $-Curve shall also be included in the monthly status update as a graphical display of the cumulative costs, labor hours, percentage of work, or other quantities, plotted against time. This will be used to depict planned value, earned value, and actual cost of project work. Status updates shall also include a brief narrative of any deviations in project schedule, risk, health & safety issues, project delays, or out of scope tasks requested by the Owner.

3.3.6 All pay requests shall be submitted to the Owner's Project Manager identified herein.

4. Owner's Project Manager and Contact Information;

4.1. The following named person is referred to as the Owner's "Project Manager"

William H. Schneider, P.G.

City of Santa Fe

Water Division

801 W. San Mateo

Santa Fe, NM 87504

505-955-4203

whschneider@santafenm.gov

(END OF ARTICLE XXI)

Binder1

Final Audit Report 2021-02-16

Created:	2021-02-11
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGhAOZOs8Xx-NoKGVoSsxDeX8o5uSjx-R

"Binder1" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-11 - 6:40:22 PM GMT- IP address: 63.232.20.2

Document emailed to Brian K. Snyder (bksnyder@santafenm.gov) for signature
2021-02-11 - 6:47:14 PM GMT

Email viewed by Brian K. Snyder (bksnyder@santafenm.gov)
2021-02-11 - 9:39:14 PM GMT- IP address: 104.47.65.254

Document e-signed by Brian K. Snyder (bksnyder@santafenm.gov)
Signature Date: 2021-02-11 - 9:40:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-02-11 - 9:40:18 PM GMT

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Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-02-15 - 11:51:37 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-02-15 - 11:52:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-02-15 - 11:52:25 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-16 - 0:00:02 AM GMT- IP address: 174.28.227.178

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-16 - 0:01:19 AM GMT - Time Source: server- IP address: 174.28.227.178

Document emailed to AJH (ajhopkins@santafenm.gov) for signature

2021-02-16 - 0:01:21 AM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)

2021-02-16 - 0:02:30 AM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2021-02-16 - 0:03:12 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-02-16 - 0:03:12 AM GMT

ITEM # 20-0252

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#18-0196; #19-0391

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and AECOM Technical Services, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering, planning and professional services to 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) 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 five hundred thousand dollars ($1,500,000), plus gross receipts tax, in total for the term of this Agreement.

2. 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, 2021 unless terminated pursuant to Paragraph 6, infra.

3. 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:

ALAN WEBBER, MAYOR

DATE: 6/1/2020

CONTRACTOR:
AECOM

See Attached
NAME

TITLE
DATE:

CRS#02-279-546-001
Registration # 19-00110420

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB 5/27/20

CITY ATTORNEY'S OFFICE:

4/8/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Business Unit/Line Item

Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

3. 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:

ALAN WEBBER, MAYOR

DATE: 6/1/2020

CONTRACTOR:
AECOM

NAME

Vice President
TITLE
DATE: 6/10/20

CRS#02-279-546-001
Registration # 19-00110420

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB 5/27/20

CITY ATTORNEY'S OFFICE:

4/21/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Business Unit/Line Item